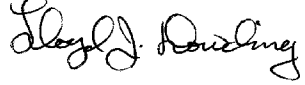



COUNTER LM
VERIFY LM
FEES \$ 45.50
CHG SFILE
SUBMITTED SPENCE TITLE SERVICES - TITLE

FILED SАРY CO. NE.
INSTRUMENT NUMBER

2011-10425

2011 Apr 22 09:37:54 AM

REGISTER OF DEEDS


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PERMANENT ACCESS EASEMENT

THIS PERMANENT ACCESS EASEMENT is made effective as of this 20th day of April, 2011 (hereinafter referred to as the "Effective Date"), by and between Donald C. Dittus, Trustee of the Donald C. Dittus Living Trust Agreement dated August 10, 1995 ("Grantor") and The Venteicher Limited Liability Company, a Nebraska limited liability company ("Grantee").

RECITALS:

WHEREAS, Grantor is the lawful owner of the following legally described real property, to-wit:

Tax Lot 20A, in the SE ¼ of Section 21, Township 14, North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska (hereinafter referred to as the "Burdened Property").

WHEREAS, Grantee is the lawful owner of the following legally described real property, to-wit:

Lots 1 through 10, inclusive, Outlot "A", Portal Plaza South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (hereinafter referred to as the "Benefited Property").

WHEREAS, Grantor intends to grant Grantee an exclusive permanent access easement for the purposes of allowing Grantee to construct a driveway and to provide ingress and egress to and from the Benefited Property onto Cornhusker Road in, over and across that portion of the Burdened Property legally described on Exhibit "A" attached hereto (hereinafter referred to as the "Access Easement Area");

WHEREAS, by virtue of the recording of this Permanent Access Easement (the "Agreement"), the Benefited Property and Burdened Property shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said real property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said real property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Permanent Access Easement. Grantor hereby grants to Grantee for the benefit of Grantee and its mortgagees, tenants, subtenants, licensees, contractors, agents, invitees, visitors, successors and assigns (hereinafter referred to as "Permittees"), an exclusive permanent access easement (but not parking), in, over, upon and across the driveway constructed or to be constructed within the Access Easement Area for the purposes of providing pedestrian and vehicular ingress and egress to and from the Benefited Property onto Cornhusker Road.

2. Nature of Easements. The provisions of this Agreement are not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein.

3. Improvements and Maintenance. Grantee, or its successors or assigns shall, at its sole cost and expense, be responsible for designing, installing and constructing the access drive within the Access Easement Area in a workmanlike manner free and clear of all liens. Grantee or its successors and assigns shall, at its sole cost and expense, be obligated to maintain, repair and replace the materials comprising the access drive within the Access Easement Area.

4. Responsibility to Repair Own Parcel. Except as provided in Section 3, above with respect to the maintenance, repair and/or replacement of the access drive constructed within the Access Easement Area, which shall be the sole responsibility and expense of Grantee or its successors or assigns, each party shall be responsible for the repair and maintenance of the real property owned by it and all improvements located on such real property.

5. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the access drive within the Access Easement Area.

6. Effect of Covenants. Each party hereto, and its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such property owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

7. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

8. Indemnification. Grantee and its successors and assigns shall defend, indemnify and hold harmless Grantor and its successors and assigns and their respective directors, officers, members, managers, partners, employees, agents, representatives, insurers, servants and affiliates

(in this subsection, "Indemnified Parties") from and against any and all suits, losses, demands, damages, claims, liabilities, causes of action, claims for indemnity or contribution, costs and expenses, including, without limitation, liability for bodily injury (including death), property damage, automobile accident liability or environmental liability of any nature whatsoever, including reasonable attorneys' fees and expenses (collectively referred to as the "Claims"), to the extent such arise out of, are caused or alleged to have been caused by (i) any action or inaction of Grantee, its successors and assigns or their respective Permittees in connection with or related to, directly or indirectly, the Access Easement Area, this Agreement or any agreements contemplated hereby, or (ii) the negligent acts, negligent omissions or willful misconduct of Grantee or its successors and assigns or their respective Permittees, unless such Claims arise out of or are caused or alleged to have been caused by the negligence or willful misconduct of Grantor and/or Grantor's employees, agents, successors or assigns. The provisions of this Section shall survive termination of this Agreement.

9. Estoppel. Either party shall deliver to the other party, within twenty (20) days after request therefore, a written statement, setting forth that, to the best of such party's knowledge, the requesting party is not in default, in the performance of any of its obligations under this Agreement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

10. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

11. Amendment, Modification, Notices.

(a) This Agreement may only be amended by the written consent and agreement of the record owner of the Benefited Property and Burdened Property or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.

(b) Wherever in this Agreement the consent or approval of an owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Grantor and Grantee are as follows:

Grantor: Donald C. Dittus, Trustee
6814 Platteview Road
Omaha, Nebraska 68133

Grantee: The Venteicher Limited Liability Company
Attn: Frank Kulig
15504 Spaulding Plaza, Suite C08
Omaha, Nebraska 68166

12. Title. Grantor confirms with Grantee that Grantor is seized in fee of the Burdened Property, which includes the Access Easement Area and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend such easement and rights to Grantee against the lawful claims and demands of all persons.

13. Counterparts. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

[Remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused the authorized execution hereof, the day and year first above written.

GRANTEE:

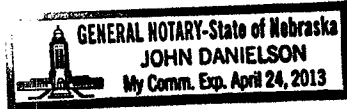
THE VENTEICHER LIMITED LIABILITY COMPANY, a Nebraska limited liability company,

By: *George W. Venteicher*
Its: member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20 day of APRIL, 2011, before me, a notary public in and for said county and state, personally appeared *George W. Venteicher*, the member of The Venteicher Limited Liability Company, a Nebraska limited liability company, to me personally known, who being by me duly sworn and acknowledged to me that he executed the same on behalf of said limited liability company.

[Seal]



John Danielson
Notary Public

GRANTOR:

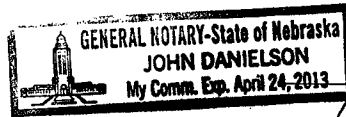
DONALD C. DITTUS, TRUSTEE, the Donald C. Dittus Living Trust, Agreement dated August 10, 1995,

By: Donald C. Dittus Trust
Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20 day of APRIL, 2011, before me, a notary public in and for said county and state, personally appeared Donald Dittus, to me personally known to be the Trustee of the Donald C. Dittus Living Trust, Agreement dated August 10, 1995, who being by me duly sworn and acknowledged to me that he executed the same.

[Seal]



John Danielson
Notary Public

**EXHIBIT A
ACCESS EASEMENT AREA**

(See attached)

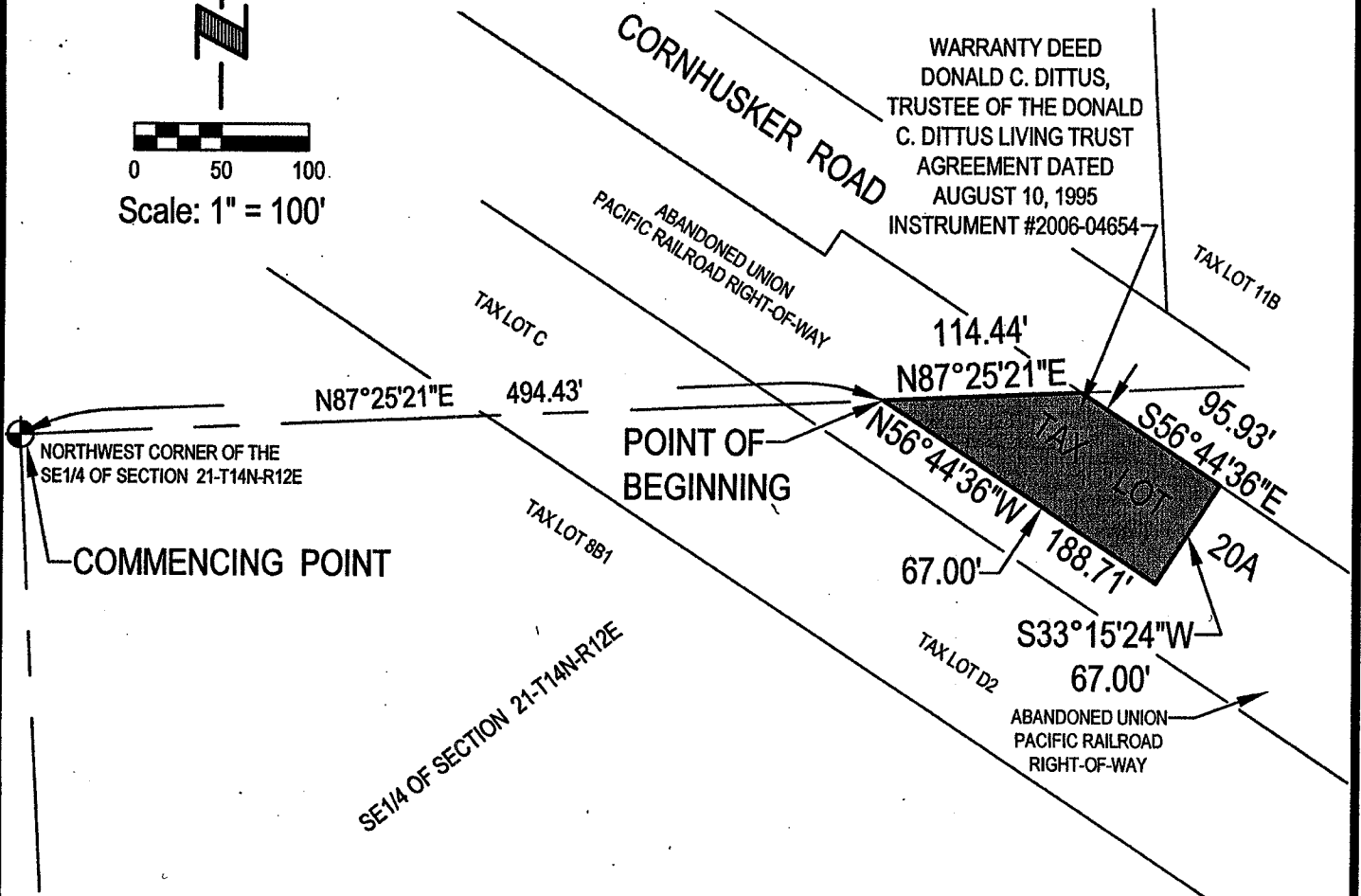
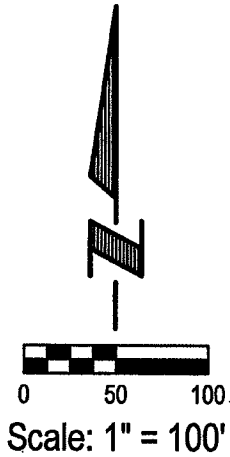
EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tax Lot 20A, a Tax Lot located in the SE ¼ of Section 21, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, more particularly described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 21, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 8B1, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21; THENCE N87°25'21"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 21, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOT 8B1, AND ALSO THE NORTH LINE OF TAX LOT D2, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21, AND ALSO THE NORTH LINE OF SAID TAX LOT 20A, A DISTANCE OF 494.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°25'21"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 21, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 20A, A DISTANCE OF 114.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 20A; THENCE S56°44'36"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 20A, A DISTANCE OF 95.93 FEET; THENCE S33°15'24"W, A DISTANCE OF 67.00 FEET; THENCE N56°44'36"W, A DISTANCE OF 188.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"



LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN TAX LOT 20A, A TAX LOT LOCATED IN THE SE1/4 OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 21, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 8B1, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21; THENCE N87°25'21"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 21, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOT 8B1, AND ALSO THE NORTH LINE OF TAX LOT D2, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21, AND ALSO THE NORTH LINE OF SAID TAX LOT 20A, A DISTANCE OF 494.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°25'21"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 21, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 20A, A DISTANCE OF 114.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 20A; THENCE S56°44'36"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 20A, A DISTANCE OF 95.93 FEET; THENCE S33°15'24"W, A DISTANCE OF 67.00 FEET; THENCE N56°44'36"W, A DISTANCE OF 188.71 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS AN AREA OF 9,535 SQUARE FEET OR 0.219 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

PERMANENT ACCESS EASEMENT

SARPY COUNTY, NEBRASKA

Drawn by: EDF Chkd by: WRC 8-14-06 Chkd by: _____

Job No.: 2005185.01 Date: 8/9/06 Book No.: -----