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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

A-06412 69-27556
 FEE 21.00 FB _____
 BKP _____ C/O _____ COMP VP
 DEL _____ SCAN de PV _____

GRANT OF EASEMENT

Permanent
Ingress and Egress Easements

IN CONSIDERATION of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, OMAHA HOSPITALITY, LLC, a Nebraska limited liability company, NP LAND LIMITED PARTNERSHIP, a Nebraska limited partnership, and HERMAN WEIST, hereinafter collectively referred to as the "Grantors", for their use and the use of all present and future owners of the real property within Lots 3 and 4, North Park 2nd Addition, Replat 5, a subdivision in Douglas County, Nebraska, and the lessees, invitees, representatives, successors and assigns of such owners, hereinafter collectively referred to as "Grantees", a permanent ingress and egress easement, in, through, over and under the parcel of land described as follows:

The Easement shall consist of that area within Lots 3 and 4, North Park 2nd Addition, Replat 5, a subdivision in Douglas County, Nebraska, designated as the Ingress and Egress Easement on Exhibit "A" attached hereto, hereinafter referred to as the "Easement Area,"

for the following purposes:

1. Ingress and egress within the Easement Area for the benefit of the Grantor and Grantees from and to Lots 3 and 4, North Park 2nd Addition, Replat 5, a subdivision in Douglas County, Nebraska, Miami Street and all adjoining properties over the Easement Area.
2. The construction, reconstruction, maintenance and repair of a hard surfaced roadway within the Easement area.
3. The Grantors have completed the initial installation of the roadway. The owner of each lot benefitted by this grant of easement shall pay one-half of the cost of any reconstruction, maintenance or repair work unless such repair work is caused or necessitated by the act of one of the owners in which case the owner causing or necessitating the repair work shall pay for and perform the repair work. All reconstruction, maintenance or repair work shall be performed in a workmanlike manner.

*Return
Box 16*

4. The owner of each lot benefitted by this grant of easement shall pay one-half of the cost for the maintenance, repair, snow removal (if any), and reconstruction of the roadway on a periodic basis when such improvements are required. Except for the roadway no other building, improvement or other structure shall be placed over the Easement Area by the Grantees, their successor or assigns, without the express written approval of the Grantors.

5. The Grantors hereby warrant and confirm to the Grantees that they collectively are the owners of the Easement Area and that they have the right to grant and convey this Easement in the manner aforesaid and that they shall warrant and defend this Easement to the Grantees, their successors and assigns, against any lawful claims and demands of all persons.

6. This easement runs with the land and shall run in favor of and be binding upon the respective assigns, successors, agents, lessees, invitees and representatives of the Grantors and Grantees.

7. OMAHA HOSPITALITY, LLC, a Nebraska limited liability company, NP LAND LIMITED PARTNERSHIP, a Nebraska limited partnership, and HERMAN WEIST, and their successors in interest in and to Lots 3 and 4, North Park 2nd Addition, Replat 5, a subdivision in Douglas County, Nebraska, hereby release the Permanent fifty foot (50') wide ingress and egress easement granted to the owners of Lot 4, North Park 2nd Addition, Replat 5, a subdivision in Douglas County, Nebraska, under the plat and dedication recorded at deed Book 2072, and Page 115 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

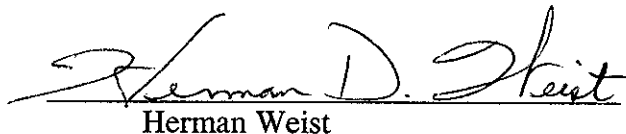
DATED this 11 day of ~~February~~^{March}, 1999.

OMAHA HOSPITALITY, LLC, a Nebraska limited liability company

By:  President
Managing Member

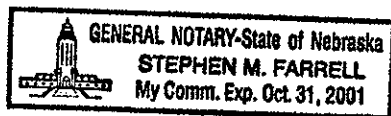
NP LAND LIMITED PARTNERSHIP, a Nebraska limited partnership,


By:  General Partner
General Partner

 Herman D. Weist
Herman Weist

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

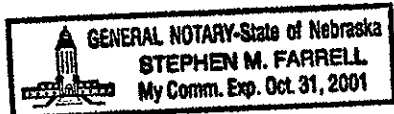
The foregoing easement was acknowledged on this 4th day of ~~February~~ ^{March}, 1999,
by President, the managing member of OMAHA HOSPITALITY, LLC, a Nebraska
limited liability company, on behalf of such company.





Notary Public

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

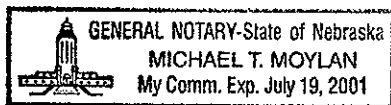
The foregoing easement was acknowledged on this 11 day of ~~February~~ ^{March}, 1999,
by George W. Ventsch, the general partner of NP LAND LIMITED PARTNERSHIP, a
Nebraska limited partnership, on behalf of such partnership.

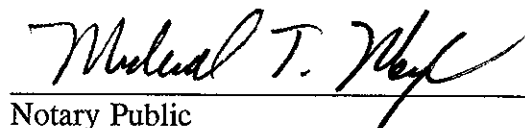



Notary Public

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

The foregoing easement was acknowledged on this 11th day of ~~February~~ ^{March}, 1999,
by Herman Weist.




Notary Public

Copy to:
Mark L. Laughlin
11306 Davenport Street
Omaha, NE 68154

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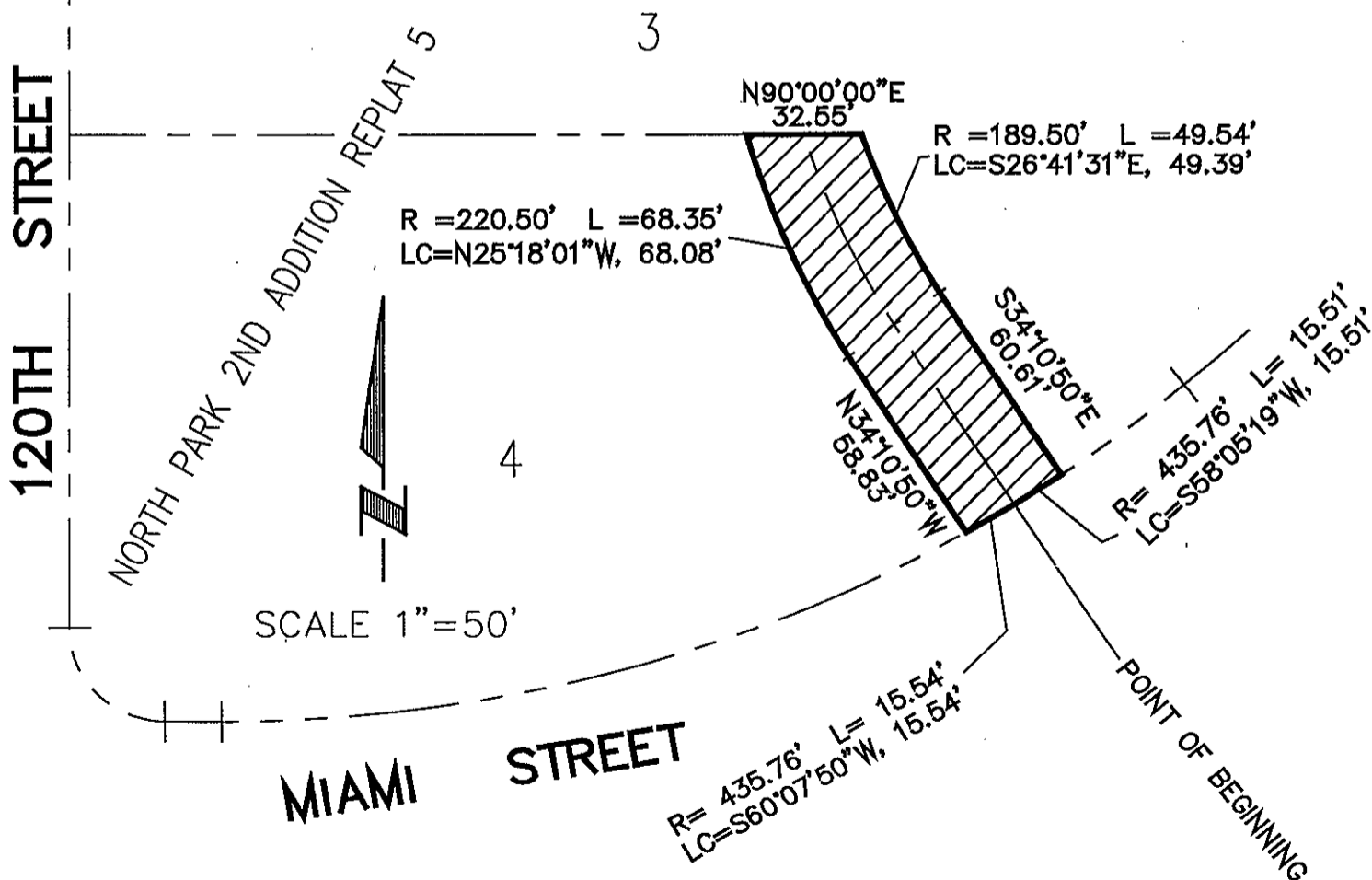
EXHIBIT A

LEGAL DESCRIPTION PERMANENT INGRESS AND EGRESS EASEMENT

A permanent ingress and egress easement located in part of Lots 3 and 4, North Park 2nd Addition Replat 5, a subdivision located in the SW 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 4, North Park 2nd Addition Replat 5, said point also being the Southerly corner of said Lot 3, North Park 2nd Addition Replat 5, said point also being on the Northerly right-of-way line of Miami Street; thence Southwesterly along said Northerly right-of-way line of Miami Street, said line also being the Southerly line of said Lot 4, North Park 2nd Addition Replat 5, on a curve to the right with a radius of 435.76 feet, a distance of 15.54 feet, said curve having a long chord which bears S60°07'50"W (assumed bearing), a distance of 15.54 feet; thence N34°10'50"W, a distance of 58.83 feet; thence Northwesterly on a curve to the right with a radius of 220.50 feet, a distance of 68.35 feet, said curve having a long chord which bears N25°18'01"W, a distance of 68.08 feet to a point on the North line of said Lot 4, North Park 2nd Addition Replat 5, said line also being the Southerly line of said Lot 3, North Park 2nd Addition Replat 5; thence N90°00'00"E along said North line of Lot 4, North Park 2nd Addition Replat 5 and the Easterly extension thereof, said line also being said Southerly line of Lot 3, North Park 2nd Addition Replat 5 and the Easterly extension thereof, a distance of 32.55 feet; thence Southeasterly, on a curve to the left with a radius of 189.50 feet, a distance of 49.54 feet, said curve having a long chord which bears S26°41'31"E, a distance of 49.39 feet; thence S34°10'50"E, a distance of 60.61 feet to a point on said Northerly right-of-way line of Miami Street, said line also being the Southerly line of said Lot 3, North Park 2nd Addition Replat 5; thence Southwesterly along said Northerly right-of-way line of Miami Street, said line also being said Southerly line of Lot 3, North Park 2nd Addition Replat 5, on a curve to the right with a radius of 435.76 feet, a distance of 15.51 feet, said curve having a long chord which bears S58°05'19"W, a distance of 15.51 feet to the point of beginning.

Said permanent ingress and egress easement contains an area of 3,685 square feet or 0.085 acres, more or less.



DATE: 3-2-99
JOB #94096.7