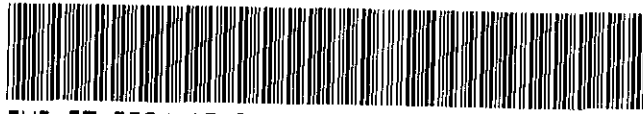




MISC 2004104139



AUG 05 2004 10:31 P 4

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/5/2004 10:31:34.85



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**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc.

58-43386 - Lot 4.

4 FEE 23.50 FB 58-42363.

BKP _____ C/O _____ COMP SB

7 DEL _____ SCAN _____ FV _____

Temp. 12.4.01

#19)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made this 12th day of February, 2004, by Westfield Office Building II, a Nebraska limited liability company ("Westfield II").

RECITALS

WHEREAS, Westfield Office Building I Condominium Property Regime and its members ("Westfield I") are the owners of the real estate formerly known collectively as Lot 5 ("Lot 5") and Westfield II is the owner of Lot 4, both in Westroads Replat 4, a subdivision in Douglas County, Nebraska, as identified on the site plan marked as Exhibit "A-1" attached hereto and incorporated herein by this reference;

WHEREAS, Lot 4 has a curb cut onto Nicholas Street, the location of which allows traffic from Lot 4 to travel either east or west onto Nicholas Street due to the cut in the median on Nicholas Street, as reflected on Exhibit "A-1";

WHEREAS, Westfield I and Westfield II, along with other neighboring property owners, previously made a Declaration of Easement dated the 22nd day of August, 2000, and filed in Book 1351, Pages 545-553 of Miscellaneous Records, Douglas County, Nebraska, under which the parties grant mutual non-exclusive easements for parking, pedestrian and vehicle access on, to, over and across the parking lots and driveways of the parties to that Declaration; and

WHEREAS, Westfield I desires to protect the value and desirability of Lot 5 by clarifying and ensuring vehicular and pedestrian ingress and egress from Lot 5 to Lot 4, including the ability of the owners of Lot 5 to access Nicholas Street from Lot 4 and, therefore, has requested Westfield II to make this Declaration of Easement.

NOW, THEREFORE, Westfield II hereby declares that Lot 4 shall be held, sold and conveyed subject to the following easements, covenants and restrictions which shall run with Lot 4 and benefit Lot 5 and be binding on all parties having any right, title and interest in Lot 4 and/or Lot 5 or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. **Easement for Ingress and Egress.** Westfield II grants and conveys to Westfield I a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Lot 5 over, upon and across that portion of Lot 4 designated as "Access Easement" as shown on Exhibit "A-1" attached hereto.

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2. **Construction.** Westfield II shall construct the driveways, curbing, curb cuts, gutters, drains, sidewalks, street lights, etc. on the Access Easement. Westfield I shall be entitled to use the Access Easement without paying Westfield II for any of the amount expended by Westfield II to construct improvements on the Access Easement.

3. **Maintenance.** Westfield II shall maintain the Access Easement in good condition.

4. **Covenants Running With the Land.** The right to use the Access Easement shall be non-exclusive and shall run with the land and shall be for the benefit of Westfield I, its successors or assigns, tenants, sub-tenants, employees, customers and business invitees. The responsibility to maintain the Access Easement shall run with the land and shall be for the benefit of Westfield I, its successors or assigns, tenants, sub-tenants, employees, customers and business invitees.

5. **Attorneys' Fees and Costs.** If either party engages an attorney to enforce the provisions of this Agreement against the other party, then the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred.

DATED this 12th day of February, 2004.

WESTFIELD OFFICE BUILDING II,
a Nebraska limited liability company

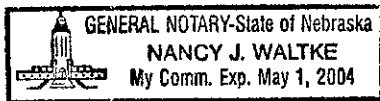
By: _____

Its: _____

James J. Riskowski
Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of February, 2004, by James J. Riskowski, _____ of Westfield Office Building II, a Nebraska limited liability company, for and on behalf of said company.



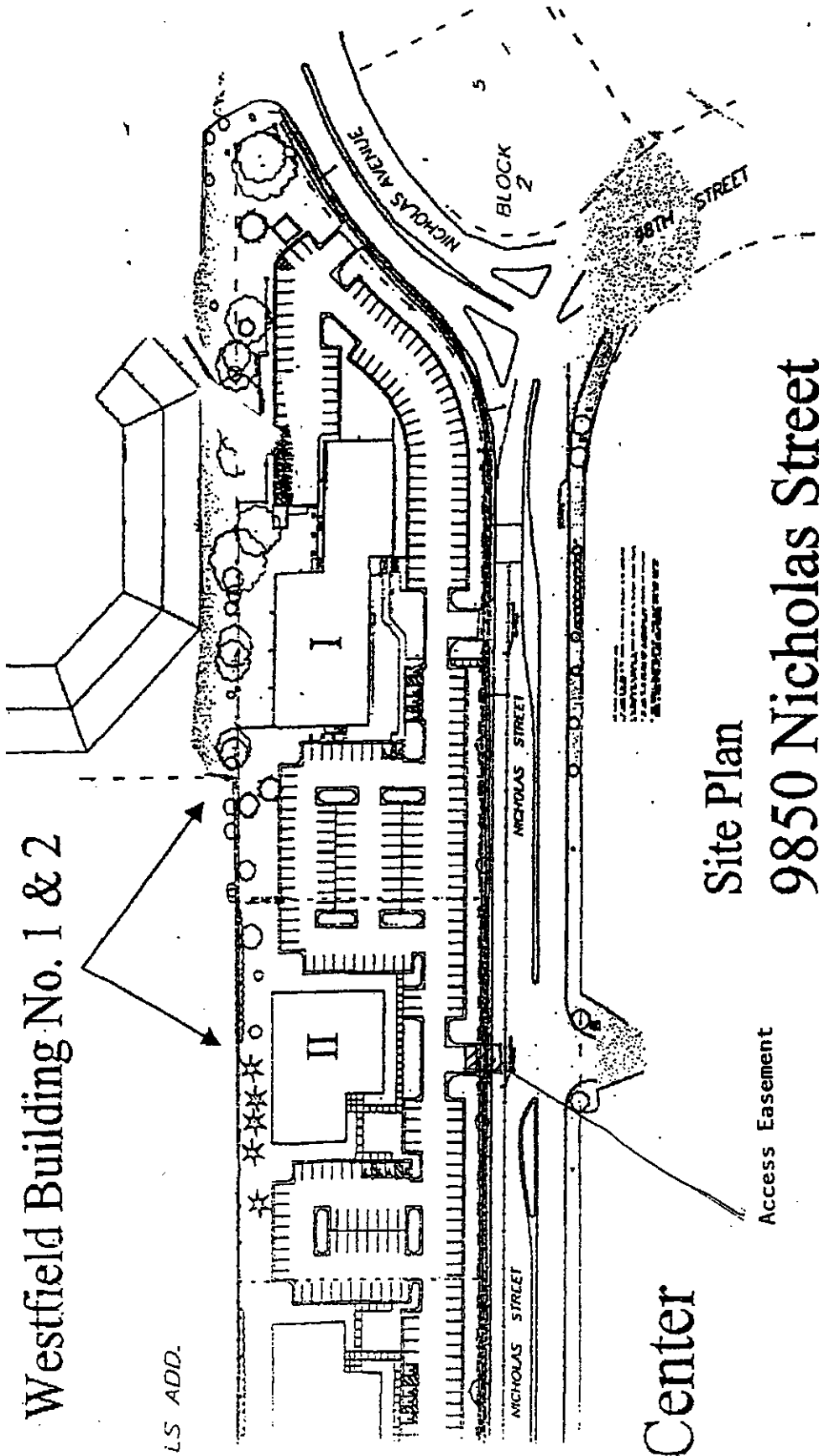
Nancy J. Waltke
Notary Public

AFTER RECORDING, RETURN TO:

DAVID R. MAYER
KOLEY JESSEN P.C.
1125 S 103RD STREET, #800
OMAHA, NE 68124

Westfield Building No. 1 & 2

LS ADD.



Site Plan

9850 Nicholas Street

Center

Access Easement



SIGNA

DEVELOPMENT SERVICES