

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 28 day of July, 1992, by and between MICHAEL J. HOGAN, a single person (herein "Hogan"), and PAUL SCOTT DYE, Trustee (herein "Trustee").

PRELIMINARY STATEMENT

Hogan owns the real property legally described on Exhibit "A" attached hereto (herein the "Hogan Property"). Concurrent with the execution of this Easement Agreement, Hogan has transferred, conveyed and deeded to Trustee, Lot 438, Tara Heights, an addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County Nebraska (herein the "Trustee Property").

The Trustee Property and the Hogan Property have mutual boundaries along the north and west property lines of the Hogan Property and the south and east property lines of the Trustee Property. Hogan and Trustee acknowledge that because of the respective contours of the Hogan Property, additional property owned by Hogan situated immediately to the east of the Hogan Property (herein the "Apartment Property"), and the Trustee Property, there is some surface water drainage from the Hogan Property and Apartment Property onto the Trustee Property. Hogan has agreed to use his best efforts to confine the drainage from the Hogan Property and Apartment Property to the Trustee Property, to the areas illustrated and legally described on Exhibit "B" attached hereto. In connection with the sale of the Trustee Property to Trustee, the parties hereto have agreed to create an easement allowing Hogan a drainage way across the Trustee Property.

The north property line of the Trustee Property abuts Centennial Road. At the present time, the only means of vehicular access from Centennial Road to that part of the Hogan Property known as Tara Plaza is across the Trustee Property. The parties have agreed to create easements: (i) allowing vehicular and pedestrian ingress to and egress from the Hogan Property across the Trustee Property; and (ii) allowing ingress to and egress from the Trustee Property across the Hogan Property.

NOW, THEREFORE, in consideration of the purchase and sale of the Trustee Property, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hogan and Trustee do hereby agree as follows:

ARTICLE I. DRAINAGE EASEMENT

A. Trustee grants to Hogan a perpetual non-exclusive easement (herein the "Drainage Easement") for water and related drainage from the Hogan Property and Apartment Property on, over and under that portion of the Trustee Property as illustrated on Exhibit "B" attached hereto (the "Drainage Easement Area"). The

Drainage Easement created herein shall not create any right or obligation for the owner of the Hogan Property or Apartment Property to construct improvements over and under the Drainage Easement Area. Trustee and his successors and assigns to the Trustee Property retain the right to construct and make surface and subsurface improvements to the Drainage Easement Area provided, however, that such improvements may not materially adversely affect drainage from the Hogan Property and Apartment Property. The Drainage Easement Area shall be reduced from time to time to exclude those areas on which owner of Trustee Property constructs buildings or other similar structures, provided, however, that the construction of buildings or other similar structures shall be subject to the limitations on the construction of improvements set forth in this Article I.

B. Trustee and his successors and assigns hereby release and discharge Hogan, his employees, agents, and representatives, and his successors and assigns, from any and all present or future rights, claims, actions or causes of action which Trustee, or its successors or assigns, or anyone claiming through or under Trustee, may have presently or in the future, whether known or unknown, resulting directly or indirectly from the flow and discharge of water from the Hogan Property and Apartment Property on, to or across the Trustee Property; provided, however, that such release and discharge shall only be effective in respect of rights, claims, actions or causes of action which have arisen, or may arise in the future, as a result of the contour of the Hogan Property and Apartment Property as each exist on and before the date of this Agreement. Notwithstanding the foregoing, the Release evidenced by this Article I, Part B, shall not be effective in respect of any right, claim, action, or cause of action which may arise as a result of any material change in the contour of the Hogan Property or Apartment Property occurring after the date of this Agreement or which may arise as a result of any material change in drainage structures existing on the Hogan Property or Apartment Property subsequent to the date of this Agreement.

ARTICLE II. INGRESS AND EGRESS EASEMENT

A. Trustee grants to Hogan, his employees, visitors, licensees, and invitees, and his successors and assigns, a perpetual non-exclusive right, privilege and easement (the "Hogan Easement") to come upon and travel across the East fifty (50) feet of the Trustee Property for ingress to and egress from the Hogan Property and Centennial Road (the "Hogan Easement Area").

B. Upon Trustee's, or his successors or assigns, completion of improvements to the Trustee Property, the Hogan Easement Area shall be relocated so that the Easement traverses the easterly most drive on Trustee's Property and connects to the easterly most curb cut on Centennial Road; provided, however, that: (i) the relocated Hogan Easement Area must allow reasonably direct and unimpeded

ingress to and egress from the Hogan Property and Centennial Road; and (ii) the relocated Hogan Easement Area shall be of sufficient width to accommodate reasonable vehicular travel and shall be located upon a paved driveway surface. From time to time, the owner of the Trustee Property may relocate the Hogan Easement Area in order to relocate the access drive if reasonably located so as to provide access in compatible fashion. Such relocated easement area may be reduced to a specific metes and bounds easement setting forth the legal description of the property encumbered by the easement, and the owner of the Trustee Property and Hogan Property covenant and agree to cooperate in amending this Easement Agreement to provide a specific metes and bounds description of the Hogan Easement Area. The owners of the Trustee Property shall bear all cost and expense in the preparation of such a restated easement, including, but not limited to, survey and engineering costs as may be necessary or appropriate to accurately define the easement area and legal costs and fees as may be necessary or appropriate to prepare and record the restated easement document.

C. Hogan grants to Trustee, and his employees, visitors, licensees, invitees, and his successors and assigns, a perpetual non-exclusive right, privilege and easement (the "Trustee Easement") to come upon and travel across the paved drive areas on the Hogan Property, as such may change from time to time, for ingress to and egress from the Trustee Property (the "Trustee Easement Area"). Notwithstanding anything to the contrary herein, the owner of the Hogan Property shall have no obligation to pave or improve any area of the Hogan Property.

D. The owner of the Trustee Property and the owner of the Hogan Property, and their respective employees, invitees, visitors and licensees shall have free and unimpeded use of the Hogan Easement Area and Trustee Easement Area for vehicular and pedestrian ingress and egress across the Trustee Property and Hogan Property and to public rights-of-way. The owner of the Trustee Property and the owner of the Hogan Property shall each prohibit and take reasonable action to prevent parking on and along the Hogan Easement Area and Trustee Easement Area which may unreasonably interfere with or block travel along the respective easement areas.

E. The then owner of the Trustee Property agrees to repair and maintain the Hogan Easement Area in a reasonable manner, and the then owner of the Hogan Property agrees to repair and maintain the Trustee Easement Area in a reasonable manner. Such repair and maintenance shall include, but not be limited to:

1. Maintenance and repair of the surface and subsurface of the easement area so as to maintain reasonably level, smooth and even drive; and

2. Removal of ice, snow, refuse, and hazards from the easement areas.

F. The ingress and egress easements created pursuant to Article II of this Easement Agreement, as such relate to vehicular ingress and egress, shall be limited to and be used only for pedestrian, automobile and light truck purposes.

ARTICLE III. MISCELLANEOUS

A. The Drainage Easement, Hogan Easement and Trustee Easement shall each run with the land, inure to the benefit of, and be binding upon, the parties and their respective heirs, personal representatives, successors and assigns.

B. No waiver of any breach of any of the easements or agreements contained in this Easement Agreement shall be construed as or constitute a waiver of any other breach, or a waiver, acquiescence or consent to any future or succeeding breach of the same or any other easement or agreement.

C. If any term or provision of this Easement Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement Agreement shall not be effected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

D. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

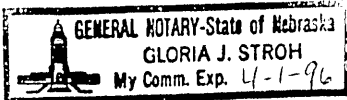
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.

Paul Scott Dye, Trustee
Paul Scott Dye, Trustee

Michael J. Hogan
Michael J. Hogan

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 28th day of July, 1992, by Paul Scott Dye, Trustee.

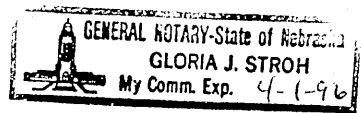


Gloria J. Stroh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me
this 28th day of July, 1992, by Michael J. Hogan.

Gloria J. Stroh
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-015206

92 JUL 28 PM 3:23

Carol A. Davis
REGISTER OF DEEDS

| | |
|---------|--------------|
| Proof | <u>J.</u> |
| D.E. | <u> </u> |
| Verify | <u> </u> |
| Filmed | <u> </u> |
| Checked | <u> </u> |
| Fee \$ | <u>35.50</u> |

EXHIBIT "A"

A Tract of Land located in part of the SW1/4 of Section 23, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Northwest corner of said SW1/4; thence N 89° 52' 30" E (assumed bearing) on the North line of said SW1/4, 41.80 feet; thence S 00° 12' 30" E, 66.00 feet to a point on the Easterly R.O.W. line of State Highway No. 85, said point also being the point of beginning, thence continuing S 00° 12' 30" E on said Easterly R.O.W. line, 473.26 feet; thence S 07° 35' 30" E on said Easterly R.O.W. Line, 100.84 feet; thence S 00° 11' 00" E on said Easterly R.O.W. line, 151.35 feet; thence N 89° 49' 00" E, 80.00 feet; thence N 00° 11' 00" W on a line 135.00 feet East of and parallel to the West line of said SW1/4, 225.07 feet; thence N 89° 52' 30" E on a line 565.47 feet South of and parallel to said North line of the SW1/4, 391.29 feet; thence N 00° 07' 30" W, 499.47 feet; thence S 89° 52' 30" W on a line 66.00 feet South of and parallel to said North line of the SW1/4, 484.98 feet to the point of beginning, except that portion of the above described property now known as Lot 438, Tara Heights, an addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska.

and

A Tract of land located in part of the SW¼ of Section 23, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the SW corner of said Section 23; thence N 0° 11' 00" W on the West line of said SW¼ of Section 23, 1170.00 feet; thence N 89° 49' 00" E, 42.36 feet to a point on the East R.O.W. Line of State Highway No. 85 (84th Street); thence N 0° 13' 00" W on said East R.O.W. Line, 105.00 feet to the point of beginning; thence N 54° 19' 50" E, 77.58 feet; thence N 89° 47' 20" E, 111.81 feet; thence S 0° 12' 40" E, 97.11 feet to a point on the North R.O.W. Line of Hogan Drive; thence N 60° 49' 00" E on said North R.O.W. Line, 34.29 feet; thence N 0° 12' 40" W, 172.70 feet; thence N 67° 22' 50" E, 301.25 feet to the Southwest Corner of Lot 237, Tara Heights, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence N 0° 07' 30" W on the West Line of said Lot 237 and 238 and a Northerly Extension thereof, 546.14 feet; thence S 89° 52' 30" W, 391.29 feet; thence S 0° 11' 00" E on a line 135.00 Feet East of and parallel to said West Line of the SW¼, 225.07 Feet; thence S 89° 49' 00" W, 80.00 feet to a point on said East R.O.W. Line of State Highway No. 85; thence S 0° 11' 00" E on said East R.O.W. Line, 50.00 feet; thence N 89° 49' 00" E, 80.00 feet; thence S 0° 11' 00" E on a line 135.00 feet East of and parallel to said West Line of the SW¼, 410.00 feet; thence S 54° 19' 50" W, 109.98 Feet to a point on said East R.O.W. Line of State Highway No. 85; thence S 7° 03' 20" W on said East R.O.W. Line, 25.00 feet; thence S 0° 12' 40" E on said East R.O.W. Line, 25.00 feet to the point of beginning. (Containing 6.07 acres more or less).

92-15206 E

TARA HEIGHTS

LOT 438

BEING A PLATTING OF PART OF THE NW1/4 OF THE SW1/4 OF SECTION 23, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA

NW CORNER OF THE SW1/4 OF SECTION 23, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA

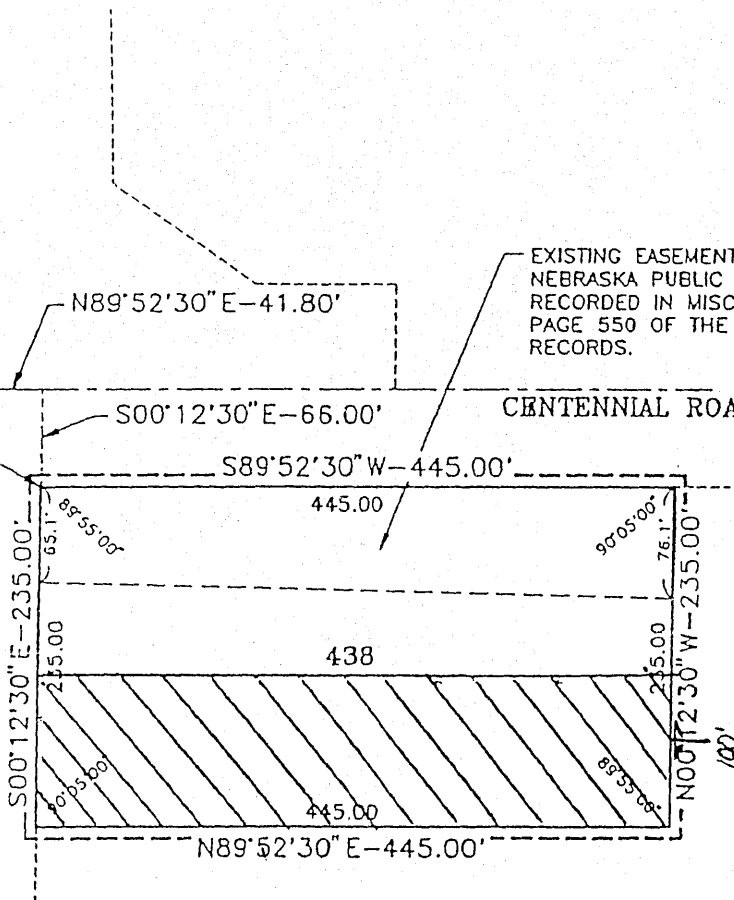
POINT OF COMMENCEMENT

POINT OF BEGINNING

EXISTING EASEMENT GRANTED TO NEBRASKA PUBLIC POWER DISTRICT RECORDED IN MISC. BOOK 46 PAGE 550 OF THE SARPY COUNTY RECORDS.

STATE HIGHWAY NO. 85 (84th STREET)

CENTENNIAL ROAD



Easement Area

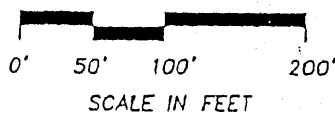


EXHIBIT B