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CROSS EASEMENT AGREEMENT  
AND BUILDING RESTRICTION AGREEMENT

CROSS EASEMENT AGREEMENT AND BUILDING RESTRICTION AGREEMENT (herein "the agreement"), entered into this 1st day of April, 1992, between RODNEY KUSH and KATHLEEN KUSH, husband and wife (herein "Kush") and DON ROBERT and LOIS A. ROBERT, husband and wife, (herein "Robert").

Preliminary Statement

1. Kush is presently owner of all of the real estate described in Exhibit "A" ("the Kush property") and Robert is presently owner of all of the real estate described on Exhibit "B" ("the Robert property"). The easements granted herein are, as the case may be, reciprocal cross easements from Robert, as owner, to Kush, and from Kush, as owner, to Robert. The easement locations are delineated on a drawing entitled "Easement Locations" prepared by Elliott & Associates and dated October 21, 1991, which drawing is incorporated herein by reference as Exhibit "C" and made a part hereof.

Purpose of Easements

2. The easements granted herein are, where indicated, for ingress and egress to portions of the Robert property and Kush property, or for parking of motor vehicles, or for installation of a sign, or for installation and maintenance of sanitary and storm sewer, water, gas, electrical, telephone, and cable television installations and facilities, and for no other purposes, provided however, no portion of easement areas 2A, 2B and 3A shall be used for purposes other than as set forth for each such easement area. By executing the agreement, Robert and Kush agree to be bound by the terms, conditions, and purposes set forth herein for each separate easement and the maintenance of each separate easement area, as provided for herein. Easements for ingress and egress and for parking of motor vehicles shall be non-exclusive and shall be for the benefit of Robert and Kush and their respective employees, customers and invitees. Easement areas for ingress and egress shall at all times be and remain open and unobstructed. All easement areas for parking shall at all times be non-assigned and shall include designated areas for handicapped persons as required by applicable law. Each party grants the other reasonable access to the other's property as may be necessary to comply with all required maintenance of or construction or replacement of improvements located in a particular easement area.

SEE ATTACHMENT #1  
RK  
K

The Easements

3. Each easement is designated by number and legal description as follows:

Commencing at the W 1/4 corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence continuing N89°22'23"E, a distance 644.37 feet; thence N00°33'25"W, a distance of 565.00 feet; thence N89°22'23"E, a distance of 12.00 feet; thence S00°33'25"E, a distance of 581.00 feet; thence S89°22'23"W, a distance of 654.61 feet to a point on said Easterly right-of-way line 72nd Street; thence N06°31'12"W, along said Easterly right-of-way line of 72nd Street, a distance of 16.09 feet to the point of beginning.

Said Easement contains an area of 0.396 acres, more or less.

Until such time as the Rogert Property is developed, Kush shall be solely responsible for the costs of maintenance, repair and/or replacement of the road located within Easement No. 1B. From and after the development of part or all of the Rogert Property immediately abutting Easement Area No. 1B, Kush shall continue to be responsible for the maintenance, repair and/or replacement of the road located within Easement No. 1B, provided, however, Kush shall have the right to obtain reimbursement for a portion of the costs of such maintenance, repair and/or replacement from the then owners of the Rogert Property immediately abutting Easement Area No. 1B on which improvements have been constructed. Said reimbursement shall be based upon a ratio the denominator of which is the aggregate finished square feet of improvements located on the Kush Property and the Rogert Property and the numerator of which is the finished square footage of improvements located on that portion of the Rogert Property from whom Kush will obtain reimbursement.

From Kush to Rogert:

EASEMENT NO. 2A

An Ingress and Egress Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 681.60 feet; thence N89°22'23"E, a distance of 60.00 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence N89°22'23"E, a distance of 55.00 feet; thence N10°32'17"E, a distance of 178.64 feet; thence N89°22'23"E, a distance of 542.00 feet; thence S00°33'25"E, a distance of 12.50 feet; thence S89°22'23"W, a distance of 519.86 feet; thence S00°37'37"E, a distance of 182.76 feet; thence S89°22'23"W, a distance of 111.71 feet to a point on said Easterly right-of-way line of 72nd Street; thence N00°37'37"W, along said Easterly right-of-way line of 72nd Street, a distance of 20.00 feet to the point of beginning.

Said Easement contains an area of 0.359 acres, more or less.

Kush does hereby grant to Rogert a non-exclusive ingress and egress easement over, through and across that portion of the Kush Property denoted as Easement No. 2A in order to permit access to and from 72nd Street over and across those portions of the Kush Property denoted as Easement No. 2A. Kush and Rogert shall be responsible for overseeing the design, construction and maintenance of the road located within Easement No. 2A. The costs of construction, maintenance, repair and/or replacement of the improvements within said easement shall be divided equally between the Kush Property and the owner or owners of that portion of the Rogert Property lying to the north of Easement No. 2B-1. In the event there is more than one owner of that portion of the Rogert Property lying to the north of Easement No. 2B-1, said costs of construction shall be allocated among said owners based upon the ratio that each owner's finished square footage bears to the finished square footage of all owners.

From Kush to Rogert:

EASEMENT NO. 2B

An Ingress and Egress Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 665.78 feet; thence N89°22'23"E, a distance of 50.00 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence N00°37'37"W, along said Easterly right-of-way line of 72nd Street, a distance of 4.18 feet; thence N89°22'23"E, a distance of 68.95 feet; thence S10°32'17"W, a distance of 20.39 feet; thence S89°22'23"W, a distance of 55.00 feet to a point on said Easterly right-of-way line of 72nd Street; thence N00°37'37"W, along said Easterly right-of-way line of 72nd Street, a distance of 15.82 feet; thence S89°22'23"W, along said Easterly right-of-way line of 72nd Street, a distance of 10.00 feet to the point of beginning.

Said Easement contains an area of 0.027 acres, more or less.

Rogert does hereby grant to Kush the non-exclusive ingress and egress easement over, through and across that portion of the Rogert Property denoted as Easement No. 2B in order to permit access to and from 72nd Street to the Kush Property. Kush and Rogert shall be responsible for overseeing the design, construction and maintenance of the road located within Easement No. 2B. The costs of construction, maintenance, repair and/or replacement of the improvements within said easement shall be divided equally between the Kush Property and the owner or owners of that portion of the Rogert Property lying to the north of Easement No. 2B-1. In the event there is more than one owner of that portion of the Rogert Property lying to the north of Easement No. 2B-1, said costs of construction shall be allocated among said owners based upon the ratio that each owner's finished square footage bears to the finished square footage of all owners.

From Rogert to Kush:

EASEMENT NO. 2B-1

An Igress and Egress Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW 1/4 of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street; thence S00°33'25"E, a distance of 372.17 feet to the point of beginning; thence continuing S00°33'25"E, a distance of 12.50 feet; thence S89°22'23"W, a distance of 542.00 feet; thence S10°32'17"W, a distance of 40.68 feet; thence N00°37'37"W, a distance of 52.41 feet; thence N89°22'23"E, a distance of 549.89 feet to the point of beginning.

Said Easement contains an area of 0.161 acres, more or less.

Rogert does hereby grant to Kush the non-exclusive ingress and egress easement over, through and across that portion of the Rogert Property denoted as Easement No. 2B-1 in order to permit access to and from 72nd Street to the Kush Property. Kush and Rogert shall be responsible for overseeing the design, construction and maintenance of the road located within Easement No. 2B-1. The costs of construction, maintenance, repair and/or replacement of the improvements within said easements shall be divided equally between the Kush Property and the owner or owners of that portion of the Rogert Property lying to the north of Easement No. 2B-1. In the event there is more than one owner of that portion of the Rogert Property lying to the north of Easement No. 2B-1, said costs of construction shall be allocated among said owners based upon the ratio that each owner's finished square footage bears to the finished square footage of all owners.

From Kush to Rogert:

EASEMENT NO. 3A

A Parking Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW 1/4 of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street; thence S00°33'25"E, a distance of 384.67 feet to the Point of Beginning; thence continuing S00°33'25"E, a distance of 195.26 feet; thence S89°22'23"W, a distance of 541.76 feet; thence N00°37'37"W, a distance of 195.26 feet; thence N89°22'23"E, a distance of 542.00 feet to the point of beginning.

Said Easement contains an area of 2.429 acres, more or less.

Kush does hereby grant to Rogert a non-exclusive parking easement for that portion of the Kush Property denoted as Easement No. 3A. Kush shall be solely responsible for the costs of maintenance, repair and replacement of said easement located on his property. Additionally, there shall at all times be maintained not less than one hundred (100) contiguous parking stalls located within Easement No. 3A. Said parking stalls located within said easement shall be located in close proximity to the common boundary line shared by Easement 3A and Easement 3B.

From Rogert to Kush:

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EASEMENT NO. 3B

A Parking Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW 1/4 of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street; thence S00°33'25"E, a distance of 284.67 feet to the point of beginning; thence continuing S00°33'25"E, a distance of 100.00 feet; thence S89°22'23"W, a distance of 549.88 feet; thence N00°37'37"W, a distance of 100.00 feet; thence N89°22'23"E, a distance of 550.00 feet to the point of beginning.

Said Easement contains an area of 1.263 acres, more or less.

Rogert does hereby grant to Kush a non-exclusive parking easement over that portion of the Rogert Property denoted as Easement No. 3B. Rogert shall be solely responsible for the costs of maintenance, repair and replacement of said easement. Additionally, there shall at all times be maintained not less than one hundred (100) contiguous parking stalls located within Easement No. 3B. Said parking stalls located within said easement shall be located in close proximity to the common boundary line shared by Easement 3A and Easement 3B.

From Rogert to Kush:

EASEMENT NO. 4

An Ingress and Egress Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW 1/4 of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street, said point also being the point of beginning; thence N87°35'30"E along said Southerly right-of-way line of "L" Street, a distance of 28.01 feet; thence S00°33'25"E, a distance of 385.54 feet; thence S89°22'23"W, a distance of 28.00 feet; thence N00°33'25"W, a distance of 384.67 feet to the point of beginning.

Said Easement contains an area of 0.248 acres, more or less.

Rogert does hereby grant to Kush a non-exclusive ingress and egress easement to and from the Kush Property over and across that portion of the Rogert Property denoted as Easement No. 4. The owner of that portion of the Rogert Property lying north of Easement No. 3B shall be solely responsible for the costs associated with the construction of and maintenance of the paved surface located on Easement No. 4. Provided, however, until such time as Rogert either develops that portion of the Rogert Property lying north of Easement No. 3B or sells that portion of the Rogert Property lying north of Easement No. 3B to a third party, Rogert shall not be obligated to incur any expense for such construction of the paved surface located within Easement No. 4. From and after such sale or development by Rogert of that portion of the Rogert Property lying north of Easement No. 3B, Rogert and/or his purchaser shall be solely responsible for the construction of the paved surface located within Easement No. 4.

From Rogert to Kush:

EASEMENT NO. 5

A Sign Easement located in the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW 1/4 of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street, said point also being the point of beginning; thence S00°33'25"E, a distance of 18.01 feet; thence S87°35'30"W, a distance of 50.00 feet; thence N00°33'25"W, a distance of 18.01 feet to a point on said Southerly right-of-way line of "L" Street; thence N87°35'30"E along said Southerly right-of-way line of "L" Street, a distance of 50.00 feet to the point of beginning.

said Easement contains an area of 0.021 acres, more or less.

Subject to compliance with all local signage requirements, Rogert does hereby grant to Kush a non-exclusive easement to construct, install, maintain and/or replace signage identifying the businesses being operated on the Kush Property. All such signage shall be constructed, installed, maintained and/or replaced at Kush's sole cost and expense. Notwithstanding anything else to the contrary contained herein, Kush hereby agrees to permit any owner or occupant of that portion of the Rogert Property lying north of Easement No. 3B to use said signage. Provided, however, Kush shall be entitled to obtain reimbursement from said owner or occupant of a pro-rata portion of the costs incurred by Kush in connection with the cost incurred by Kush in the initial installation of said signage. Said owner or occupant who uses a portion of the Kush signage shall be solely responsible for the cost incurred in maintenance of its portion of said sign. Kush and all users of said signage shall be obligated to use Easement No. 5 in such a manner as not to cause interference with the use of Easement No. 4.

Building Location Restriction

4. Rogert agrees with Kush that there shall be no above ground improvements constructed or installed or maintained within one hundred feet of the south boundary line of the parking easement area designated as Easement No. 3B, provided, however, that this Building Location Restriction shall not apply to any of the Rogert Property lying west of the west boundary line of the area designated as Easement No. 3B., and provided further, however, that this restriction shall not prevent the placement of construction equipment and materials in the area during any period of construction upon the remainder of the Rogert property.



Binding Effect

5. This Cross Easement Agreement and Building Restriction Agreement shall be binding upon the Kush property and Rogert property and shall inure to the benefit of Kush and Rogert, their heirs, personal representatives, grantees, lessees, successors and assigns.

Breach

6. In the event of a breach or threatened breach of this Agreement, any record owner of all or a portion of either the Kush Property or the Rogert Property shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

IN WITNESS WHEREOF, Kush and Rogert have executed this Agreement as of the date first above written.

Rodney Kush  
Rodney Kush

Kathleen Kush  
Kathleen Kush

KUSH

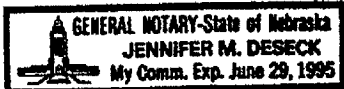
Don Rogert  
Don Rogert

Lois A. Rogert  
Lois A. Rogert

ROGERT

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me on April 1, 1992 by RODNEY KUSH and KATHLEEN KUSH, husband and wife.



Jennifer M. Deseck  
Notary Public

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me on April 1, 1992 by DON ROGERT and LOIS A. ROGERT, husband and wife.



Clayton Byam  
Notary Public

ATTACHMENT #1

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Provided however, the easement for installation and maintenance of sanitary and storm sewer, water, gas, electrical, telephone and cable television installations and facilities referenced in this Paragraph 2 shall be located solely in the West 100 feet of easement areas 1A and 1B and the party using said easement area for said purposes shall be required to perform all work within said easement areas in a expeditious manner so as not to interfere with the use of said easement area.

LEGAL DESCRIPTION  
TRACT "A"

A part of Tax Lot 8, a tax lot located in the W 1/2 of the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 681.60 feet; thence N89°22'23"E, a distance of 60.00 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence continuing N89°22'23"E, a distance of 55.00 feet; thence N10°32'17"E, a distance of 178.64 feet; thence N89°22'23"E, a distance of 558.00 feet; thence S00°33'25"E, a distance of 565.00 feet; thence S89°22'23"W, a distance of 644.37 feet to a point on said Easterly right-of-way line of 72nd Street; thence along said Easterly right-of-way line of 72nd Street on the following described courses; thence N06°51'12"W, a distance of 23.31 feet; thence N00°37'37"E, a distance of 366.56 feet to the point of beginning.

NW  
SW

Said tract of land contains an area of 8.104 acres, more or less.

#88017  
5-13-91

Elliott & Associates  
5316 South 132nd Street  
Omaha, NE 68137

EXHIBIT "A"

LEGAL DESCRIPTION  
TRACT "B"

A part of Tax Lot 8, a tax lot located in the W 1/2 of the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 328.00 feet; thence N89°22'23"E, a distance of 50.00 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence N11°23'04"E along said Easterly right-of-way line of 72nd Street, a distance of 33.64 feet; thence N21°48'15"E along said Easterly right-of-way line of 72nd Street, a distance of 182.91 feet to the point of intersection of said Easterly right-of-way line of 72nd Street and the Southerly right-of-way line of "L" Street; thence N89°50'03"E along said Southerly right-of-way line of "L" Street, a distance of 337.86 feet; thence N87°35'30"E along said Southerly right-of-way line of "L" Street, a distance of 255.54 feet; thence S00°33'25"E, a distance of 311.01 feet; thence N89°50'03"E, a distance of 600.01 feet to a point on the East line of said Tax Lot 8, said point also being on the East line of said W 1/2 of the SW 1/4 of Section 1; thence S00°33'25"E along said East line of the W 1/2 of the SW 1/4 of Section 1, a distance of 1124.79 feet to a point on the Northerly line of the Papillion drainage ditch, said point also being the Southeast corner of said Tax Lot 8; thence N78°15'58"W along said Northerly line of the Papillion drainage ditch, a distance of 1267.69 feet to a point on said Easterly right-of-way line of 72nd Street; thence N00°37'37"W along said Easterly right-of-way line of 72nd Street, a distance of 58.59 feet; thence N06°51'12"W along said Easterly right-of-way line of 72nd Street, a distance of 161.09 feet; thence N89°22'23"E, a distance of 644.37 feet; thence N00°33'25"W, a distance of 565.00 feet; thence S89°22'23"W, a distance of 558.00 feet; thence S10°32'17"W, a distance of 178.64 feet; thence S89°22'23"W, a distance of 55.00 feet to a point on said Easterly right-of-way line of 72nd Street; thence along said Easterly right-of-way line of 72nd Street on the following described courses; thence N00°37'37"W, a distance of 15.82 feet; thence S89°22'23"W, a distance of 10.00 feet; thence N00°37'37"W, a distance of 337.78 feet to the point of beginning.

Said part of Tax Lot 8 contains an area of 25.049 acres, more or less.

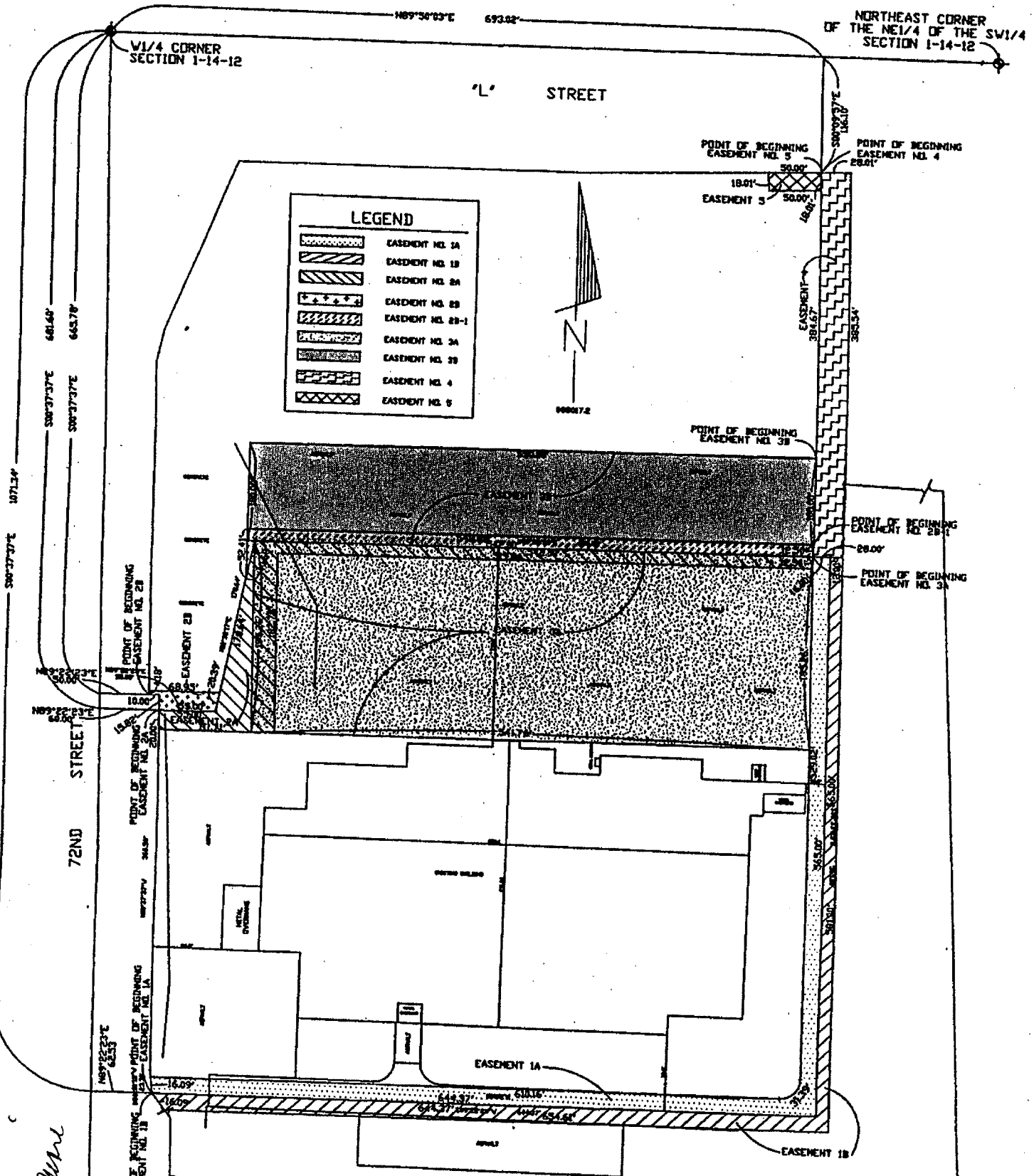
#88017.2  
5-21-91 Revised 7-1-91

Elliott & Associates  
5316 South 132nd Street  
Omaha, NE 68137

EXHIBIT "B"

# EXHIBIT

BOOK 1004 PAGE 330



8445  
 RECEIVED

APR 1 4 14 PM '92  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

EX 1004/N 1-14-12 C/O FEE 10.50  
 PG 317 N 330 DEL V MC  
 OF M COMP QV F/B 21-26660

EXHIBIT "C"

11-18-91  
 # 88017