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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BEL _____ SCAN dr FY _____

**RECIPROCAL
EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the 20 day of October, 1997, by and between **CAMBRIDGE VILLAS, L.P.**, a Nebraska Limited Partnership ("Cambridge"), and **DIAL-CAMBRIDGE LIMITED PARTNERSHIP**, a Nebraska Limited Partnership ("Dial").

WITNESSETH:

WHEREAS, Cambridge is the owner of record of certain real estate legally described as Lot 1, Cambridge Villas, a subdivision as surveyed, platted and recorded, in Douglas County, Nebraska (the "Cambridge Tract"); and

WHEREAS, Dial is the owner of record of certain real property legally described as Lots 2 through 7, Cambridge Villas, a subdivision as surveyed, platted and recorded, in Douglas County, Nebraska (the "Dial Tract"); and

WHEREAS, Cambridge and Dial desire to construct and develop apartments upon their respective tracts and desire to create a system of roadways and driveways that will allow ingress and egress to the respective premises and to the apartment buildings to be developed thereon; and

WHEREAS, the parties desire to enter into this Reciprocal Easement Agreement in order to establish certain easements and to establish the terms and conditions to apply in connection with the joint use of the premises.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cambridge and Dial contract and agree as follows:

1. **Grant of Easement.** Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees and tenants of each respective grantee, a non-exclusive easement over, through and around their respective tracts for roadways, ingress and egress, parking of motor vehicles and the use of the facilities installed for the comfort and convenience of invitees, licensees and tenants of all occupants of the buildings constructed or to be constructed on the respective properties. Said easements shall be located in and be constructed in accordance with the outline specifications contained in Exhibits A through A-7, attached hereto and made a part hereof by reference (collectively, the "Easement Areas").

2. **Development of Roadways.** Each party shall develop the roadways as shown on the attached Exhibits on its own property at its own cost and expense, in accordance with plans and specifications approved by the other party hereto. Upon completion of the roadway, each grantee, its invitees, licensees and tenants, shall be allowed access to the Easement Areas for ingress and egress, parking of vehicles and the use of the facilities constructed thereon by the respective parties.

OT31578

3. **Maintenance and Repair.**

- (a) **Standards.** Following completion of the improvements on the Easement Areas, the parties hereto shall maintain the Easement Areas in good condition and repair. The maintenance is to include, without limitation, the following:
- (i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
 - (ii) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
 - (iii) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
 - (iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required; and
 - (v) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.
- (b) **Expenses.** Each of the respective owners shall pay the maintenance expense of their tracts.
- (c) **By Agent.** Subject to the mutual agreement of the parties hereto, one or more third parties may be appointed as agent of the parties to maintain the Easement Areas in the manner as above outlined. Said third party may receive for such services a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Easement Areas.

4. **Taxes.** Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and special assessments which are levied against that part of the Easement Areas owned by it.

5. **Indemnification/Insurance.**

- (a) **Indemnification.** Each party hereby indemnifies and saves the other party

harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act of negligence of the other party hereto.

(b) Insurance.

- (i) Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the other party.
- (ii) Policies of insurance provided for in this Paragraph 5 shall name the other party hereto as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

6. Eminent Domain.

- (a) Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Easement Areas, the award attributable to the land and improvements of such portion of the Easement Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Easement Areas.
- (b) Collateral Claims. All other owners of the Easement Areas may file collateral claims with the condemning authority for their losses which are separate and

apart from the value of the land area and improvements taken from another owner.

- (c) Restoration of Easement Areas. The owner of any portion of the Easement Areas so condemned shall promptly repair and restore the remaining portion of the Easement Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

7. Rights and Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on any of the property described herein, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.


8. Binding Effect. The easements granted hereunto shall run with the land and shall be binding upon the heirs, successors and assigns of Cambridge and Dial.

9. Governing Law. This Agreement is entered into and shall be governed by the laws of the State of Nebraska.

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

CAMBRIDGE VILLAS, L.P., a Nebraska
limited partnership

By: CAMBRIDGE VILLAS, INC., a Nebraska
corporation, General Partner

By: 

Christopher R. Held, President

DIAL-CAMBRIDGE, LIMITED PARTNERSHIP,
a Nebraska limited partnership,

By: Held Investments, Inc., a Nebraska
Corporation, General Partner,

By: 

Christopher R. Held, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS:

On this 20 day of October, 1997, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Christopher R. Held, President of Cambridge Villas, Inc., a Nebraska corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed and the voluntary act and deed of said corporation and limited partnership.

WITNESS my hand and Notarial Seal the day and year last above written.

Lisa A. Krutzenga
Notary Public



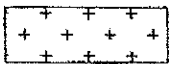
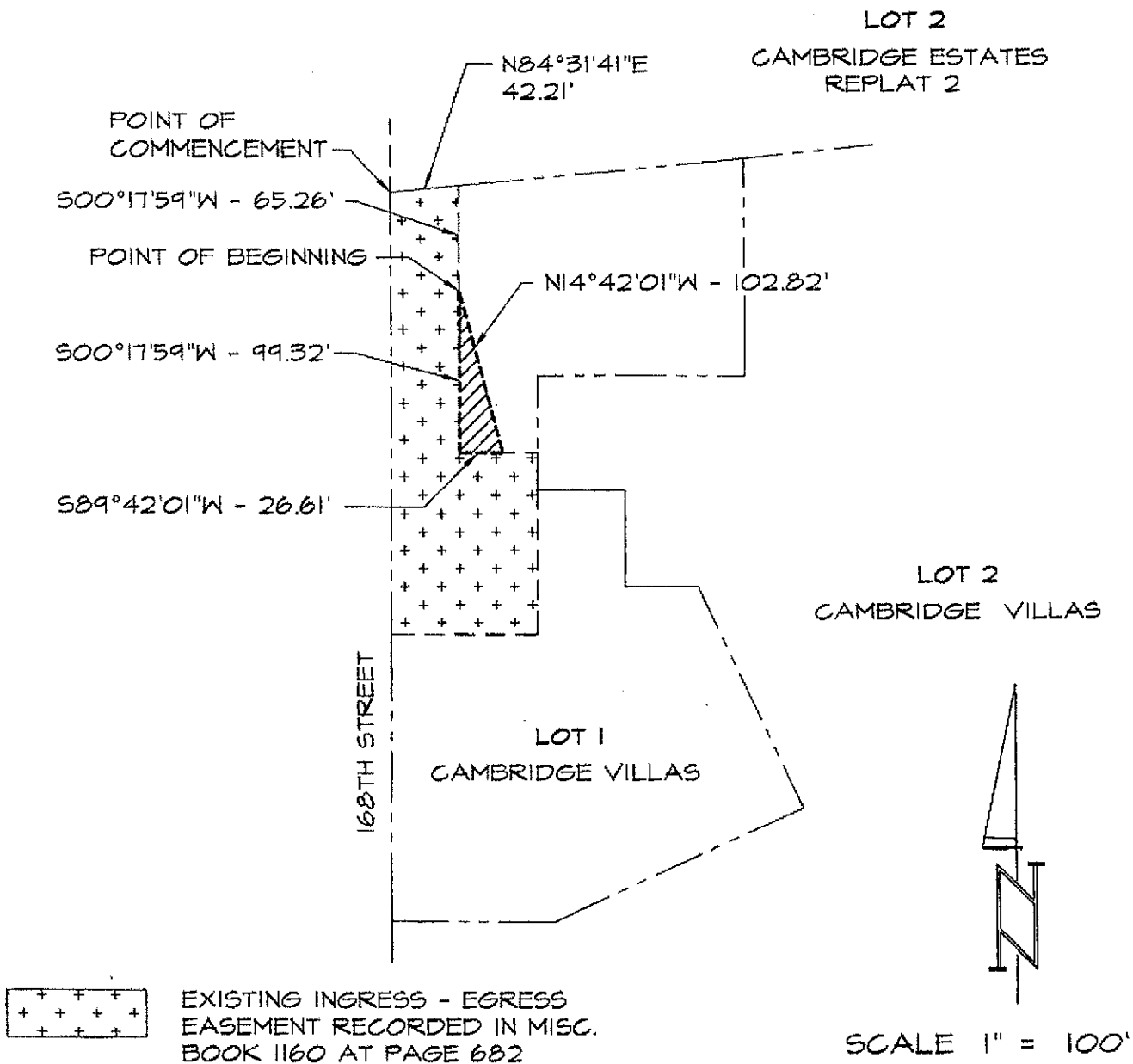
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS:

On this 20 day of October, 1997, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Christopher R. Held, President of Held Investments, Inc., a Nebraska corporation, the General Partner of Dial-Cambridge Limited Partnership, a Nebraska limited partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed and the voluntary act and deed of said corporation and limited partnership.

WITNESS my hand and Notarial Seal the day and year last above written.

Lisa A. Krutzenga
Notary Public





EXISTING INGRESS - EGRESS
EASEMENT RECORDED IN MISC.
BOOK 1160 AT PAGE 682



SCALE 1" = 100'

LEGAL DESCRIPTION

THAT PART OF LOT 1, CAMBRIDGE VILLAS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1; THENCE N 84°31'41" E (ASSUMED BEARING) 42.21 FEET ON THE NORTH LINE OF SAID LOT 1; THENCE S 00°17'59" W 65.26 FEET ON THE EAST LINE OF AN EXISTING INGRESS - EGRESS EASEMENT RECORDED IN MISC. BOOK 1160 AT PAGE 682 OF THE DOUGLAS COUNTY RECORDS TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°17'59" W 99.32 FEET ON SAID EASEMENT LINE; THENCE S89°42'01"E 26.61 FEET ON SAID EASEMENT LINE; THENCE N 14°42'01" W 102.82 FEET TO THE POINT OF BEGINNING.

TD2 JOB NO.: 898-110

TD2 FILE NO. 898EASE1.DWG

DATE: NOVEMBER 20, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

CAMBRIDGE VILLAS

LOTS 1 THRU 7,

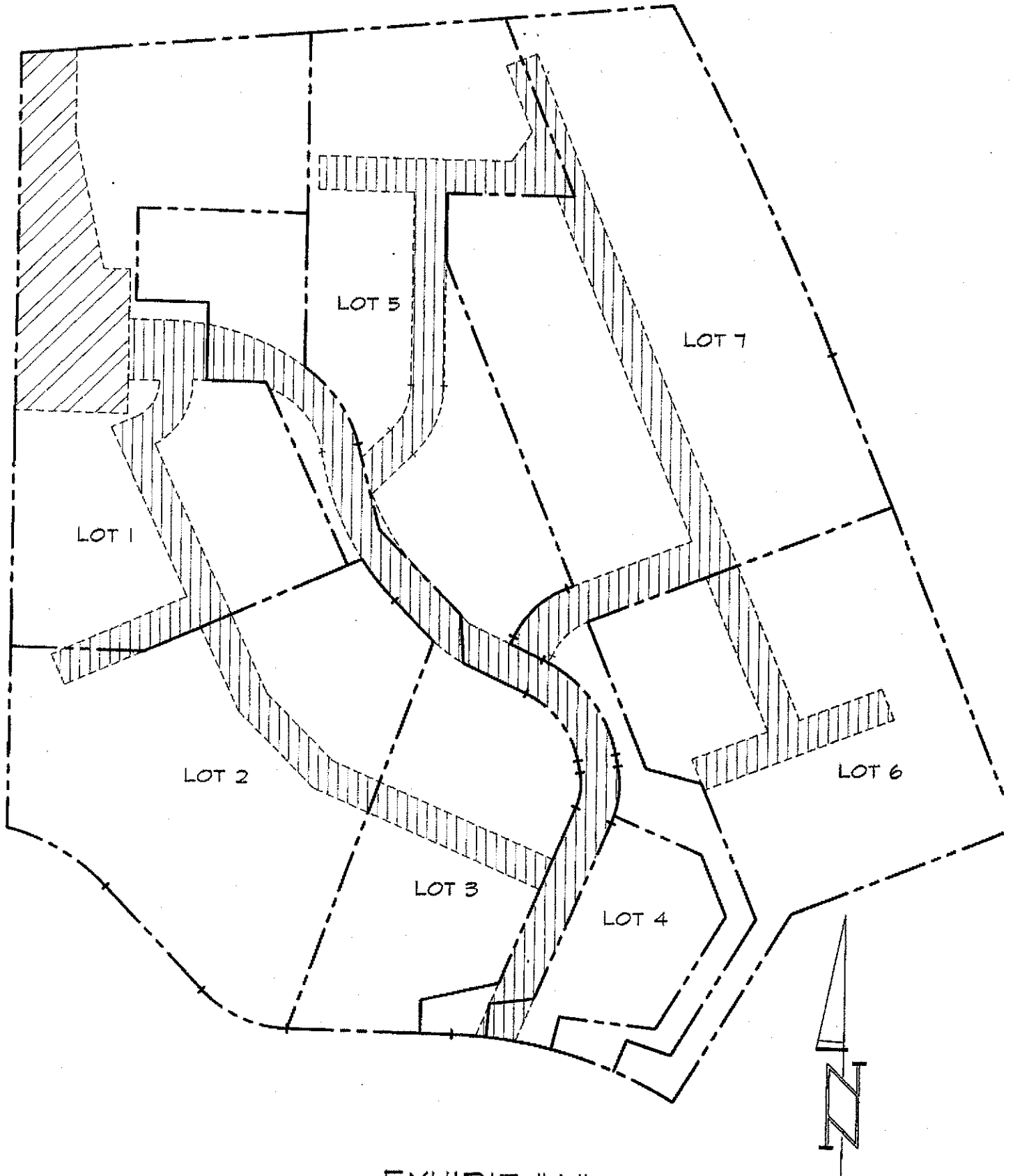


EXHIBIT "A"

SCALE 1" = 100'

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-961

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

 EASEMENT LOCATION

 EXISTING EGRESS
INGRESS EASEMENT

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	60°09'46"	17.38'	31.50'	30.00'
2	60°09'46"	31.86'	57.75'	55.00'
3	33°31'20"	57.08'	110.89'	189.53'

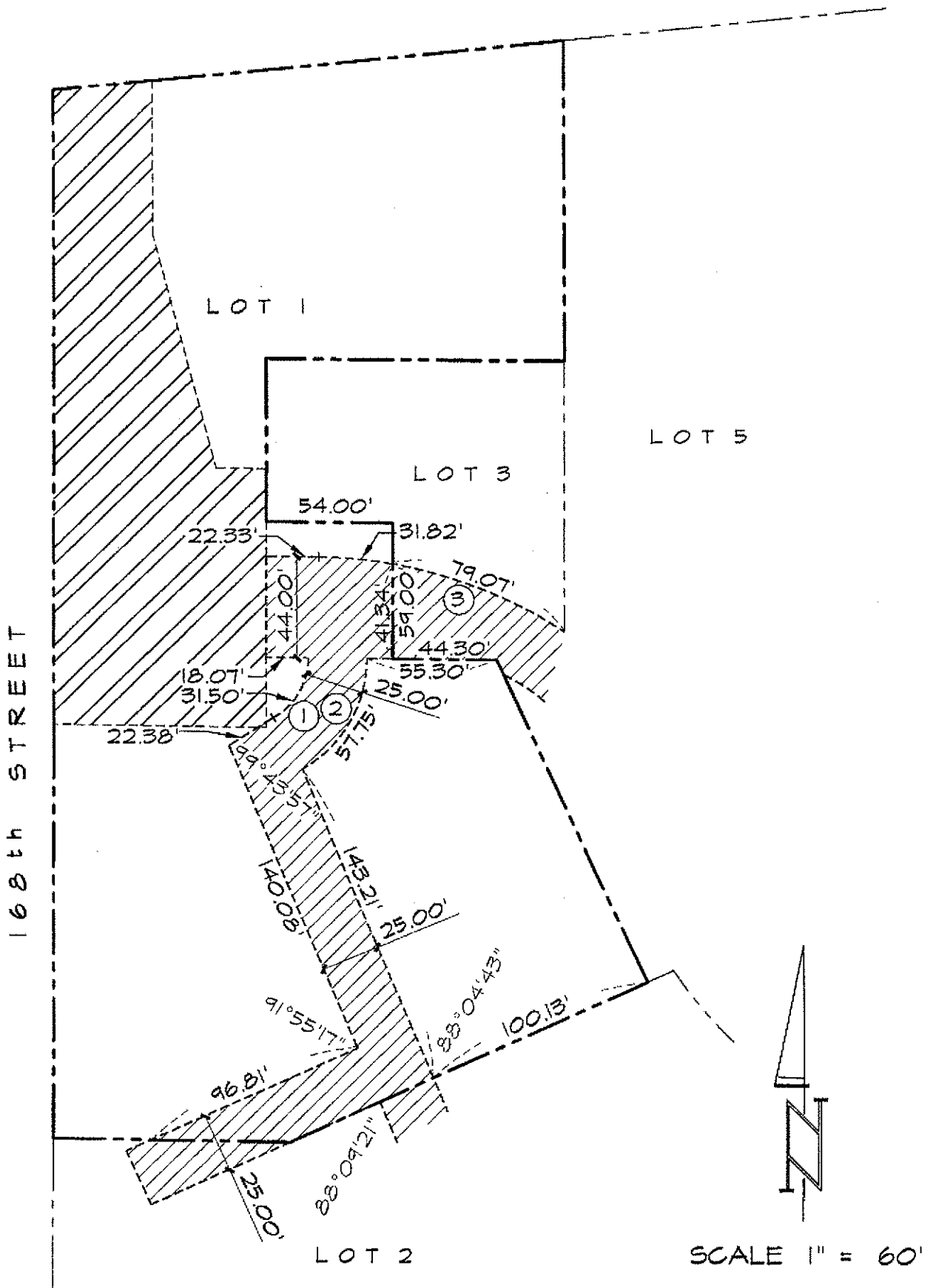


EXHIBIT "A-1"

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96A

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

 EASEMENT LOCATION

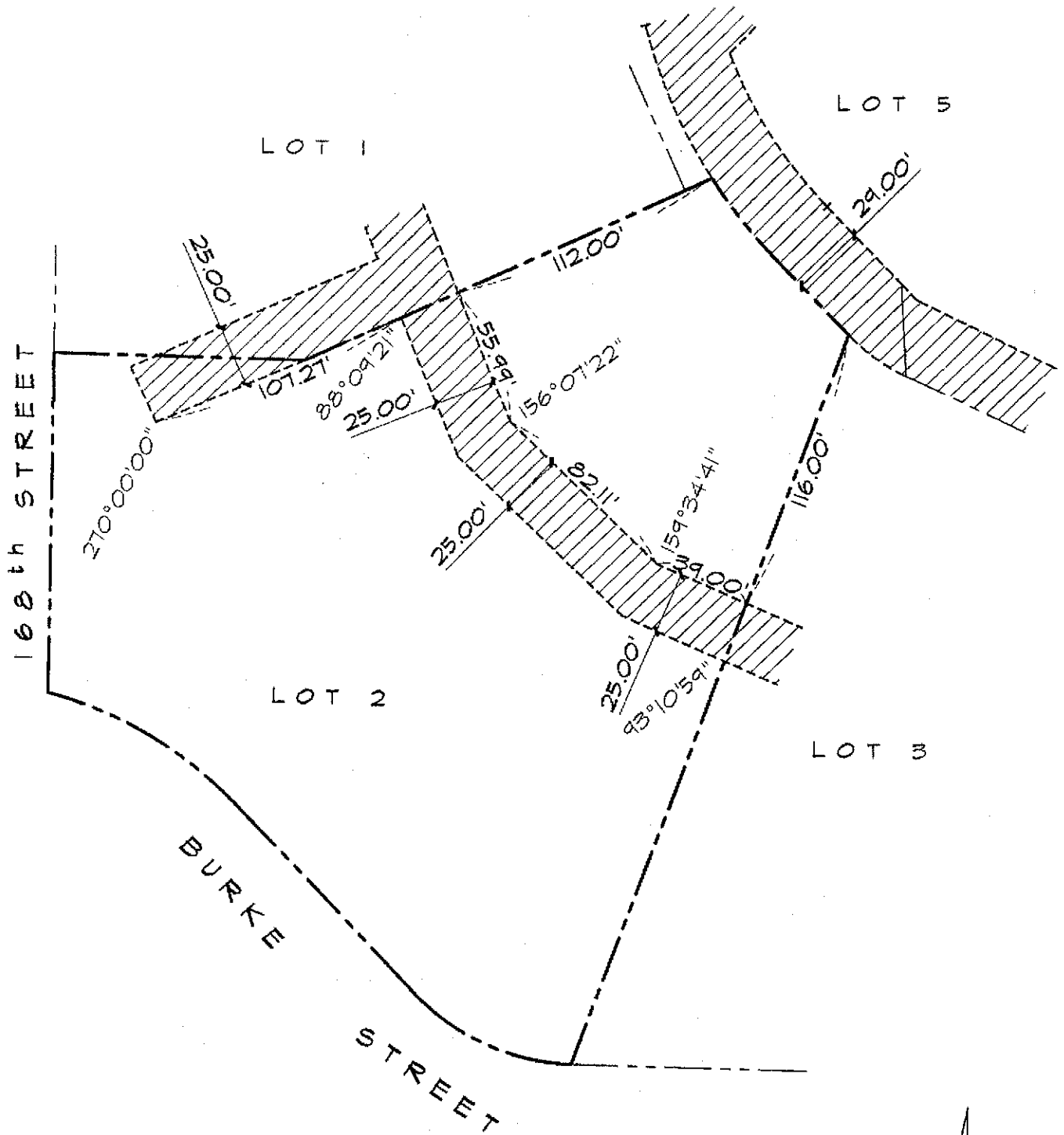


EXHIBIT "A-2"

SCALE 1" = 60'

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96B

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	33°55'03"	14.03'	27.23'	46.00'
2	33°55'03"	22.87'	44.40'	75.00'
3	54°00'58"	50.97'	94.28'	100.00'
4	54°00'58"	36.19'	66.94'	71.00'
5	20°20'42"	14.18'	28.05'	79.00'
6	23°49'23"	36.92'	72.76'	175.00'
7	30°00'00"	54.66'	106.81'	204.00'
8	41°28'40"	37.86'	72.39'	100.00'
9	50°29'07"	33.47'	62.56'	71.00'
10	33°31'20"	57.08'	110.89'	189.53'

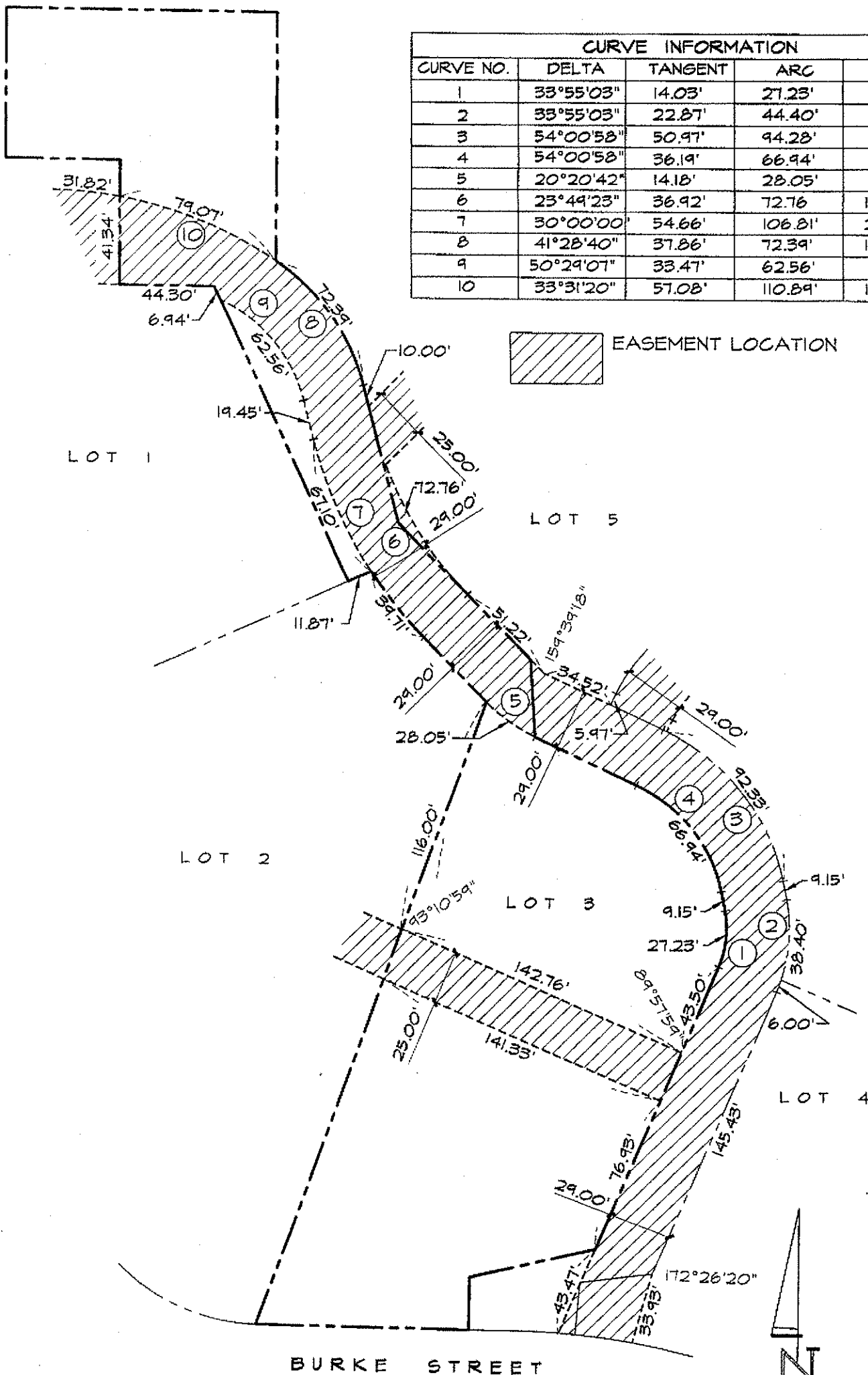


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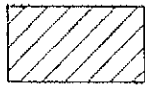
SCALE 1" = 60'

CAMBRIDGE VILLAS

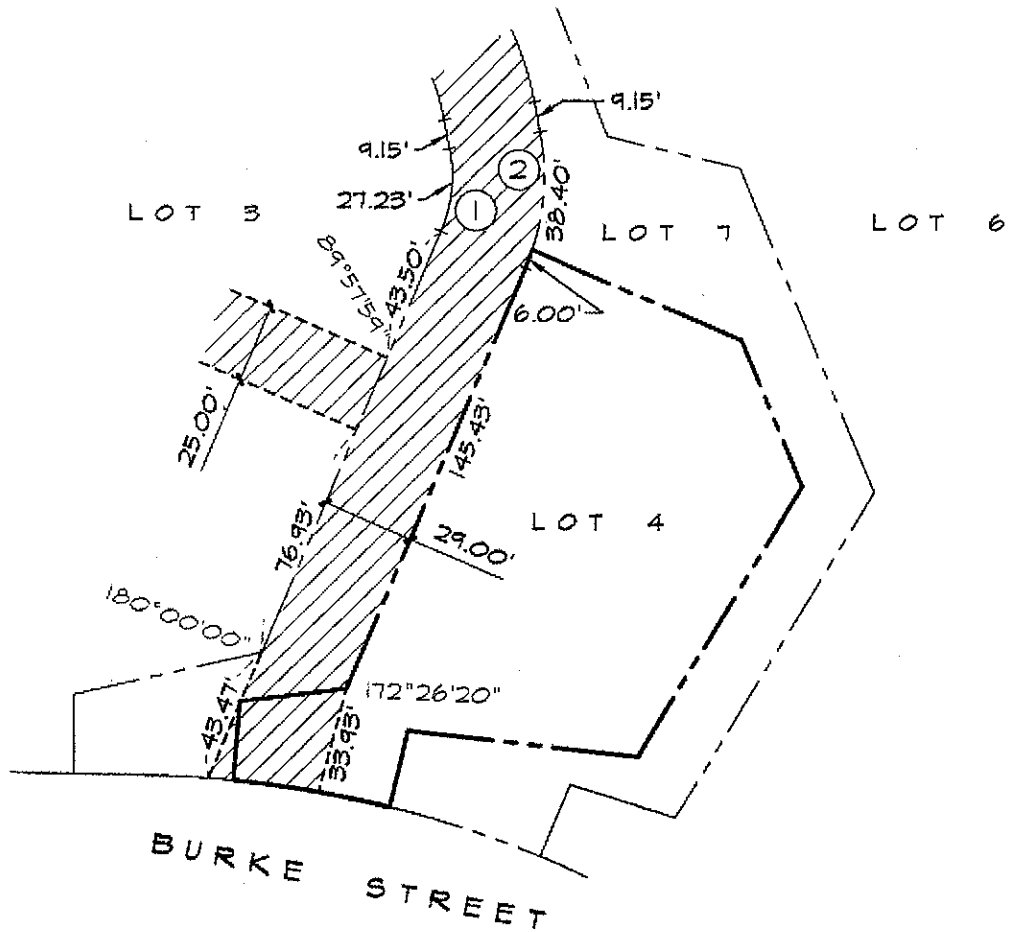
TD2 FILE NO. 200-239-96C

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

 EASEMENT LOCATION

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	33°55'03"	14.03'	21.23'	46.00'
2	33°55'03"	22.87'	44.40'	75.00'



SCALE 1" = 60'

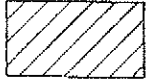
EXHIBIT "A-4"

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96D

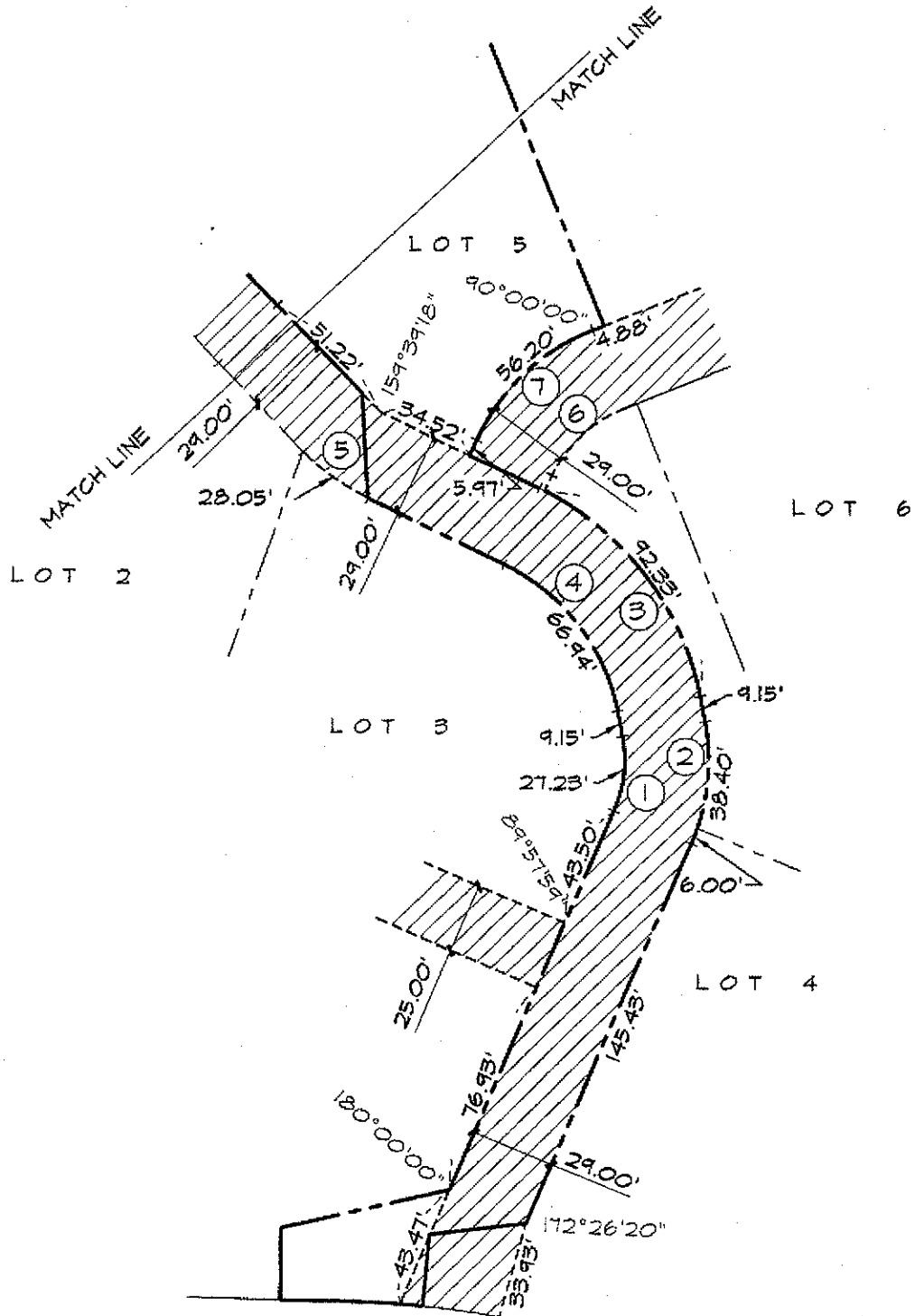
DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EASEMENT LOCATION

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	33°55'03"	14.03'	27.23'	46.00'
2	33°55'03"	22.87'	44.40'	75.00'
3	54°00'58"	50.97'	94.28'	100.00'
4	54°00'58"	36.19'	66.94'	71.00'
5	20°20'42"	14.18'	28.05'	79.00'
6	42°56'01"	18.09'	34.47'	46.00'
7	42°56'01"	29.49'	56.20'	75.00'



BURKE STREET



EXHIBIT "A-5"
SHEET 1 OF 2

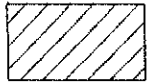
SCALE 1" = 60'

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96E

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EASEMENT LOCATION

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
8	11°09'14"	19.92'	39.71'	204.00'
9	30°12'48"	55.07'	106.81'	204.00'
10	41°28'40"	37.86'	72.39'	100.00'
11	50°29'07"	33.47'	62.56'	71.00'
12	45°00'00"	31.07'	58.90'	75.00'
13	45°00'00"	20.71'	39.27'	50.00'

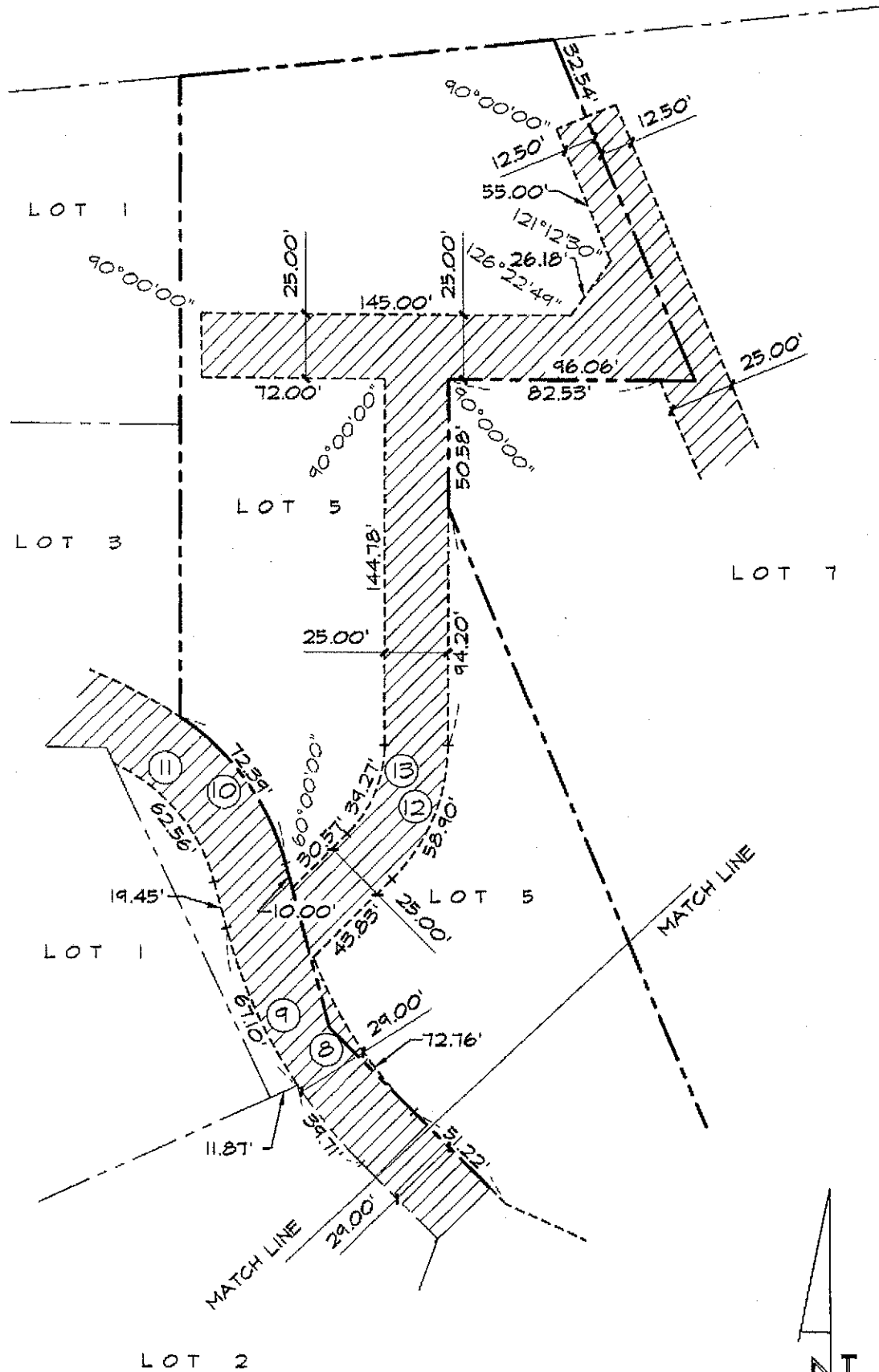


EXHIBIT "A-5"
SHEET 2 OF 2

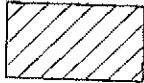
SCALE 1" = 60'

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96F

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EASEMENT LOCATION

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	42°56'01"	18.09'	34.47'	46.00'
2	42°56'01"	29.49'	56.76'	75.00'

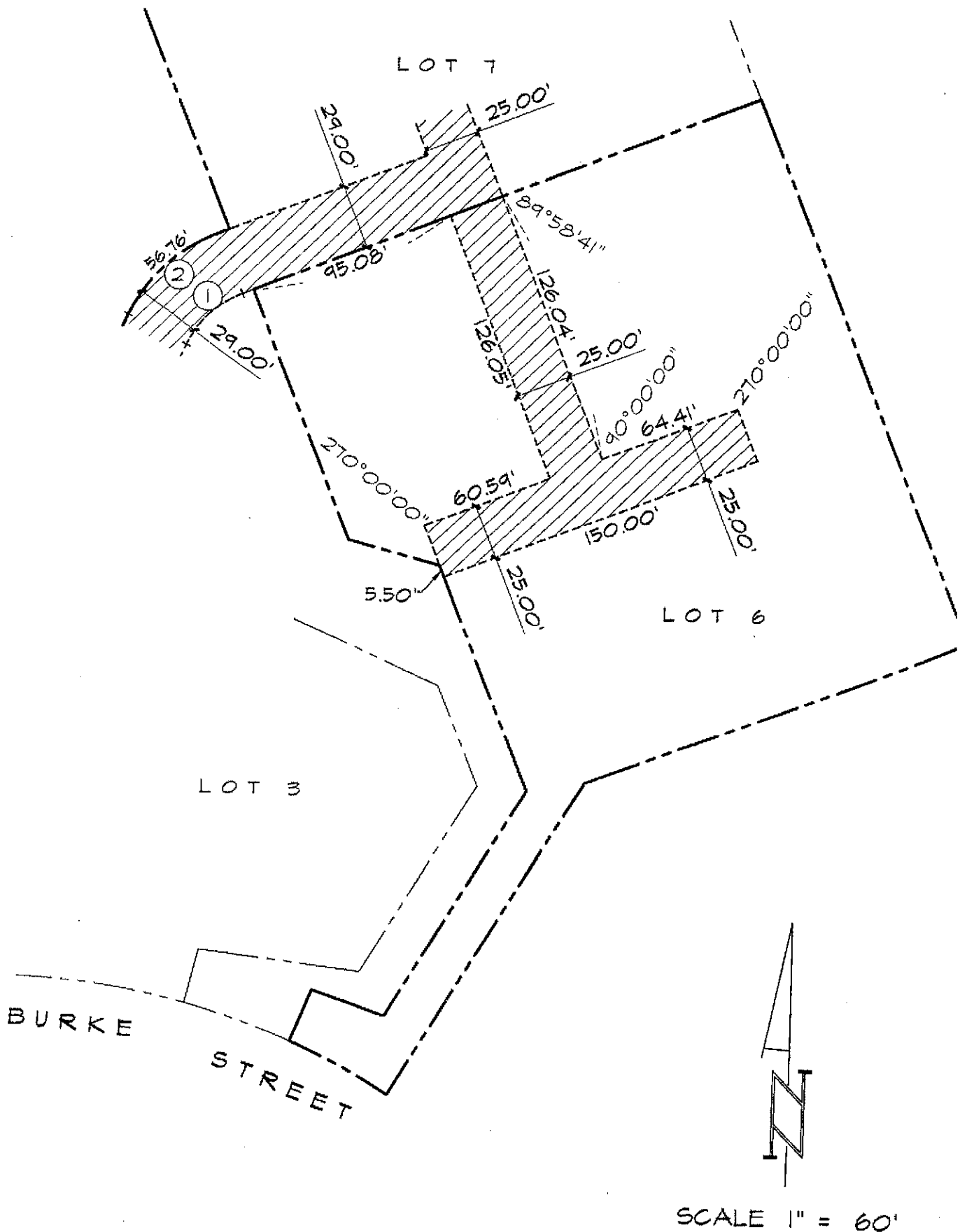


EXHIBIT "A-6"

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-966

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EASEMENT LOCATION

CURVE INFORMATION				
CURVE NO.	DELTA	TANGENT	ARC	RADIUS
1	42°56'01"	18.09'	34.47'	46.00'
2	42°56'01"	29.49'	56.76'	75.00'

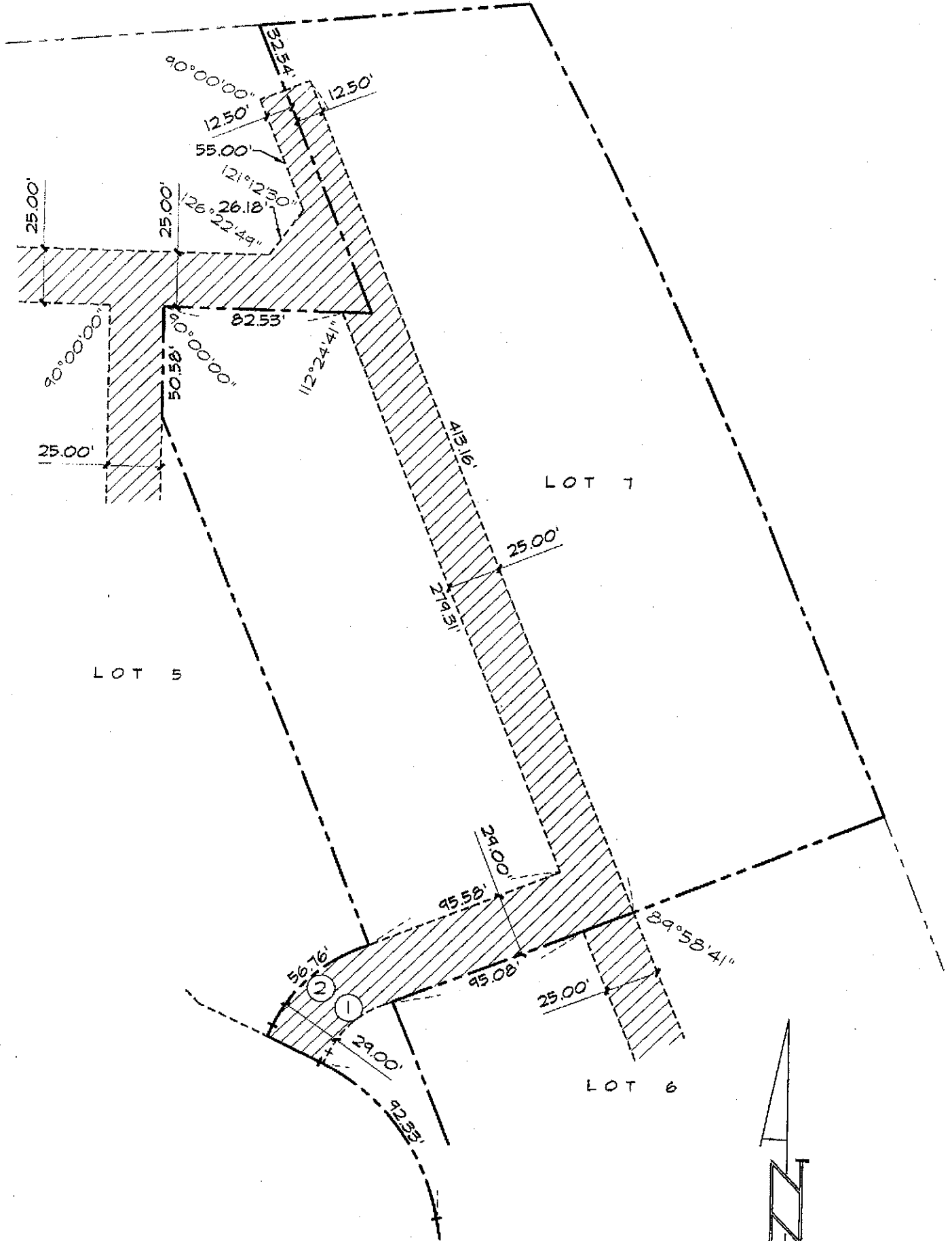


EXHIBIT "A-7"

CAMBRIDGE VILLAS

TD2 FILE NO. 200-239-96H

SCALE 1" = 60'

DATE: MAY 20, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860