

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-014937

99-14937

REGISTRATION-OWNER'S USE

99 MAY 14 PM 1:55

*Glenn D. Sandberg*  
REGISTER OF DEEDS

Counter DD  
Verify SS  
D.E. SS  
Proof AK  
Fee \$ 25.50  
Ck  Cash  Chg

ROADWAY EASEMENT AGREEMENT

THIS ROADWAY EASEMENT AGREEMENT is made as of the 12th day of May, 1999, by Prairie West, L.L.C. ("PRAIRIE"), a Nebraska limited liability company, and Tiburon View Apartments Limited Partnership ("TIBURON"), a Nebraska limited partnership.

WHEREAS, PRAIRIE is the owner of the real estate described as Lot 1, Ballena Replat I, Sarpy County, Nebraska, herein referred to as "PRAIRIE REAL ESTATE", and TIBURON is owner of the real estate described as Lot 2, Ballena Replat I, Sarpy County, Nebraska, herein referred to as "TIBURON REAL ESTATE"; and

WHEREAS, the parties desire to grant and create a mutual roadway easement, in favor of the owners of the above-described real estate, and their invitees, as set forth herein (the "EASEMENT").

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, PRAIRIE and TIBURON do hereby grant, sell, convey and confirm unto PRAIRIE and TIBURON and their successors and assigns, a roadway easement for the right to use, construct, build, lay, repair and maintain a street for the passage of motor vehicles and other traffic, together with all appurtenances, structures, and other applicable equipment pertaining to any street or roadway, in, through, or under the Real Estate as depicted on Exhibit A attached hereto. TIBURON accepts responsibility to maintain the roadway at its expense. The EASEMENT granted hereby shall consist of a 25-foot wide strip of land on the north east corner of the TIBURON REAL ESTATE and the north west corner of the PRAIRIE REAL ESTATE as depicted on Exhibit A, attached hereto, and by this reference made a part hereof.

TIBURON and PRAIRIE recognize that such roadway will provide access to both PRAIRIE REAL ESTATE and TIBURON REAL ESTATE from Oakmont Drive, and will be mutually beneficial.

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Upon completion of subdivision maps and regardless of whether such maps have received county approval, TIBURON shall provide copies of said maps to PRAIRIE. Upon receipt of such maps by PRAIRIE, TIBURON and PRAIRIE shall restrict themselves, their agents and invitees to crossing each other's real estate at the approximate location of future roadways. Both parties agree that they will not seek county approval of roadways that traverse the other's real estate other than as shown on Exhibit A. TIBURON shall have the right to alter the subdivision maps from time to time, as directed by the county authorities in order to obtain subdivision approval, and PRAIRIE agrees to cooperate in executing any additional documents to evidence its approval and consent to any required adjustment to the location of the proposed roadway subject to this Roadway Easement Agreement.

Each party, for itself, its successors, assigns, agents and invitees, agrees to cross the land of the other party without interfering with any use or enjoyment which such other party is making of such land.

Each party, for itself, its successors, assigns, agents and invitees, agrees not to cause or allow damage to the land of the other party as the result of its crossings. In the event that damage to the land of the other party does occur, the party causing or allowing the damage to occur shall promptly repair the damage at its sole expense.

Each party, for itself, its successors, and assigns, shall indemnify and hold the other party, its successors, and assigns, harmless against any claim for injury to person or property which occurs, or is alleged to have occurred, during the course of a crossing of the indemnified party's land by the indemnifying party. This shall include any settlement, judgment, and costs of defense, including legal fees and disbursements.

This Roadway Easement Agreement shall be recorded in the office of the Register of Deeds for Sarpy County, Nebraska. The Register of Deeds shall index this agreement against PRAIRIE and TIBURON both as grantors and grantees.

This EASEMENT shall be binding upon the parties hereto, their successors and assigns, and shall not terminate except by mutual written agreement of the owners of the PRAIRIE REAL ESTATE and the TIBURON REAL ESTATE.

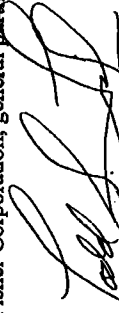
This Roadway Easement Agreement is subject to and construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence in this Agreement. No amendment of this Roadway Easement Agreement shall be effective unless reduced to writing and executed by the parties hereto, or their successors or assigns. This Agreement contains all of the understandings of the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Roadway Easement Agreement as of the day and year first above written.

Prairie West, L.L.C.,  
a Nebraska limited liability company

by   
Steve Fallter, Member

Tiburon View Apartments Limited Partnership,  
a Nebraska limited partnership  
by Fisher Corporation, general partner

by   
Todd S. Fisher, President

99-14937B

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 13th day of May 1999, by Todd S. Fisher, President of Fisher Corporation, who acknowledged that the execution thereof was the voluntary act and deed of Fisher Corporation as general partner of the limited partnership described above.



*[Signature]*

Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 13 day of May 1999, by Steve Faller, a Member of Prairie West, L.L.C., who acknowledged that the execution thereof was the voluntary act and deed of Prairie West L.L.C., a Nebraska limited liability company.

*[Signature]*

Notary Public

#16776



99-14937C

LOT 1 - BALLENA REPLAT 1

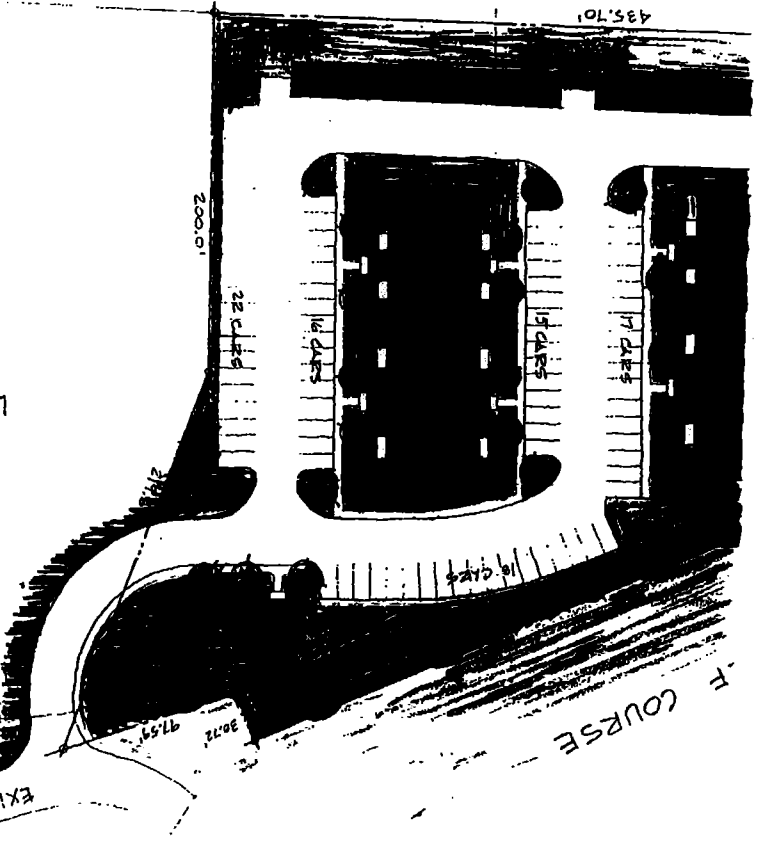
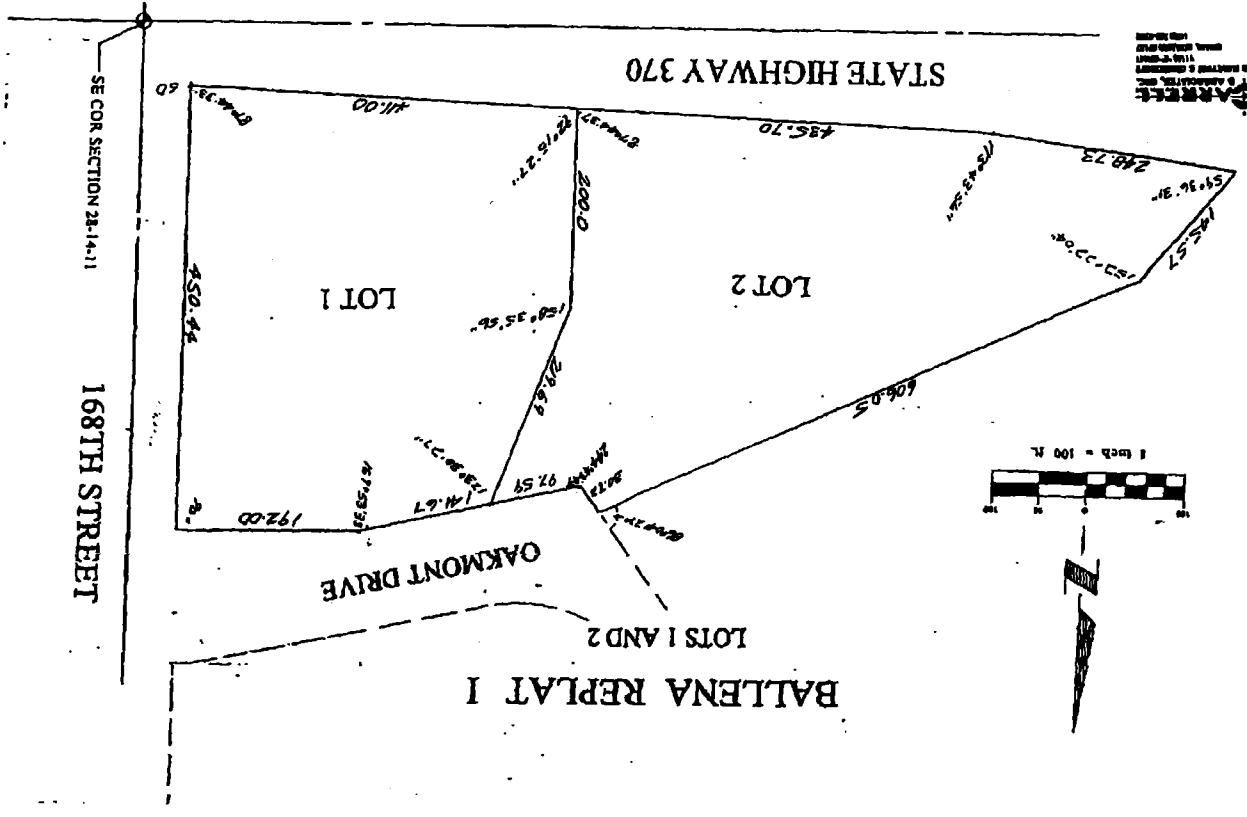


EXHIBIT A  
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**CARRIS**  
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