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WHEN RECORDED RETURN TO:

EW
Mark D. Eisemann
Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, MO 64106

Title of Document: Fourth Amendment to Cross Easement Agreement

Date of Document: August 18, 2016

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: 22831 West Angus Road
Gretna, Nebraska 68028

Reference Book and Page(s): Instrument No. 93-21953
Instrument No. 2013050165
Instrument No. 2015003922
Instrument No. 2015049708

***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.)

Fourth Amendment to Cross Easement Agreement

This Fourth Amendment to Cross Easement Agreement (the "**Agreement**") is made as of August 18, 2016, 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 22831 West Angus Road, Gretna, Nebraska 68028.

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 in 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 in the Real Property Records of Lancaster County, Nebraska, Second Amendment to Cross Easement Agreement dated November 21, 2014, and recorded as Instrument No. 2015003922 in the Real Property Records of Lancaster County, Nebraska, and Third Amendment to Cross Easement Agreement dated November 13, 2015, and recorded as Instrument No. 2015049708 in the Real Property Records of Lancaster County, Nebraska (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.

"**Building**" shall mean the building existing on the Owner's Tract as of the date of this Agreement.

"**Common Areas**" shall mean the parking areas, driveways, sidewalks, landscaping and other common areas from time to time located on the Developer's Tract.

"**Dietze Music**" shall mean Dietze Music House of Lincoln, Inc., a Nebraska corporation, which has an address of 5555 S. 48th St., Lincoln, Nebraska 68516.

No
PLACE

“Dietze Music Permitted Use” shall mean the operation of a retail store for the sale of musical instruments and related accessories, and, as an incidental part of Tenant’s business in the Dietze Music Premises, the providing of music lessons.

“Dietze Music Premises” shall mean the premises identified and cross-hatched as the “Dietze Music Premises” on the Site Plan, which premises contain approximately 4,362 square feet of floor area and are located in the middle portion of the Building.

“Proposed Dietze Music Lease” shall mean the proposed lease between Owner, as landlord, and Dietze Music, as tenant, for the Dietze Music Premises in the Building.

“Site Plan” shall mean the site plan consisting of page A-1 attached to this Agreement as Exhibit A and incorporated herein by this reference.

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. As between Owner and Dietze Music, in the event of any conflict between this Agreement and the Proposed Dietze Music Lease, the terms of the Proposed Dietze Music Lease shall control.

3. **Proposed Dietze Music Lease and Dietze Music Permitted Use.**

(A) Owner and Dietze Music are negotiating the Proposed Dietze Music Lease. Developer has approval rights with respect to the use of the Dietze Music Premises. Developer and Owner agree that during the term of the Proposed Dietze Music Lease, the Dietze Music Premises shall be used only for the Dietze Music Permitted Use and for no other use or purpose. If the Proposed Dietze Music Lease is not fully executed and delivered on or before the date 90 days after the date of this Agreement, and written notice thereof is not given to Developer within 30 days after such foregoing date, then this Agreement shall automatically terminate and be of no further force and effect, except that Owner’s obligations under Paragraph 4 shall survive such termination.

(B) Dietze Music shall keep the Premises open for business only during the following hours and days: from 10:00 AM through 8:00 PM on Monday through Saturday and 12:00 PM through 5:00 PM on Sunday (all hours local time then current).

(C) Other than the Dietze Music Permitted Use, the Lumber Liquidator Permitted Use and the USPS 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.

(D) If, after initially opening the Dietze Music Premises for business with the public for the Dietze Music Permitted Use, the Dietze Music Premises is not used for the Dietze

Music Permitted Use for a period of 90 consecutive calendar days (for reasons other than fire or other casualty damage to the Dietze Music Premises that Owner is diligently and in good faith rebuilding or repairing, but such rebuilding or repair work will take longer than 90 days), then, from and after the expiration of such 90 day period, Owner and Dietze Music shall no longer have the right to use the Dietze Music Premises for the Dietze Music Permitted Use.

4. **Attorneys' Fees and Common Area Contribution.** Owner will pay to Developer, contemporaneously with Owner's execution and delivery of this Agreement to Developer, (a) all attorneys' fees and filing fees incurred or reasonably estimated to be incurred by Developer in the preparation, negotiation, execution and recording of this Agreement, and (b) all common area expenses then due and payable, if any, by Owner to Developer under the Easement Agreement.

5. **Repair.** Owner (which term for purposes of this Paragraph 5 shall be deemed to include Dietze Music), at Owner's expense, shall repair any damage to the Building, the Common Areas or other buildings and improvements on the Developer's Tract and the Owner's Tract due to Owner's or Dietze Music activities pursuant to the terms of this Agreement, including, without limitation, the performance of any remodeling work, and Dietze Music's use of the Dietze Music Premises. 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 used and shall meet all requirements of all applicable municipal and governmental authorities and laws.

6. **Parking of Trucks and Vehicles Servicing the Dietze Music Premises and Employee Parking.** No truck or vehicle servicing the Dietze Music Premises shall block the drive aisle in front of the Building. There shall be no long term parking of trucks or vehicles servicing the Dietze Music Premises 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. Employees of Dietze Music shall park their personal vehicles only in parking spaces designated in writing by Developer from time to time (it being agreed by the parties hereto that in no event shall more than 4 personal vehicles prior to 5:00PM, and 7 personal vehicles between 5:00PM and 8:00PM, of employees of Dietze Music park on the Developer's Tract in the parking spaces designated in writing by Developer from time to time as non-exclusive employee parking spaces available for non-exclusive parking by employees of Dietze Music. Dietze Music shall not have more than 4 employees prior to 5:00PM and 7 employees after 5:00PM working in the Dietze Music Premises. If any employee of Dietze Music fails to park within the applicable designated parking areas or if there are more than 4 employee vehicles prior to 5:00PM and 7 employee vehicles after 5:00PM of Dietze Music parked on the Developer's Tract, then Owner will reimburse Developer \$100 for each day or portion of a day a vehicle is so parked in violation, which remedy shall be in addition to any other remedies available to Developer, including the right to tow such vehicle at Owner's expense and sole liability.

7. **Liability Insurance.** Dietze Music shall keep in force during the term of its lease, 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, a policy of commercial general liability insurance, including property damage, (or its equivalent) with respect to the Dietze Music Premises, the business operated by Dietze Music in the Dietze Music Premises, and Dietze Music's use of the Common Area, 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 Dietze Music, the policy shall also name Owner and 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, except to the extent such damage or injury is caused by the negligence or willful misconduct of any of the additional insureds. Dietze Music shall, within 30 days after written request, provide Developer with a certificate or other evidence of such insurance, and Dietze Music will give Developer at least 25 days' written notice prior to any cancellation of, lapse or material change in the insurance.

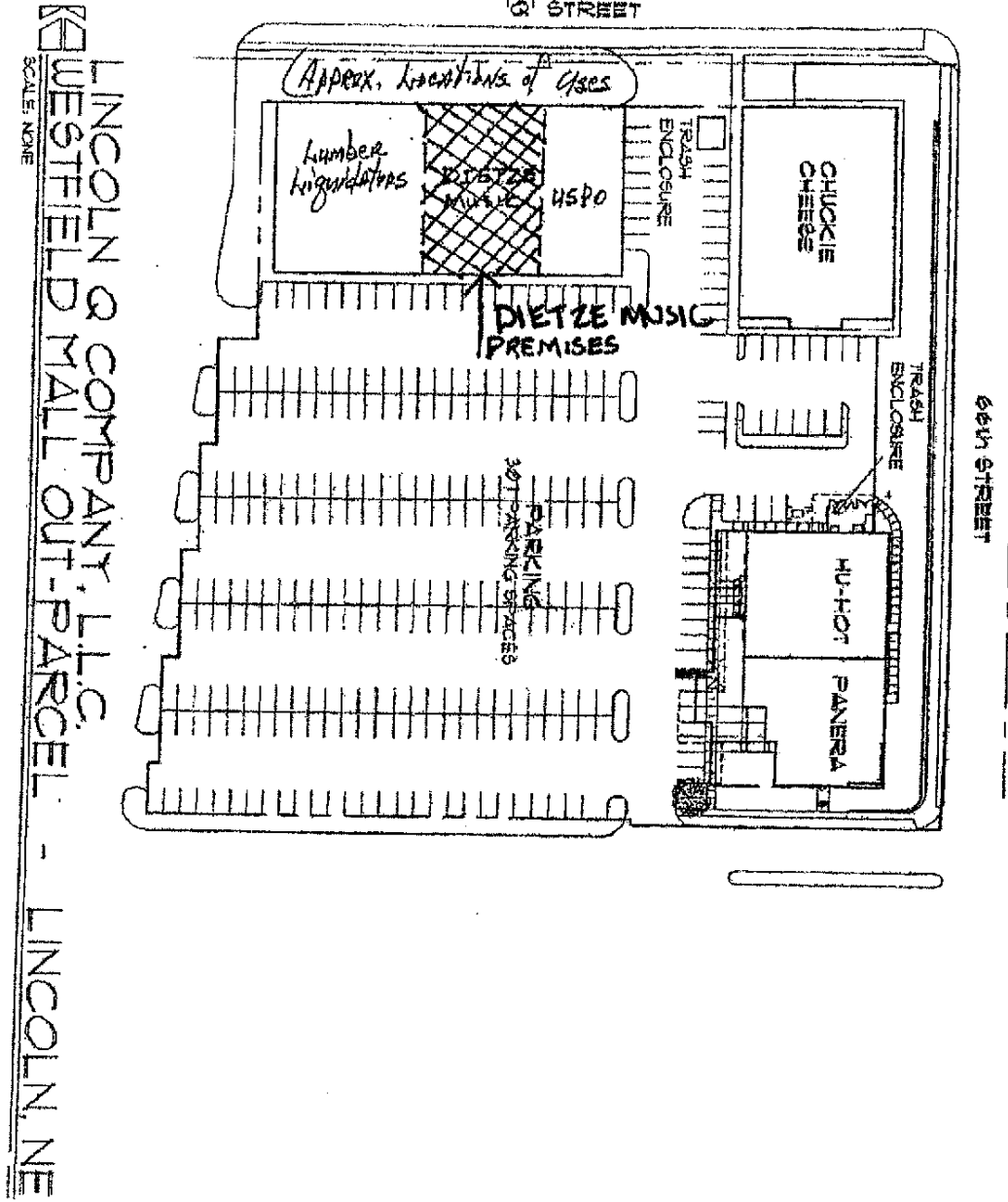
8. **Indemnity.** Dietze Music hereby agrees to save harmless, defend and indemnify Owner and Developer from all claims, loss, damage, actions, causes of actions, expense, and/or liability (including reasonable attorneys' fees and costs) (collectively, "**Liability**") incurred by Owner or Developer resulting from the use of the Dietze Music Premises and/or the Common Areas by Dietze Music, or its employees, contractors, licensees or concessionaires, or the failure of Dietze Music to comply with the terms of this Agreement, whenever such Liability arises.

9. **Notices.** As of the date of this Agreement, all notices to Owner shall be sent to:

6401 Q Street, LLC
22831 West Angus Road
Gretna, NE 68028.

10. **Miscellaneous.** The Easement Agreement, as herein amended, shall continue in full force and effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

EXHIBIT A



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