



THIS PAGE INCLUDED FOR

INDEXING

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DEDICATION OF EASEMENT

Seechol Properties II, a Nebraska general partnership ("Seechol"), hereby grants and dedicates an easement as follows:

1. **Development Property.** Seechol is the owner of certain real property which is more particularly described as Lot 1, Lot 2 and Lot 3 of Hillsborough Replat II, an addition to the City of Omaha, Douglas County, Nebraska, along with the real property described on Exhibit "A" (collectively the "Development Property" or individually "Lot 1," "Lot 2," "Lot 3" and the "Right of Way," respectively).

2. **Grant and Dedication of Easement.** Seechol hereby dedicates and grants a nonexclusive easement and right-of-way for purposes of egress from and ingress to Lot 1 and Lot 3 to provide the fee owner thereof and his invitees and customers access between (i) Lot 1 and Lot 3 and (ii) 144th Street and 142nd Street. The easement dedicated and granted by this Dedication is approximately as shown on Exhibit "B" attached to and incorporated herein by reference (the "Easement").

The Easement may be relocated by Seechol, in its sole discretion, to conform to the development plan for the Development Property, if the following conditions are met:

- a. The Easement shall not be less than 25 feet in width.
- b. The portion of Easement allowing access to 142nd Street shall run generally along the Southerly portion of Lot 2, or shall run generally to the South of Lot 2.
- c. The portion of Easement allowing access to 144th Street shall run generally along the westerly portion of Lot 2.
- d. The Easement shall be adjusted to allow access to 144th Street and 142nd Street at such points as are approved by the proper governmental authorities.
- e. If the Easement is relocated subsequent to being paved, then Seechol will pave the new easement area as a condition to its relocation.

Such relocation shall be evidenced by a subsequent recordation clarifying this Dedication or by Seechol paving a relocated easement conforming to this Dedication. The Easement shall run with the title to the Development Property and each of Lot 1, Lot 2 and Lot 3 and shall not be deemed a covenant personal only to the parties hereto.

3. **Term.** The Easement is granted in perpetuity and is a nonexclusive easement appurtenant to Lot 1 and Lot 3. Seechol reserves the right to use and permit others to use the Easement.

4. **Maintenance.** Seechol shall maintain the Easement in good condition and repair and shall be responsible for all snow removal. The cost of maintaining the Easement shall be shared between Lot 1, Lot 2 and Lot 3. The fee owner of Lot 1 shall be required to reimburse Seechol an amount equal to 11 percent of the total cost of all such maintenance reported by Seechol. The fee owner of Lot 3 shall be required to reimburse Seechol an amount equal to 6.5 percent of such cost. Such reimbursements shall be made within 30 days after notice thereof.

6. **Indemnification.** The fee owners of Lot 1 and Lot 3, shall indemnify and hold Seechol harmless from and against any and all liabilities, losses, claims, costs, damages, attorneys' fees, or other expense which Seechol may sustain or incur in connection with such owner's or their respective agents', invitees', employees', customers', lessees', licensees', or successors' use of the Easement, which are not due to any act or omission which constitutes the willful conduct or gross negligence of Seechol, its principals, agents, employees, successors, or assigns. The fee owners of Lot 1 and Lot 3 shall promptly repair or replace, at their sole expense, any property of Seechol damaged or destroyed by such owner or their agents, invitees, employees, customers, lessees, licensees, or successors incident to the use of the Easement.

7. **Prescriptive Easement.** The owners of Lot 1 and Lot 3 waive all right to (i) expand the Easement or (ii) acquire additional easement(s) on, across, or over the Development Property by prescriptive use.

8. **No Dedication.** Nothing contained in this Dedication will be deemed to be a gift or dedication of any portion of the Development Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Dedication will be strictly limited to and for the purposes expressed herein.

9. **Benefit.** This Dedication shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.

[Signatures appear on following page.]

"Seechol"
SEECHOL PROPERTIES II, a Nebraska
General Partnership

By [Signature]
By [Signature]
By [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23
day of April, 1992, by Thomas L. Nichols, Lee D. Seemann Sr.
and Stephen M. Farrell, all of the general partners of Seechol
Properties II, a Nebraska general partnership, on behalf of the
partnership.

[Signature]
NOTARY PUBLIC

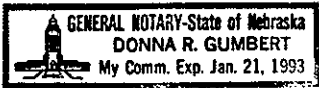


EXHIBIT "A"
LEGAL DESCRIPTION

.....Douglas..... County and State of Nebraska *the following described real property situated in*

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, described as follows:

Referring to the Southwest Corner of said Quarter Quarter Section; thence easterly a distance of 1,322.37 feet along the South Line of said Quarter Quarter Section; thence northerly deflecting 089 degrees, 57 minutes, 44 seconds left, a distance of 221.70 feet to the point of beginning; thence westerly deflecting 084 degrees, 04 minutes, 00 seconds left, a distance of 563.34 feet; thence westerly deflecting 012 degrees, 13 minutes, 02 seconds left, a distance of 403.11 feet; thence westerly deflecting 014 degrees, 40 minutes, 35 seconds left, a distance of 107.70 feet; thence easterly deflecting 163 degrees, 54 minutes, 33 seconds left, a distance of 201.00 feet; thence easterly deflecting 002 degrees, 50 minutes, 53 seconds right, a distance of 600.75 feet; thence easterly deflecting 005 degrees, 03 minutes, 20 seconds right, a distance of 261.31 feet to the point of beginning containing 29,722.32 square feet, more or less.

There will be no ingress or egress over the following described controlled access line located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska.

Referring to the Southwest Corner of said Quarter Quarter Section; thence easterly a distance of 1,322.37 feet along the South Line of said Quarter Quarter Section; thence northerly deflecting 089 degrees, 57 minutes, 56 seconds left, a distance of 261.31 feet; thence westerly deflecting 005 degrees, 03 minutes, 20 seconds left, a distance of 600.75 feet; thence westerly deflecting 002 degrees, 50 minutes, 53 seconds left, a distance of 201.00 feet to the point of termination.

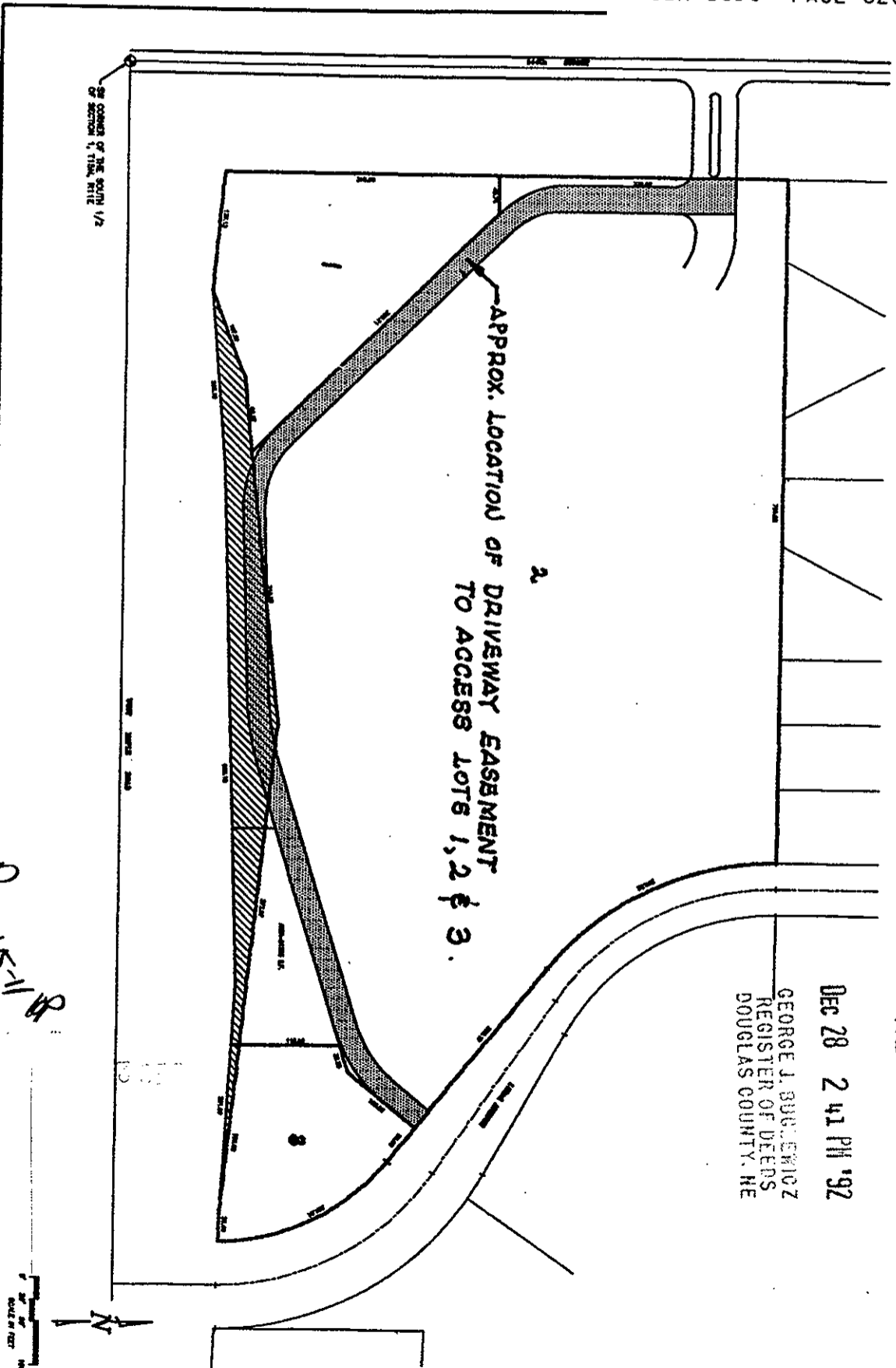
HILLSBOROUGH REPLAT II

RECEIVED

Dec 28 2 41 PM '92

GEORGE J. BUCHEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

APPROX. LOCATION OF DRIVEWAY EASEMENT
TO ACCESS LOTS 1, 2 & 3.



Handwritten: 1-15-118
0160009 16633

CASH 35644 BK 1050 R 115-118
 TYPE Misc PG 166-620 C/O COMP FB 0160009
 FRS 2900 OF Misc LEGL PG MC 18 PV 16633

Exhibit "A"