

ROADWAY AND PARKING EASEMENT AND COVENANTS AGREEMENT

This Roadway and Parking Easement and Covenants Agreement made and entered into this 18 day of January, 1980 by and between Financial Plaza, Ltd., a Nebraska Limited Partnership, hereinafter referred to as "Financial Plaza", Dodge Joint Venture, hereinafter referred to as "Dodge", and Embassy Plaza, Ltd., a Nebraska Limited Partnership, hereinafter referred to as "Embassy Plaza".

WITNESSETH:

WHEREAS, Financial Plaza is the fee owner of the following described real property (hereinafter referred to as "Financial Plaza Property"):

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 15, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the intersection of the North right-of-way line of West Dodge Road with the East right-of-way line of Embassy Row; thence S 89° 41' 22" E along the North right-of-way line of West Dodge Road for 327.85 feet (assuming the North right-of-way line of West Dodge Road to bear S 89° 41' 22" E); thence N 00° 18' 50" E for 460.20 feet; thence N 44° 38' 35" W for 182.44 feet to a point on the East right-of-way line of Embassy Row; thence Southwesterly along the East right-of-way line of Embassy Row on a curve concave Southeasterly having a radius of 595.24 feet and a chord bearing S 24° 21' 51" W for an arc distance of 502.47 feet; thence continuing along said East right-of-way line, S 00° 03' 23" W for 142.05 feet to the point of beginning.

WHEREAS, Dodge is the fee owner and Embassy Plaza is the ground lessee under a Lease with Dodge dated June 1, 1976, of the following described real property (hereinafter referred to as "Dodge and Embassy Plaza Property"):

That part of the southeast quarter (SE1/4) of the southwest quarter (SW1/4) of Section 15, Township 15 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the westerly right-of-way (R.O.W.) line of 90th Street which is 50.00 feet west of the east line and 92.59 feet north of the south line of said SE1/4 of the SW1/4; thence N0°00'00"E (Assumed) along said westerly R.O.W. line of 90th Street a distance of 718.41 feet to a point on the southerly R.O.W. line of Embassy Row; thence N90°00'00"W along said southerly R.O.W. line of Embassy Row a distance of 190.00 feet to a point of curve; thence southwesterly on a curve to the left, along said southerly R.O.W. line of Embassy Row, said curve having a radius of 595.24 feet, a long chord of 420.72 feet bearing S69°18'22"W and an arc length of 430.09 feet; thence S44°41'22"E a distance of 182.60 feet; thence S0°18'38"W a distance of 460.04 feet to a point on the northerly R.O.W. line of West Dodge Road; thence S89°41'22"E along said northerly R.O.W. line of West Dodge Road a distance of 173.30 feet thence N0°18'32"E along said northerly R.O.W. line of West Dodge Road a distance of 11.00 feet; thence S89°41'22"E along said northerly R.O.W. line of West Dodge Road a distance of 270.00 feet; thence N51°10'21"E along said northerly R.O.W. line of West Dodge Road a distance of 18.36 feet to the point of beginning.

WHEREAS, the Financial Plaza Property and the Dodge and Embassy Plaza Property adjoin each other and have a common property line constituting the Easterly boundary line of the Financial Plaza property and the Westerly boundary line of the Dodge and Embassy Plaza Property.

WHEREAS, for the purposes of providing ingress and egress from the street now known as Embassy Row to and from the Financial Plaza Property and the Dodge and Embassy Plaza Property, Embassy Plaza has constructed a roadway for vehicular traffic over the northerly portion of the Financial Plaza Property and over a portion of the Dodge and Embassy Plaza Property adjoining same and the parties hereto are desirous of granting to the other reciprocal, joint and nonexclusive easements for roadway purposes over these portions of their respective properties, all as more particularly hereinafter set forth; and

NOW, THEREFORE, for good and valuable consideration received and the mutual covenants and conditions hereinafter set forth the parties hereby agree as follows:

1. Filing of Record. Upon execution, this Agreement shall become effective and be filed of record with the office of the Register of Deeds of Douglas County, Nebraska.

2. Grant of Roadway Easement to Financial Plaza. Dodge and Embassy Plaza hereby grant to Financial Plaza the nonexclusive right and easement over a portion of the Dodge and Embassy Plaza Property for the purposes of access to and ingress and egress from the Financial Plaza Property by vehicular and pedestrian traffic to the street now known as Embassy Row, said roadway easement being referred to on Exhibit "A" as Easement "B" and described as follows:

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 15, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Commencing at the intersection of the North right-of-way line of West Dodge Road with the East right-of-way line of Embassy Row; thence S 89°41'22" E (an assumed bearing) along the North right-of-way line of West Dodge Road for 327.85 feet; thence N 00°18'50" E for 391.54 feet to the point of beginning; thence N 00°18'50" E for 68.66 feet; thence N 44°38'35" W for 182.44 feet to a point on the Easterly right-of-way line of Embassy Row; thence Northeasterly along the Easterly right-of-way of Embassy Row on a 596.24 foot radius curve to the right (having a chord of 26.08 feet and a chord bearing N 49°50'31" E) for an arc distance of 26.08 feet; thence S 44°38'35" E for 240.40 feet; thence S 45°21'25" W for 26.0 feet; thence S 56°57'17" W for 27.87 feet; thence along a 5.03 foot radius curve to the left (having a chord of 8.23 feet and a chord bearing of N 79°19'45" W) for an arc distance of 9.64 feet; thence S 45°49'50" W for 15.46 feet to the point of beginning.

The roadway easement granted herein does not include the right to park any vehicles upon the easement area, and such parking is prohibited. The roadway easement shall not be used for any purposes other than vehicular and pedestrian traffic. Financial Plaza and Dodge and Embassy Plaza agree to perpetually repair, maintain and replace when necessary the roadway easement area. Further, each agrees to keep the roadway easement area in a first-class, neat, clean, orderly and sanitary condition and appearance, cutting all weeds and grass thereon, if any, and removing any and all accumulations of ice, snow, dirt and rubbish when necessary. All costs and expenses for any of the foregoing required to be expended from time to time hereinafter shall be shared one-half (½) by Financial Plaza and one-half

(½) by Dodge and Embassy Plaza. Whenever a transfer of ownership of either the Financial Plaza Property or Dodge and Embassy Plaza Property occurs, liability of the grantor or transferor of the property transferred for breach of the foregoing repair, maintenance and improvement covenant occurring at anytime thereafter automatically terminates, and the grantee or transferee of the property transferred automatically assumes the grantors' or transferors' liability and responsibility therefor.

3. Grant of Roadway Easement to Dodge and Embassy Plaza. Financial Plaza hereby grants to Dodge and Embassy Plaza a nonexclusive right and easement over a portion of the Financial Plaza Property for purposes of access to and ingress and egress from the Dodge and Embassy Plaza Property by vehicular and pedestrian traffic to the street now known as Embassy Row, said roadway easement being referred to on Exhibit "A" as Easement "A" and more particularly described as follows:

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 15, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the intersection of the North right-of-way line of West Dodge Road with the East right-of-way line of Embassy Row; thence S 89° 41' 22" E along the North right-of-way line of West Dodge Road for 327.85 feet (assuming the North right-of-way line of West Dodge Road to bear S 89° 41' 22" E); thence N 00° 18' 50" E for 423.4 feet to the point of beginning; thence N 44° 38' 35" W for 209.41 feet to the Easterly R.O.W. line of Embassy Row; thence North-easterly along said Easterly R.O.W. line on a 595.24 foot radius curve to the right (having a chord bearing N 47° 24' 13" E for 26.02 feet) for an arc distance of 26.02 feet; thence S 44° 38' 35" E for 182.44 feet; thence S 00° 18' 50" W for 36.80 feet to the point of beginning.

The roadway easement granted herein does not include the right to park any vehicles upon the easement area, and such parking is prohibited. The roadway easement shall not be used for any purposes other than vehicular and pedestrian traffic. Financial Plaza and Dodge and Embassy Plaza agree to perpetually repair, maintain and replace when necessary the roadway easement area. Further, each agrees to keep the roadway easement area in a first-class, neat, clean, orderly and sanitary condition and appearance, cutting all weeds and grass thereon, if any, and removing any and all accumulations of ice, snow, dirt and rubbish when necessary. All costs and expenses for any of the foregoing required to be expended from time to time hereinafter shall be shared one-half (½) by Financial Plaza and one-half (½) by Dodge and Embassy Plaza. Whenever a transfer of ownership of either the Financial Plaza Property or Dodge and Embassy Plaza Property occurs, liability of the grantor or transferor of the property transferred for breach of the foregoing repair, maintenance, and

improvement covenant occurring at anytime thereafter automatically terminates, and the grantee or transferee of the property transferred automatically assumes the grantors' or transferors' liability and responsibility therefor.

4. Remedies for Breach. Except as otherwise specifically provided in this Agreement, if any of the parties to this Agreement or their transferees, successors or assigns shall at any time violate any of the easements, covenants and agreements herein contained, the aggrieved party or parties may prosecute any proceedings at law or in equity against the defaulting party or its transferees, successors or assigns for violating or attempting to violate any such easements, covenants and agreements and in such event may secure injunctive relief to prevent such violation, or the aggrieved parties may recover damages and other costs for such violations, or both.

5. Terms Severable. The terms and provisions hereof are deemed severable and the invalidation of any of these covenants or agreements by court order or decree shall in no way invalidate or affect any of the other provisions hereof.

6. Covenants Running with the Land. Except as otherwise specifically provided in this Agreement, all easements, covenants and agreements herein shall be joint with Financial Plaza, Embassy Plaza and Dodge, and each of their invitees, licensees, servants, agents, employees, customers and visitors. The easements, covenants and agreements granted herein and their benefits and burdens are appurtenant to the property owned by the respective grantees and shall run with said property. All easements, covenants and agreements granted herein shall be considered and construed as perpetual easements and covenants running with the Financial Plaza Property and the Dodge and Embassy Plaza Property, and shall inure to the benefit of and extend to and be binding upon the successors, transferees, assignees, lessees, licensees, servants, agents, employees and visitors of the parties hereto, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect until terminated or annulled in accordance with this Agreement.

7. Operation of Respective Grants not Contingent. The operation of the respective grants of easements of way herein contained shall not be deemed contingent upon the happening of any event and are not to be viewed as executory in any respect. Nonuse of any of the easements granted herein regardless of the duration of such nonuse, shall not constitute evidence of the intent of the grantee and his transferees, successors or assigns to abandon such easement. None of the easements granted herein shall be deemed abandoned unless and until the respective grantees thereof or their transferees, successors or assigns shall by mutual, written agreement terminate or annul such easements.

8. Modification. This Agreement may be modified at any time but only by the mutual, written agreement of the parties hereto or their transferees, successors or assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

FINANCIAL PLAZA, LTD.,  
A Nebraska Limited Partnership

By MADDEN FINANCIAL PARTNERS,  
General Partner

By PLAZA DEVELOPERS,  
Managing General Partner

By   
Francis A. Nemecek, Partner

DODGE JOINT VENTURE

By The Prudential Insurance Company of America

By   
Duly Authorized Partner VICE PRESIDENT

By N. P. Dodge Company

By   
Duly Authorized Partner PRESIDENT

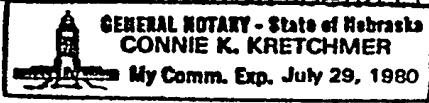
EMBASSY PLAZA, LTD.,  
A Nebraska Limited Partnership

By: MADDEN MANAGEMENT CO.,  
A Colorado Corporation,  
Managing General Partner

By   
Vice President

STATE OF NEBRASKA)  
 ) ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of January, 19 80 by Francis A. Nemecek, Partner of Plaza Developers Managing General Partner of Madden Financial Partners, General Partner of Financial Plaza, Ltd. and for and on behalf of the partnership.

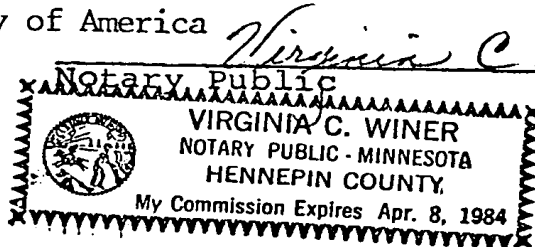


Connie K. Kretchmer  
Notary Public

Minnesota  
STATE OF NEBRASKA)  
 ) ss.  
Hennepin  
COUNTY OF DOUGLAS)

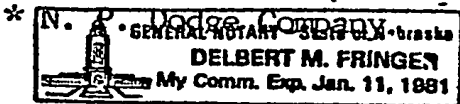
The foregoing instrument was acknowledged before me this 17th day of January, 19 80 by Robert E. Wilson ~~Vice President~~ \*Duly Authorized Partner of Dodge Joint Venture for and on behalf of the Joint Venture.

\*The Prudential Insurance Company of America



STATE OF NEBRASKA)  
 ) ss.  
COUNTY OF DOUGLAS)

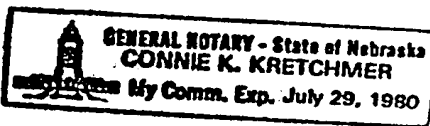
The foregoing instrument was acknowledged before me this 18 day of January, 19 80 by N. P. Dodge Jr. \*Duly Authorized Partner of Dodge Joint Venture for and on behalf of the Joint Venture.



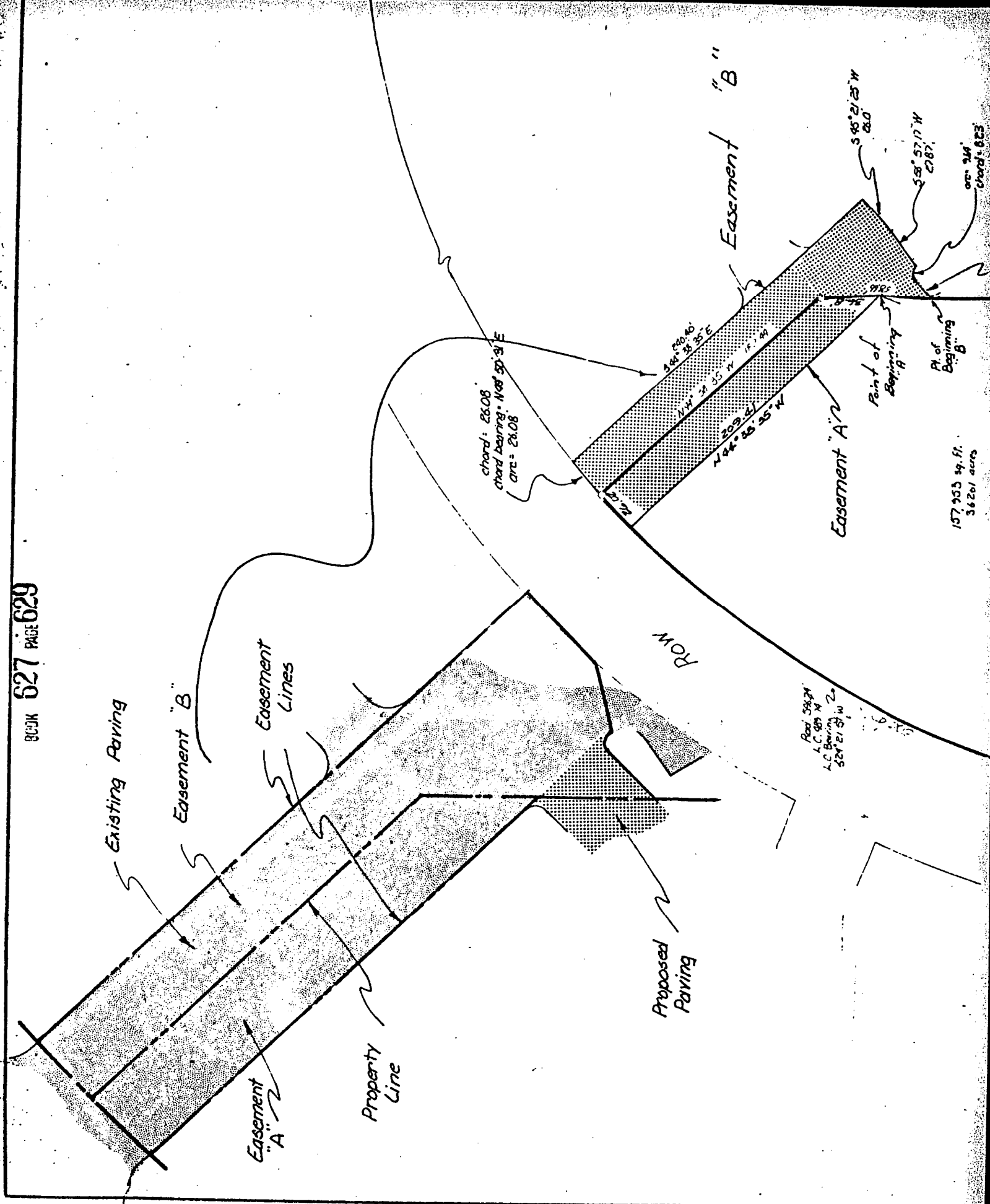
N. P. Dodge Jr.  
Delbert M. Fringer  
Notary Public

STATE OF NEBRASKA)  
 ) ss.  
COUNTY OF DOUGLAS)

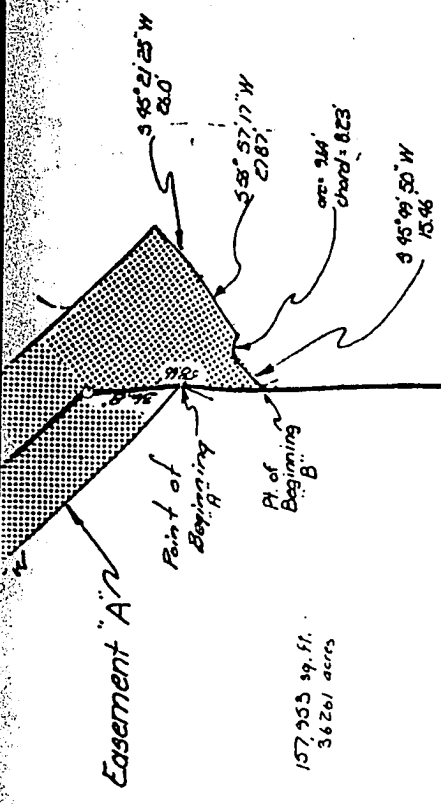
The foregoing instrument was acknowledged before me this 18 day of January, 19 80 by Francis A. Nemecek, Vice President of Madden Management Co., A Colorado Corporation, for and on behalf of the corporation, Managing General Partner of Embassy Plaza, Ltd. a Nebraska Limited Partnership and for and on behalf of the partnership.



Connie K. Kretchmer  
Notary Public







157,955 sq. ft.  
3.6261 acres

425.4'  
N 0° 18' 50\"/>

109° 41' 22\"/>

West Dodge Rd.

Embassy

40° 03' 23\"/>

Point of Commencement

Road 398.74'  
L.C. 189' W  
L.C. Bearing  
S 24° 21' 51\"/>

SW 1/4  
SE 1/4  
Sec. 15/15-12

NE 1/4  
SEC 4  
T 15 N  
R 12 E

LEGAL DESCRIPTION  
EASEMENT "B"

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 15, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Commencing at the intersection of the North right-of-way line of West Dodge Road with the East right-of-way line of Embassy Row; thence S 89° 41' 22" E (an assumed bearing) along the North right-of-way line of West Dodge Road for 327.85 feet; thence N 00° 18' 50" E for 391.54 feet to the point of beginning; thence N 00° 18' 50" E for 68.66 feet; thence N 44° 38' 35" W for 182.44 feet to a point on the Easterly right-of-way line of Embassy Row; thence Northeasterly along the Easterly right-of-way line of Embassy Row on a 596.24 foot radius curve to the right (having a chord of 26.08 feet and chord bearing N 49° 50' 31" E) for an arc distance of 26.08 feet; thence S 44° 38' 35" E for 240.40 feet; thence S 45° 21' 25" W for 26.0 feet; thence S 56° 57' 17" W for 27.87 feet; thence along a 5.03 foot radius curve to the left (having a chord of 8.23 feet and chord bearing of N 79° 19' 45" W) for an arc distance of 9.64 feet; thence S 45° 49' 50" W for 15.46 feet to the point of beginning.

LEGAL DESCRIPTION  
EASEMENT "A"

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 15, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the intersection of the North right-of-way line of West Dodge Road with the East right-of-way line of Embassy Row; thence S 89° 41' 22" E along the North right-of-way line of West Dodge Road for 327.85 feet (assuming the North right-of-way line of West Dodge Road to bear S 89° 41' 22" E); thence N 00° 18' 50" E for 423.4 feet to the point of beginning; thence N 44° 38' 35" W for 209.41 feet to the Easterly R.O.W. line of Embassy Row; thence Northeasterly along said Easterly R.O.W. line on a 595.24 foot radius curve to the right (having a chord bearing N 47° 24' 13" E for 26.02 feet) for an arc distance of 26.02 feet; thence S 44° 38' 35" E for 182.44 feet; thence S 00° 18' 50" W for 36.80 feet to the point of beginning.

Easement "B"

S 45° 21' 25" W  
26.0

S 56° 57' 17" W  
27.87

chord: 8.23

Surveyors  
Certificate

Do. Co. Nebr.

on 15-15-12, 6<sup>th</sup> PM.

Parson & Associates, Inc.  
engineers  
surveyors  
planners  
402-397-3008  
88114 Omaha, Nebraska

Exhibit A

EXHIBIT "A"

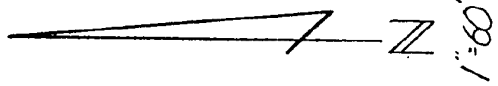
bear S 89° 41' 22" E); thence N 00° 18' 50" E for 423.4 feet to the point of beginning; thence N 44° 38' 35" W for 209.41 feet to the Easterly R.O.W. line of Embassy Row; thence Northeasterly along said Easterly R.O.W. line on a 595.24 foot radius curve to the right (having a chord bearing N 47° 24' 13" E for 26.02 feet) for an arc distance of 26.02 feet; thence S 44° 38' 35" E for 182.44 feet; thence S 00° 18' 50" W for 36.80 feet to the point of beginning.

BOOK 627 PAGE 632

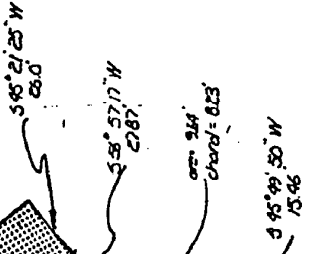
19 March

RECEIVED  
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C. HAROLD ASTLER  
REGISTERED SURVEYOR  
DUBLAS COUNTY, NEBR.



Street  
90th  
31



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- 1 -  
Fee 33.15  
Index 11  
Comped 11  
N. 15-15-10

5' Comp'd  
Sec. 15-15-10

Lamp, Rynearson & Associates  
engineers  
8290 West Dodge Road  
Omaha, Nebraska 68114

Pt. SE, SW, Section 15-15-12, 6th

designer \_\_\_\_\_  
draftsman RED  
Date to Job #  
79-917  
79-707  
revisions  
12-21-79  
1-17-80

job number 80-1081  
date 1-17-80  
sheet 1 of 1