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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 7/19/2007 11:18:30.83

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After recording return to: Bob Freeman, 500 Energy Plaza, 409 S. 17th St., Omaha, NE 68102 402.341.6000

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made this 18 day of July, 2007, by and between McCann Enterprises, Inc., a Nebraska corporation ("McCann") and PBK Valley, LLC, a Nebraska limited liability company ("PBK").

WITNESSETH:

WHEREAS, the parties hereto have entered into a certain Real Estate Purchase Agreement dated December 21, 2007 (the "Purchase Agreement") wherein PBK purchased from McCann certain real property located in Valley Nebraska as more fully described on Exhibit A attached hereto (the "PBK Property");

WHEREAS, McCann is the owner of certain real property located adjacent to the PBK Property as more fully described on Exhibit B attached hereto (the "McCann Property"); and

WHEREAS, pursuant to Section 9(g) of the Purchase Agreement, the parties agreed to record this Agreement against the PBK Property to provide for maintenance of the shrubbery of the portion of the Real Property that will sever as a barrier between the Real Property and McCann's Retained Property (as defined in the Purchase Agreement), all on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McCann and PBK hereby agree as follows:

- Maintenance. PBK shall maintain the shrubbery and landscaping to be installed by PBK on the Property that will serve as a barrier between the Real Property and the McCann Property (the "Barrier") in such manner as determined by PBK in its reasonable discretion (the "Maintenance"). In the event PBK fails to maintain, or cause to be maintained, the Barrier, then McCann may do so after ten (10) days' written notice to PBK, in which case PBK shall reimburse McCann for the reasonable costs and expenses incurred by McCann for the Maintenance upon receipt of an invoice for such costs and expenses.

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2. Expenses. PBK agrees to pay all costs and expenses arising in connection with the Maintenance of the Barrier.

3. Binding Effect and Severability. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of McCann and PBK. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4. Entire Agreement and Amendment. This Agreement contains the entire agreement between McCann and PBK and there are no other terms, conditions, promises, undertakings, statement or representations, expressed or implied, concerning the Maintenance contemplated by this Agreement. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both McCann and PBK.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by telecopy or via a nationally-recognized overnight courier service with charges prepaid, and shall be deemed received upon the earlier of: (a) if delivered personally or via overnight courier, the date of delivery to the address of the person to receive such notice, (b) if mailed, upon the date of receipt as disclosed on the return receipt, (c) if telecopied, the date of receipt as disclosed by the transmission record. Such notices and communications shall be addressed to the parties at the following respective addresses:

McCann Enterprises, Inc.
Attn: James E. Landen
1120 S. 101 Street
Omaha, NE 68124

With a copy to:
Koley Jessen P.C.
Attn: Max J. Burbach
1125 South 103 Street, Suite 800
Omaha, NE 68124

PBK Valley, LLC
Attn: Brian Pellowski
3800 American Blvd. West, Suite 760
Bloomington, MN 55431

With a copy to:
Bob Freeman, Esq.
Fraser Stryker Law Firm
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102

EXHIBIT A

LEGAL DESCRIPTION OF PBK PROPERTY

That part of the Southwest Quarter and that part of the West Half of the Southeast Quarter all in Section 36, Township 16 North, Range 9 East of the 6th P.M., in Douglas County, Nebraska, lying South of the South right of way line of the Union Pacific Railroad and North of the North right of way line of Meigs Road, the entire parcel described by metes and bounds as follows:

Beginning at the intersection of the West line of Tax Lot 9 in the East Half of the Southeast Quarter of Section 36 and the South right of way line of the Union Pacific Railroad as monumented with a 5/8" rebar with a 1 1/4" yellow plastic cap stamped LS 545;

Thence South 02°23'13" East (bearings referenced to Nebraska State Plane NAD83) for 2267.54 feet along the East line of said West Half of the Southeast Quarter of said Section 36 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545 in the North right of way line of Meigs Road;

Thence South 87°40'42" West for 1319.93 feet parallel with and 50.00 feet North of the South line of said Section 36, along said North right of way to an angle point therein as monumented with a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545;

Thence South 87°40'59" West for 2316.67 feet continuing along said parallel line and the North right of way line to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545 at the intersection of the South right of way line of the Union Pacific Railroad;

Thence North 55°43'03" East for 4283.33 feet parallel with and 50.00 feet South of the center line of said Union Pacific Railroad and the South right of way line thereof to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF McCANN PROPERTY

The Southwest Quarter of the Southeast Quarter and the Southwest Quarter of Section 36, Township 16 North, Range 9 East of the 6th P.M., which lies North and West of railroad right of way, in Douglas County, Nebraska, except the following:

That part conveyed for railroad purposes by Patent dated October 14, 1892, filed November 16, 1892 in Book 171 at Page 108; that portion conveyed for railroad purposes by Patent dated October 14, 1892, filed November 16, 1892 in Book 171 at Page 109; that portion conveyed to Douglas County by Quit Claim Deed, dated December 2, 1975, filed April 30, 1976, in Book 1543 at Page 32; that portion conveyed to Douglas County, by Quit Claim Deed dated December 1975, filed April 30, 1975 in Book 1543 at Page 28 as corrected by Quit Claim Deed, dated June 1, 1976, filed July 17, 1976, in Book 1546 at Page 494; that portion conveyed to Douglas County by Quit Claim Deed, dated December 2, 1975, filed April 30, 1976, in Book 1543 at Page 29; and that portion conveyed to Douglas County by deed filed April 30, 1976 in Book 1543 at Page 31;

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 9 East of the 6th P.M., which lies North and West of railroad right of way, in Douglas County, Nebraska, except the following:

That portion conveyed for railroad purposes by Right of Way Deed dated August 22, 187, filed September 20, 1887, in Book 99 at Page 612; that portion conveyed for railroad purposes by Warranty Deed dated April 16, 1917, filed April 26, 1917 in Book 403 at Page 213.

Except

That part of the Southwest Quarter and that part of the West Half of the Southeast Quarter all in Section 36, Township 16 North, Range 9 East of the 6th P.M., in Douglas County, Nebraska, lying South of the South right of way line of the Union Pacific Railroad and North of the North right of way line of Meigs Road, the entire parcel described by metes and bounds as follows:

Beginning at the intersection of the West line of Tax Lot 9 in the East Half of the Southeast Quarter of Section 36 and the South right of way line of the Union Pacific Railroad as monumented with a 5/8" rebar with a 1 1/4" yellow plastic cap stamped LS 545;

Thence South 02°23'13" East (bearings referenced to Nebraska State Plane NAD83) for 2267.54 feet along the East line of said West Half of the Southeast Quarter of said Section 36 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545 in the North right of way line of Meigs Road;

Thence South $87^{\circ}40'42''$ West for 1319.93 feet parallel with and 50.00 feet North of the South line of said Section 36, along said North right of way to an angle point therein as monumented with a $5/8''$ rebar with $1\frac{1}{4}''$ yellow plastic cap stamped LS 545;

Thence South $87^{\circ}40'59''$ West for 2316.67 feet continuing along said parallel line and the North right of way line to a $5/8''$ rebar with $1\frac{1}{4}''$ yellow plastic cap stamped LS 545 at the intersection of the South right of way line of the Union Pacific Railroad;

Thence North $55^{\circ}43'03''$ East for 4283.33 feet parallel with and 50.00 feet South of the center line of said Union Pacific Railroad and the South right of way line thereof to the point of beginning.