

A G R E E M E N T

THIS AGREEMENT entered into on this 10 day of June, 1964, between RORICK APARTMENTS, INC., a Nebraska corporation, hereinafter referred to as "RORICK", and COURT REALTY COMPANY, a Nebraska corporation, hereinafter referred to as "COURT",

W I T N E S S E T H:

WHEREAS, Rorick is the owner of the following described real estate situated in the City of Omaha, Douglas County, Nebraska, to-wit:

That part of Tax Lot 8, in the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 15, Range 13, more particularly described as follows: Beginning at the intersection of present South line of St. Mary's Avenue and West line of 22nd Street; thence South along West line of 22nd Street 170.8 feet, more or less, to a point 130 feet north of Jones Street; thence West along a line 130 feet North of and parallel to North line of Jones Street 246 feet, more or less, to a point on East line of Hillcrest Addition in Section 22, Township 15, Range 13; thence North along East line of Hillcrest Addition 148.5 feet, more or less, to present South line of St. Mary's Avenue; thence Northeasterly along present South line of St. Mary's Avenue 247.1 feet, more or less, to point of beginning,

and

WHEREAS, Court is the owner of a tract of ground approximately 130 feet by 247.5 feet immediately adjoining the south line of Rorick's property, and

WHEREAS, by Instrument filed for record on March 13, 1918, and recorded in Book 40 of Miscellaneous Records, Pages 243, 244 and 245, in the Office of the Register of Deeds of Douglas County, Nebraska, the south ten (10) feet of Rorick's property and the north 10 feet of Court's property were subjected to reciprocal easements for light, air and access, all as set forth in aforesaid Instrument, and

WHEREAS, Rorick desires to construct an addition to an existing garage on its premises, with a ramp which will extend upon a portion of the south ten (10) feet of its property which

is subject to said easement in favor of Court, and

WHEREAS, Court desires to park vehicles upon the north ten (10) feet of its property, which is subject to said easement in favor of Rorick,

NOW, THEREFORE, in consideration of their mutual promises, the Parties hereby agree as follows:

1.) Court agrees that Rorick, in constructing an addition to its existing garage, may extend a ramp upon a portion of the south ten (10) feet of Rorick's property which is subject to said easement in favor of Court, as shown by plans on file with the Board of Appeals of the City of Omaha.

2.) Rorick agrees to construct a retaining wall along the north line of Court's property, at Rorick's cost, as shown by the drawing attached hereto and initialed by both parties. Rorick further agrees to maintain said retaining wall at its own expense, and in the event at any time Court may desire to lower its ground level to Rorick's ground level, Rorick agrees to remove said retaining wall at its own expense.

3.) Rorick agrees that Court may at any time use the ramp on the portion of the south ten (10) feet of Rorick's property subject to said easement in favor of Court.

4.) Rorick agrees that Court may continue to park vehicles upon the north ten (10) feet of its property which is subject to said easement in favor of Rorick.

5.) This Agreement shall be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

A T T E S T:

RORICK APARTMENTS, INC.,

O. E. Dickey
Secretary
(CORPORATE SEAL)

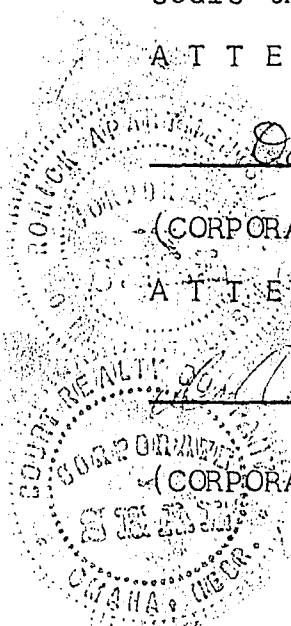
BY: *Arnest A. Rorick*
President

A T T E S T:

COURT REALTY COMPANY

A. A. Cleverie
Secretary
(CORPORATE SEAL)

BY: *[Signature]*
President

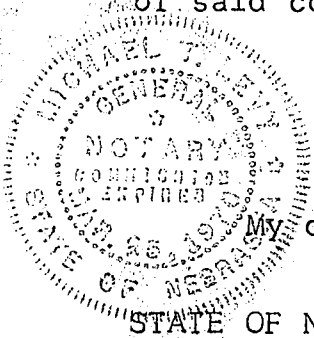


STATE OF NEBRASKA,)
) SS.
COUNTY OF DOUGLAS,)

On this 10th day of June, 1964, before me, a Notary Public in and for said County, personally appeared Ernest C. Rorick, who is personally known to me to be the President of Rorick Apartments, Inc., a Nebraska corporation, and the person who executed the foregoing Agreement, and acknowledged same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Michael T. Levy
Notary Public

My commission expires: March 25, 1970

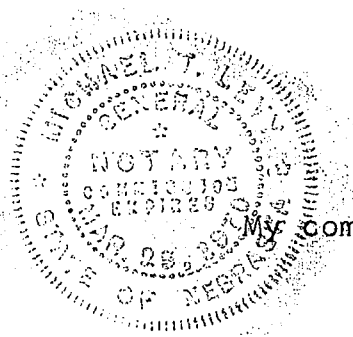


STATE OF NEBRASKA,)
) SS.
COUNTY OF DOUGLAS,)

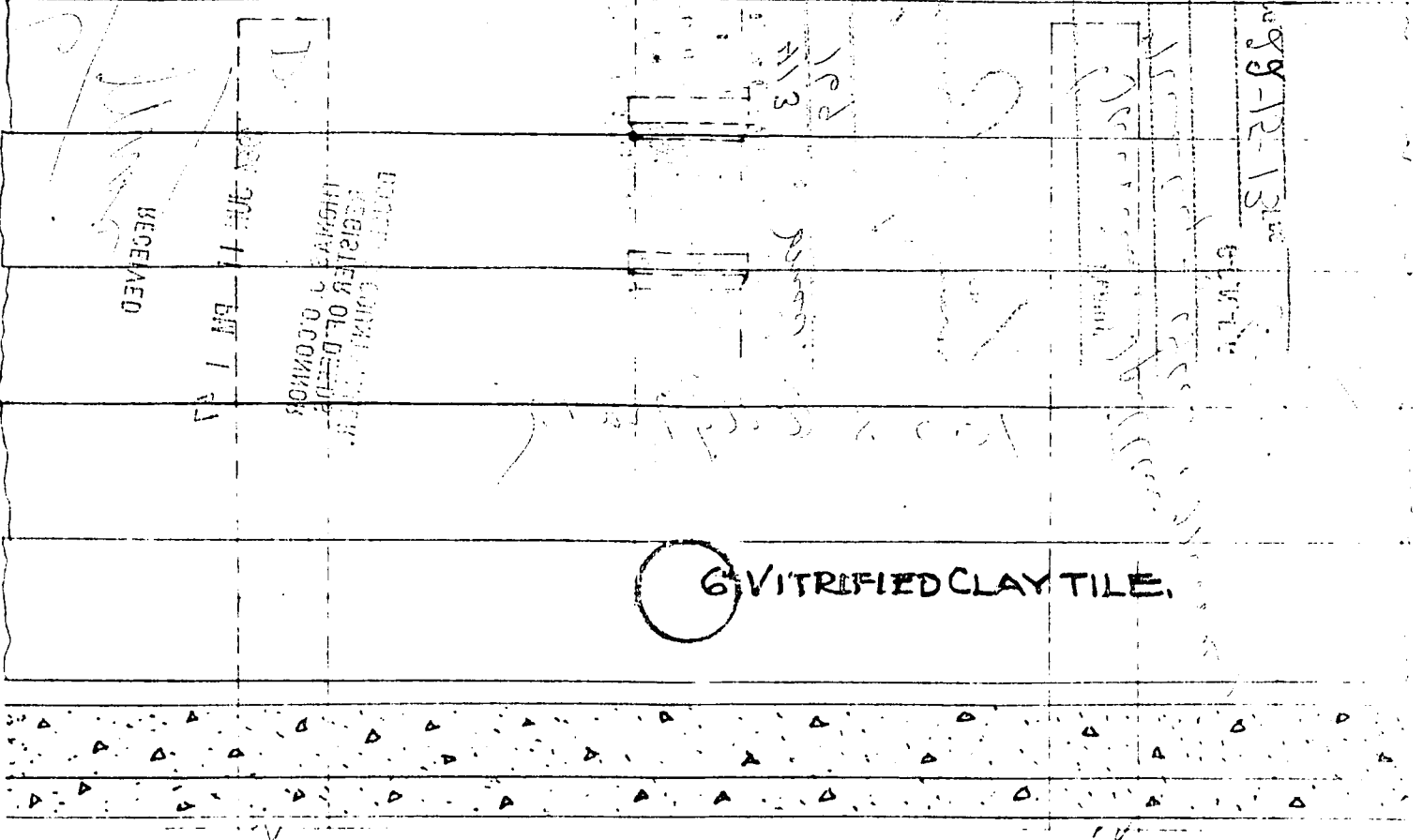
On this 10th day of June, 1964, before me, a Notary Public in and for said County, personally appeared W. Russell Bowie, Jr. who is personally known to me to be the President of Court Realty Company, a Nebraska corporation, and the person who executed the foregoing Agreement, and acknowledged same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Michael T. Levy
Notary Public

My commission expires: March 25, 1970



EARTH FILL



GRADE FOR NEW EARTH FILL

3" x 12" CREOSOTE PLANK
8" CREOSOTE POSTS 6'00"



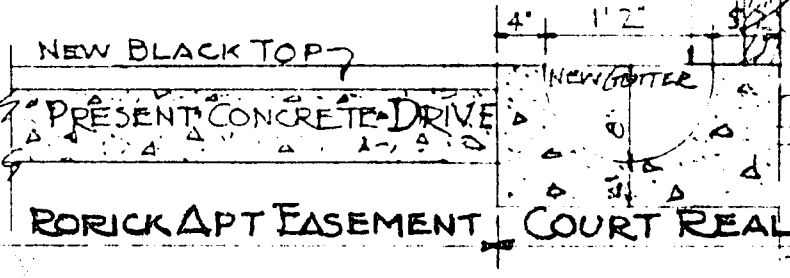
Old

5'0"

8'0"

PRESENT GRADE

A.B.L.



RORICK APTS
CREOSOTE LUMBER
RETAINING WALL

Scale 3/4" = 1'0"
6-4-64

6 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
11 MAY June 1964 AT 1:47 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 625