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WHEN RECORDED RETURN TO:

EW
Mark D. Eisemann
Lewis, Rice & Fingersh, L.C.
Kansas City, MO 64106

Title of Document: Second Amendment to Cross Easement Agreement

Date of Document: November 21, 2014

Developer: Lincoln Q Company, L.L.C., a Missouri limited liability company

Owner: 6401 Q STREET, LLC, a Nebraska limited liability company

Owner(s) Mailing Address: 2637 S. 158th Plaza, Suite 110
Omaha, Nebraska 68130

Reference Book and Page(s): Instrument No. 93-21953
Instrument No 2013050165

***FOR INDEXING PURPOSES ONLY**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Second Amendment to Cross Easement Agreement

This Second Amendment to Cross Easement Agreement (the "Agreement") is made as of November 21, 2014, by and between **Lincoln Q Company, L.L.C.**, a Missouri limited liability company ("Developer"), with an address at 598 N. Winnebago Drive, Lake Winnebago, Missouri 64034, Attention: Michael Bo Conrad, and **6401 Q STREET, LLC**, a Nebraska limited liability company ("Owner"), with an address at 2637 S. 158th Plaza, Suite 110, Omaha, Nebraska 68130.

Recitals

A. Lincoln "Q" Company, a Nebraska general partnership (predecessor to Developer) and N & K Investment Co., a Nebraska general partnership (predecessor to Owner) executed that certain Cross Easement Agreement dated May 28, 1993, and recorded as Instrument No. 93-21953 of the Real Property Records of Lancaster County, Nebraska, as modified by First Amendment to Cross Easement Agreement dated September 19, 2013, and recorded as Instrument No 2013050165 of the Real Property Records of Lancaster County, Nebraska ("First Amendment") (collectively the "Easement Agreement").

B. Developer and Owner desire to amend the Easement Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants, Developer and Owner agree as follows:

1. **Definitions.** Any capitalized term used herein but undefined shall have the meaning as defined in the Easement Agreement. The legal description of the Developer's Tract is Lots 2 and 3 and Outlot "A", "Q" Place, a subdivision in the City of Lincoln, Lancaster County, Nebraska. The legal description of the Owner's Tract is Lot 1, "Q" Place, a subdivision in the City of Lincoln, Lancaster County, Nebraska.

2. **Conflict.** In the event of any conflict between the terms of this Agreement and the terms of the Easement Agreement, the terms of this Agreement shall control.

3. **BeautyFirst Permitted Use.** As of the date of this Agreement, Section 4 of the First Amendment is deleted in its entirety and Owner's Tract can no longer be used for the BeautyFirst Permitted Use (as defined in the First Amendment).

4. **Lumber Liquidator Permitted Use.** Developer and Owner agree that approximately the west half of the building on the Owner's Tract ("Building") may be used for the following use (collectively, the "Lumber Liquidator Permitted Use"): the operation in compliance with all applicable laws of a retail and wholesale store for the retail and wholesale sales and distribution of flooring building supplies primarily to consist of tile, hardwood, laminate, resilient, cork, bamboo, engineered flooring, flooring related tools, and other related flooring products, along with installation services related thereto and, as an incidental part of

such business, other services related thereto. Developer acknowledges that as part of the Lumber Liquidator Permitted Use (a) a forklift may be used within the Building, (b) tractor trailer loading and unloading may occur at the two overhead doors shown on Exhibit A (the "**Overhead Doors**") subject to the terms of this Agreement, and (c) a truck delivery ramp (the "**Loading Ramp**"), which shall be stored inside the Building as shown on Exhibit A-1, may be used to assist with the loading and unloading of trucks at the Overhead Doors. Owner shall not use or permit the use of any portion of the Owner's Tract in any manner that creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits unreasonable noise or sounds, or creates unusual fire, explosive or other hazards. Other than the Lumber Liquidator Permitted Use, Owner shall not use or permit the use of all or any portion of the Building on the Owner's Tract for any other use or purpose without first obtaining Developer's prior written consent in accordance with the terms of Section 9(D) of the Easement Agreement. At such time that no portion of the Building on the Owner's Tract has been used for the Lumber Liquidator Permitted Use for a period of 90 consecutive calendar days, the right to use all or a portion of the Building on the Owner's Tract for the Lumber Liquidator Permitted Use shall cease.

5. **Trash Removal.** The trash area for the entire Building on the Owner's Tract shall be located adjacent to the Overhead Doors at the location shown on the attached Exhibit A ("**Trash Area**"). No trash, rubbish or garbage shall be burned in or about the Building, Owner's Tract or Developer's Tract. All trash, rubbish or garbage in the Building or on the Owner's Tract shall be stored in a sanitary and inoffensive manner inside the Building or in the screened Trash Area. Owner shall, at Owner's expense, cause all trash to be removed from the Trash Area at reasonable intervals (which may need to be daily) so the Trash Area remains free of debris and is kept in good condition, repair, sightly and clean at all times during the term of the Easement Agreement, as amended herein.

6. **Repair.** Owner, at its cost and expense, shall repair any damage to the Building, the Trash Area, the Overhead Doors and the parking, driveways and other common areas located on the Owner's Tract and/or the Developer's Tract ("**Repair Areas**") and shall keep the Repair Areas in good order and condition and shall make all necessary or appropriate repairs and replacements to the Repair Areas from time to time during the term of the Easement Agreement, as herein amended, due to any activities or business operated on the Owner's Tract, including, without limitation, from any delivery trucks. All repairs and replacements effected by Owner shall be in all respects of a standard at least substantially equal in quality of material and workmanship to the original work and material in and on the Repair Areas and shall meet all requirements of municipal and governmental authorities and applicable laws.

7. **Overhead Doors.** Owner shall, at Owner's expense, and in accordance with plans and specifications approved in writing by Developer, install the Overhead Doors for the Building in the location shown on the attached Exhibit A and Exhibit A-1. Owner shall store or cause to be stored the Loading Ramp in the Building at the location shown on Exhibit A-1 and Owner shall not use or permit to be used the Loading Ramp in the customer parking areas on the Owner's Tract and the Developer's Tract. Owner shall cause all trucks to back up to the Overhead Doors as close as possible to the Building, and the Loading Ramp, including the front of the Loading Ramp closest to the rear of the truck, may not be extended beyond the sidewalk adjacent to the Building for purposes of loading and unloading. Trucks at the Overhead Doors

may block the drive aisle in front of the Building for not more than one hour. For each violation of the foregoing covenants and restrictions and the covenants and restrictions under Sections 5, 6, 8 and 9 of this Agreement, and in addition to Developer's other rights and remedies under the Easement Agreement, as herein amended, and at law and in equity, Owner shall pay to Developer, within 10 days after written demand, as liquidated damages and not as a penalty, the sum of \$250.00 per violation.

8. **Parking of Delivery Vehicles.** No truck servicing the Building and Repair Areas shall block the drive aisle in front of the Building for periods of more than one hour. There shall be no long term parking of delivery vehicles or trucks in the parking or other common areas on Owner's Tract or Developer's Tract for periods in excess of four (4) hours, and then, only at such locations as are approved in writing by Developer.

9. **Pallets.** All pallets shall be stored inside the Building until such time as they are being removed for off-site disposal.

10. **Hand rail.** Owner shall, at Owner's expense, and in accordance with plans and specifications approved in writing by Developer, install a protective decorative hand rail along the sidewalk by the eastern most Overhead Door for customers use and such hand rail shall be constructed in such a manner as to prevent customer access to the area serviced by the Overhead Doors.

11. **Liability Insurance.** Owner shall keep in force during the term of this Agreement, with an insurance company authorized to do business in the State of Nebraska and which has a Best's Insurance Guide Rating of A-:VII or better ("*Qualified Carrier*"), a policy of commercial general liability insurance, including property damage, (or its equivalent) with respect to the Owner's Tract, the Building, the entire sidewalk in front of the Building, the Trash Area and the business operated by Owner and any other occupant of the Building, in which the limits of coverage shall not be less than \$3,000,000.00 in the aggregate (combined single limit bodily injury and property damage), which limits can be met by a stacking of so called "primary" and "umbrella" coverage for an aggregate coverage of not less than \$3,000,000.00. Such policy shall also include contractual liability coverage with the Easement Agreement, as herein amended, as a covered contract. In addition to Owner, the policy shall also name Developer and any other person, firm or corporation designated by Developer and in privity with it, as an additional insured with respect to third party claims for injury to persons or damage to property occurring on the Owner's Tract, in the Building, or on the sidewalk in front of the Building and the Trash Area during the term of this Agreement, except to the extent such damage or injury is caused by the negligence or willful misconduct of any of the additional insureds. Owner shall, within 30 days after written request, provide Developer with a certificate or other evidence of such insurance, and Owner will give Developer at least 25 days' written notice prior to any cancellation of, lapse or material change in the insurance.

12. **Indemnity.** Owner shall indemnify, defend and save harmless Developer from any and all liability, damages, claims, suits and expenses (including attorneys' fees and court costs) which Developer may incur by reason of the activities of Owner, or Owner's agents,

EXHIBIT A

www.lumberliquidators.com
LUMBER LIQUIDATORS
1800-441-1444

SITE PLAN



STORE # : 146
ADDRESS: 6400 JEFFERSON
ST. WILSON, PA 15390

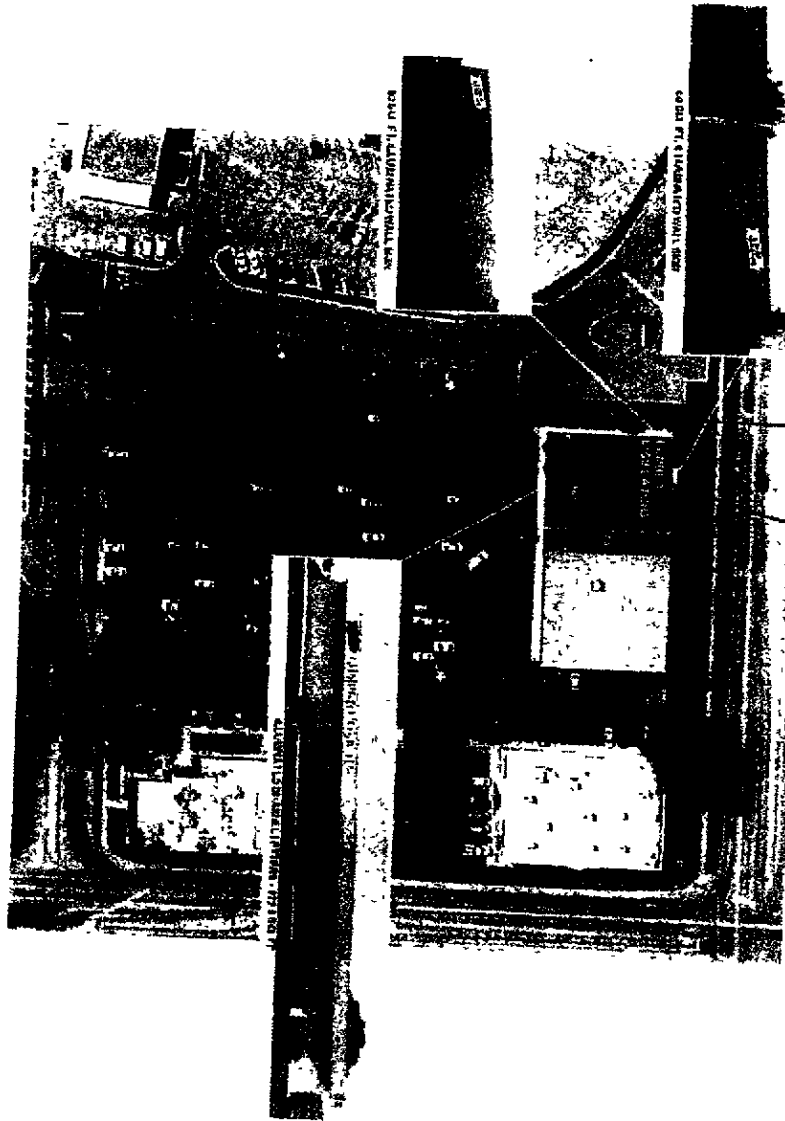


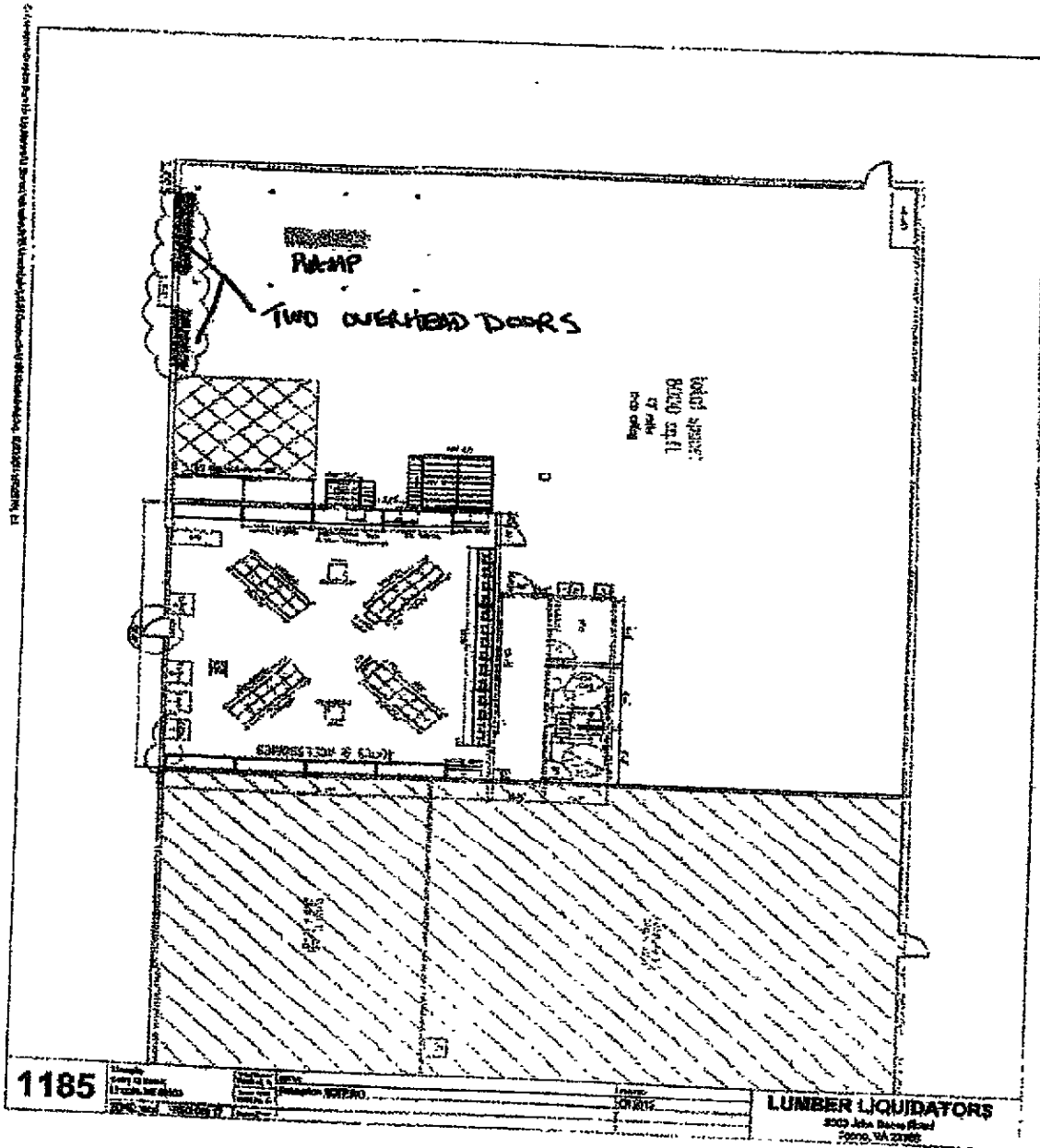
Exhibit A

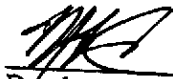
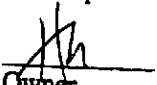
*Trash Area for Entire Bldg (16,200 sq ft)
Also Overhead Door Locations
(See Exhibit "A-1")*

Initialed by

[Signature]
Developer
[Signature]
Owner

EXHIBIT A-1



Initialed by 
Developer

Owner