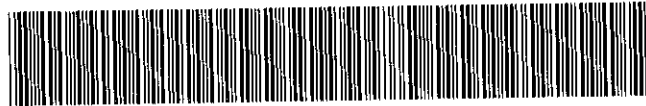




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 BKD 21-15-13 C/D \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 6/22/2007 12:40:54.68  
  
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### DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made this 13<sup>th</sup> day of June, 2007, by and between EAST CAMPUS REALTY, LLC, a Nebraska limited liability company ("Grantor"), and FIRST UNITARIAN CHURCH OF OMAHA, a Nebraska nonprofit corporation ("Grantee").

#### RECITALS

Grantor is the owner of the real estate depicted and legally described as Parcel 1, Parcel 2 and Parcel 3 on Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area"). Grantee is the owner of Lots 4 and 5, Redick's Grove, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and Lot 1, in Redick's Grove Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska (collectively, the "Benefited Parcel"). Grantee desires to obtain an ingress and egress easement over and across the Easement Area, and Grantor is willing to grant an easement to Grantee for the benefit of the Benefited Parcel on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Driveway Easement.** Grantor does hereby grant to Grantee, for the benefit of the Benefited Parcel, a nonexclusive easement over and across the Easement Area for pedestrian and vehicular ingress and egress to and from the Benefited Parcel. Grantor is in the process of replatting the land on which the Easement Area is located and is seeking to have a portion of the public alley shown on page 1 of Exhibit "A" vacated by the City of Omaha. When and if such public alley has been vacated and title has thereby vested in Grantor (or Grantor's successor in title), then the Easement Area shall thereupon be deemed to include the portion of the vacated alley depicted and described on Exhibit "A" as Parcel 4 and Grantor and Grantee will execute an amendment to this Agreement setting forth the then current legal description of the Easement Area.

2. **Construction of Improvements and Maintenance of Easement Area.** Within a reasonable time and in conjunction with the construction of other improvements in the vicinity of the Easement Area, Grantor shall construct a paved driveway and related improvements within

16

TA-54046

the Easement Area. After completion of construction of such improvements Grantor and Grantee shall enter into an amendment to this Agreement to amend the depiction and description of the Easement Area if necessary to eliminate minor discrepancies and conform to the "as built" survey of such improvements. Grantee hereby grants to Grantor a temporary construction easement over and across the area depicted and legally described on Exhibit "A" as Parcel 5 for the purpose of construction of such driveway and related improvements. Grantor, its agents and contractors, shall have full right and authority at all times while such temporary construction easement is in effect to enter upon the temporary construction easement area and perform such work as they deem appropriate to properly and efficiently construct such driveway and related improvements. Such temporary construction easement shall commence on the date hereof and terminate upon completion of such driveway and related improvements. Grantor shall promptly repair any damage done to Grantee's property by Grantor, its agents or contractors, in the course of such construction. During construction, the Easement Area will not be available for use by Grantee. However, Grantor will make available for use by Grantee temporary alternate means of ingress and egress between the Benefited Parcel and Harney Street. After construction of such improvements on the Easement Area and thereafter during the term of this Agreement, Grantor shall maintain the Easement Area in reasonably good condition and repair and reasonably free of snow, ice and debris.

3. **Relocation of Easement Area.** Grantor reserves the right to relocate or modify the Easement Area provided any such modification does not materially restrict or prevent ingress and egress to and from the Benefited Parcel and Harney Street and Farnam Street.

4. **Risk of Liability or Loss.** Grantor shall have no liability to Grantee, its members, agents, employees, guests or invitees, for any damage or injury, including death, to any person or property resulting from any occurrence on the Easement Area unless such occurrence was caused by the gross negligence or willful misconduct of Grantor.

5. **Duration of Easement.** The easement granted hereby shall be perpetual and shall run with the land, being binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns with respect to the Easement Area and the Benefited Parcel.

6. **Termination of Mutual Easement Agreement.** Grantor and Grantee, being the owners of all of the real estate benefited and burdened thereby, hereby agree that the Mutual Easement Agreement dated May 17, 2002, and recorded September 6, 2002, in Book 1459 at Page 723 of the Miscellaneous Records of Douglas County, Nebraska shall be and it hereby is terminated and released.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

[continued on next page]



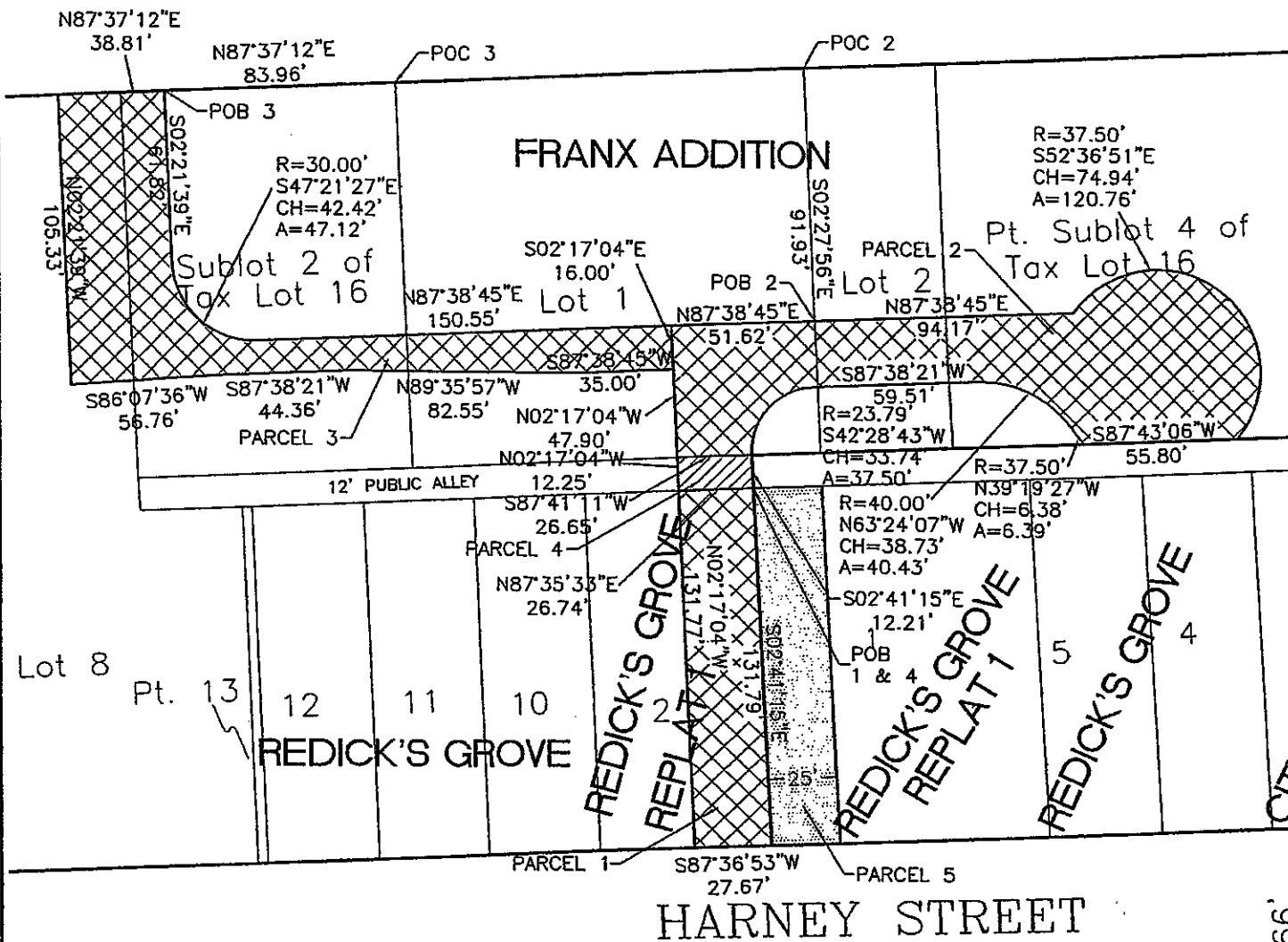
# EASEMENT EXHIBIT

60'




94'

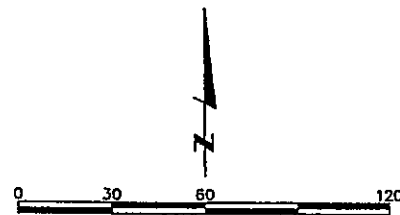
## FARNAM STREET

100'



### LEGEND

-  PERMANENT EASEMENT (PARCEL 1, 2 & 3)
-  TEMPORARY EASEMENT (PARCEL 5)
-  PERMANENT EASEMENT (PARCEL 4)



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drawn by: MJW  
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 job number-task: 03074.01-203  
 date: 11-29-06  
 book: page:  
 file name: 03074E102.DWG

EXHIBIT "A"

Page 2 of 3

LEGAL DESCRIPTION

Parcel 1

16-32241

That part of Lot 2, REDICK'S GROVE REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 2;

Thence South 02°41'15" East (assumed bearings) for 131.79 feet along the east line of said Lot 2 to the southeast corner thereof;

Thence South 87°36'53" West for 27.67 feet along the north right of way line of Harney Street;

Thence North 02°17'04" West for 131.77 feet to the north line of said Lot 2;

Thence North 87°35'33" East for 26.74 feet along said north line to the Point of

Beginning.

Contains 3585 square feet.

LEGAL DESCRIPTION

Parcel 2

16-13132

That part of Lots 1 and 2, FRANX ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH part of Sublot 4 of Tax Lot 16 in the Northwest Quarter of Section 21, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said Lot 1, FRANX ADDITION;

Thence South 02°27'56" East (assumed bearings) for 91.93 feet along the east line of said Lot 1, FRANX ADDITION to the TRUE POINT OF BEGINNING;

Thence North 87°38'45" East for 94.17 feet;

Thence along a curve to the right (having a radius of 37.50 feet and a long chord bearing South 52°36'51" East for 74.94 feet) for an arc length of 120.76 feet to the north line of the east / west alley lying south of the foresaid part of Sublot 4;

Thence South 87°43'06" West for 55.80 feet along said north right of way line;

Thence along a curve to the right (having a radius of 37.50 feet and a long chord bearing North 39°19'27" West for 6.38 feet) for an arc length of 6.39 feet;

Thence along a curve to the left (having a radius of 40.00 feet and a long chord bearing North 63°24'07" West for 38.73 feet) for an arc length of 40.43 feet;

Thence South 87°38'21" West for 59.51 feet;

Thence along a curve to the left (having a radius of 23.79 feet and a long chord bearing South 42°28'43" West for 33.74 feet) for an arc length of 37.50 feet to the north right of way line of the aforesaid alley;

Thence South 87°41'11" West for 26.65 feet along said north right of way line;

Thence North 02°17'04" West for 63.90 feet;

Thence North 87°38'45" East for 51.62 feet to the Point of Beginning.

Contains 5861 square feet.

01-60000

**EXHIBIT "A"**

**LEGAL DESCRIPTION Parcel 3**

That part of Lot 1, FRANX ADDITION, AND part of Lot 8, MUTUAL OF OMAHA CAMPUS, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, AND ALSO part of Sublot 2 of Tax Lot 16 in the Northwest Quarter of Section 21, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

16-27061

Commencing at the northwest corner of said Lot 1, FRANX ADDITION;  
Thence South 87°37'12" West (assumed bearings) for 83.96 feet along the south right of way line of Farnam Street to the TRUE POINT OF BEGINNING;  
Thence South 02°21'39" East for 61.82 feet;  
Thence along a curve to the left (having a radius of 30.00 feet and a long chord bearing South 47°21'27" East for 42.42 feet) for an arc length of 47.12 feet;  
Thence North 87°38'45" East for 150.55 feet;  
Thence South 02°17'04" East for 16.00 feet;  
Thence South 87°38'45" West for 35.00 feet;  
Thence North 89°35'57" West for 82.55 feet;  
Thence South 87°38'21" West for 44.36 feet;  
Thence South 86°07'36" West for 56.76 feet;  
Thence North 02°21'39" West for 105.33 feet to the south right of way line of Farnam Street;  
Thence North 87°37'12" East for 38.81 feet along the south right of way line of Farnam Street to the Point of Beginning.  
Contains 6740 square feet.

(01-60000)

**LEGAL DESCRIPTION Parcel 4**

That part of the twelve foot public alley lying north of and abutting Lot 2, REDICK'S GROVE REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 2;  
Thence South 87°35'33" West for 26.74 feet along the north line of said Lot 2;  
Thence North 02°17'04" West for 12.25 feet;  
Thence North 87°41'11" East for 26.65 feet;  
Thence South 02°41'15" East for 12.21 feet to the Point of Beginning.  
Contains 327 square feet.

**LEGAL DESCRIPTION Parcel 5**

The West twenty-five foot (25') of Lot 1, REDICK'S GROVE REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Contains 3293 square feet.

16-32241