

PARKING AND CONSTRUCTION EASEMENT AND COVENANTS AGREEMENT

This Parking and Construction 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; and

WHEREAS, Dodge and Embassy Plaza desire to grant to Financial Plaza and it wishes to receive an easement over a portion of the Dodge and Embassy Plaza Property for the purposes of permanently locating and constructing thereon a storage building for housing a trash compactor (hereinafter "Trash Compactor Building") to which Financial Plaza, Dodge, and Embassy Plaza shall have a joint access and use easement, all as more particularly hereinafter set forth; and

WHEREAS, Financial Plaza desires to grant to Dodge and Embassy Plaza and they wish to receive an easement over a portion of the Financial Plaza Property providing Dodge and Embassy Plaza ingress and egress and the right to the joint use and possession of the Trash Compactor Building, which will be partially located on their property all as more particularly hereinafter set forth; and

WHEREAS, Dodge and Embassy Plaza desire to grant to Financial Plaza and it wishes to receive an easement for parking over the southwesterly portion of the Dodge and Embassy Plaza Property, all as more particularly hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration received and the mutual covenants and conditions hereinafter set forth the parties hereto 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. Easement For Construction and Maintenance of Trash Compactor Building. Financial Plaza shall at its sole cost and expense construct and erect a Trash Compactor Building on a portion of the Financial Plaza Property and on a portion of the Dodge and Embassy Plaza Property, each permanent building easement area herein being referred to on the attached Exhibit A as Easement "B" and "C" respectively, and described as follows:

EASEMENT "B"

A tract of land located in the SE 1/4 of the SW 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 point of intersection of the North right-of-way line of West Dodge Road and the East right-of-way line of Embassy Row; thence S $89^{\circ}41'22''$ E, (assumed bearing) along said North right-of-way line of West Dodge Road a distance of 327.85 feet; thence N- $00^{\circ}18'50''$ E a distance of 119.33 feet to the Point of Beginning; thence N $43^{\circ}54'48''$ W a distance of 10.43 feet; thence N $46^{\circ}05'12''$ E a distance of 10.24 feet; thence S $00^{\circ}18'50''$ W a distance of 14.80 feet to the Point of Beginning.

EASEMENT "C"

A tract of land in the SE 1/4 of the SW 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 $89^{\circ}41'22''$ 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 119.33 feet to the point of beginning; thence continuing N 0°18'50" E for 14.80 feet; thence N 46°05'12" E for 9.53 feet; thence S 43°54'48" E for 16.0 feet; thence S 46°05'12" W for 20.0 feet; thence N 43°54'48" W for 5.57 feet to the point of beginning.

Dodge and Embassy Plaza are hereby granted a non-exclusive easement providing them ingress and egress over and across the foregoing described easement areas and the right to the joint use and possession of the Trash Compactor Building in conjunction with the joint use and ingress and egress by Financial Plaza. Financial Plaza is hereby granted an easement providing it ingress and egress over and across the foregoing easement areas and the right to the joint use and possession of the Trash Compactor Building in conjunction with the joint use and ingress and egress by Dodge and Embassy Plaza. All repairs, maintenance and improvement of the Trash Compactor Building required from time to time hereinafter shall be shared one-half ($\frac{1}{2}$) by Financial Plaza and one-half ($\frac{1}{2}$) 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 Easement to Financial Plaza. Dodge and Embassy Plaza hereby grant to Financial Plaza a nonexclusive easement over a portion of the Dodge and Embassy Plaza Property referred to on Exhibit A as Easement "A" and described as follows:

A tract of land located in the SE 1/4 of the SW 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 point of intersection of the North right-of-way line of West Dodge Road and the East right-of-way line of Embassy Row; thence S 89°41'22" E (assumed bearing) along said North right-of-way line of West Dodge Road a distance of 327.85 feet to the Point of Beginning; thence N 00°18'50" E a distance of 146.42 feet; thence S 43°54'48" E a distance of 153.04 feet; thence S 46°05'12" W a distance of 52.68 feet to a point on said North right-of-way line of West Dodge Road; thence N 89°41'22" W along said North right-of-way line of West Dodge Road a distance of 69.00 feet to the Point of Beginning, except Easement "C" described

as follows: A tract of land in the SE 1/4 of the SW 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 119.33 feet to the point of beginning; thence continuing N 0°18'50" E for 14.80 feet; thence N 46°05'12" E for 9.53 feet; thence S 43°54'48" E for 16.0 feet; thence S 46°05'12" W for 20.0 feet; thence N 43°54'48" W for 5.57 feet to the point of beginning.

The nonexclusive easement granted to Financial Plaza herein shall be used solely for the purpose of a vehicle parking lot (which term as used herein includes necessary entrances, exits, driveways, walkways and landscaping for the parking lot, provided however, all entrances, exits, driveways, and walkways shall provide ingress and egress to the parking lot solely from the Financial Plaza Property and not to or from any portion of the Dodge and Embassy Plaza Property.) Initially, Financial Plaza shall cause the easement area described as Easement "A" to be improved at its sole cost and expense with asphaltic concrete in accordance with the requirements of the city ordinances of Omaha, Nebraska, and the standards of good construction practice recognized in the construction-paving industry in Omaha, Nebraska. The nonexclusive easement shall be paint striped in the appropriate areas to designate the individual parking stalls, walkways, exits, entrances, and driveways. Financial Plaza agrees to keep the nonexclusive easement in a first-class, safe, neat, clean, orderly, and sanitary condition and appearance, removing any and all accumulations of ice, snow, dirt, and rubbish from the area when necessary. Financial Plaza agrees to perpetually repair, maintain, paint stripe and replace when necessary, the surfacing on the nonexclusive easement. All costs and expenses for any of the foregoing required to be expended from time to time hereinafter, other than the initial construction costs and expenses referred to in the second sentence of this paragraph, 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 violations, 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 to be 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 provided 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. Nemecsek
Francis A. Nemecsek, Partner

DODGE JOINT VENTURE

By The Prudential Insurance Company of America

By Robert E. Wilson M/P
Duly Authorized Partner

By N. P. Dodge Company

By [Signature]
Duly Authorized Partner

EMBASSY PLAZA, LTD.,
A Nebraska Limited Partnership

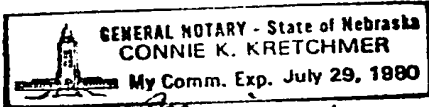
By MADDEN MANAGEMENT CO.,
A Colorado Corporation
Managing General Partner

By Francis A. Nemecsek
Vice President



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

The foregoing instrument was acknowledged before me this 16 day of January, 1980 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.

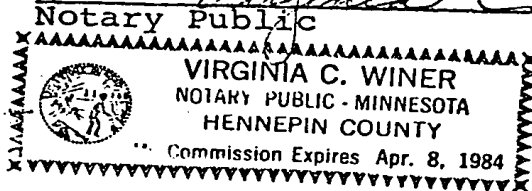


Connie K. Kretchmer
Notary Public

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

The foregoing instrument was acknowledged before me this 17th day of January, 1980 by Robert F. Winick Vice President *, Duly Authorized Partner of Dodge Joint Venture for and on behalf of the Joint Venture.

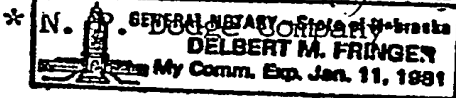
*The Prudential Insurance Company of America



Virginia C. Winer
Notary Public

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

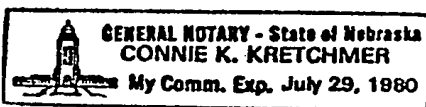
The foregoing instrument was acknowledged before me this 18 day of January, 1980 by Robert F. Winick President *, Duly Authorized Partner of Dodge Joint Venture for and on behalf of the Joint Venture.



Delbert M. Fringer
Notary Public

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

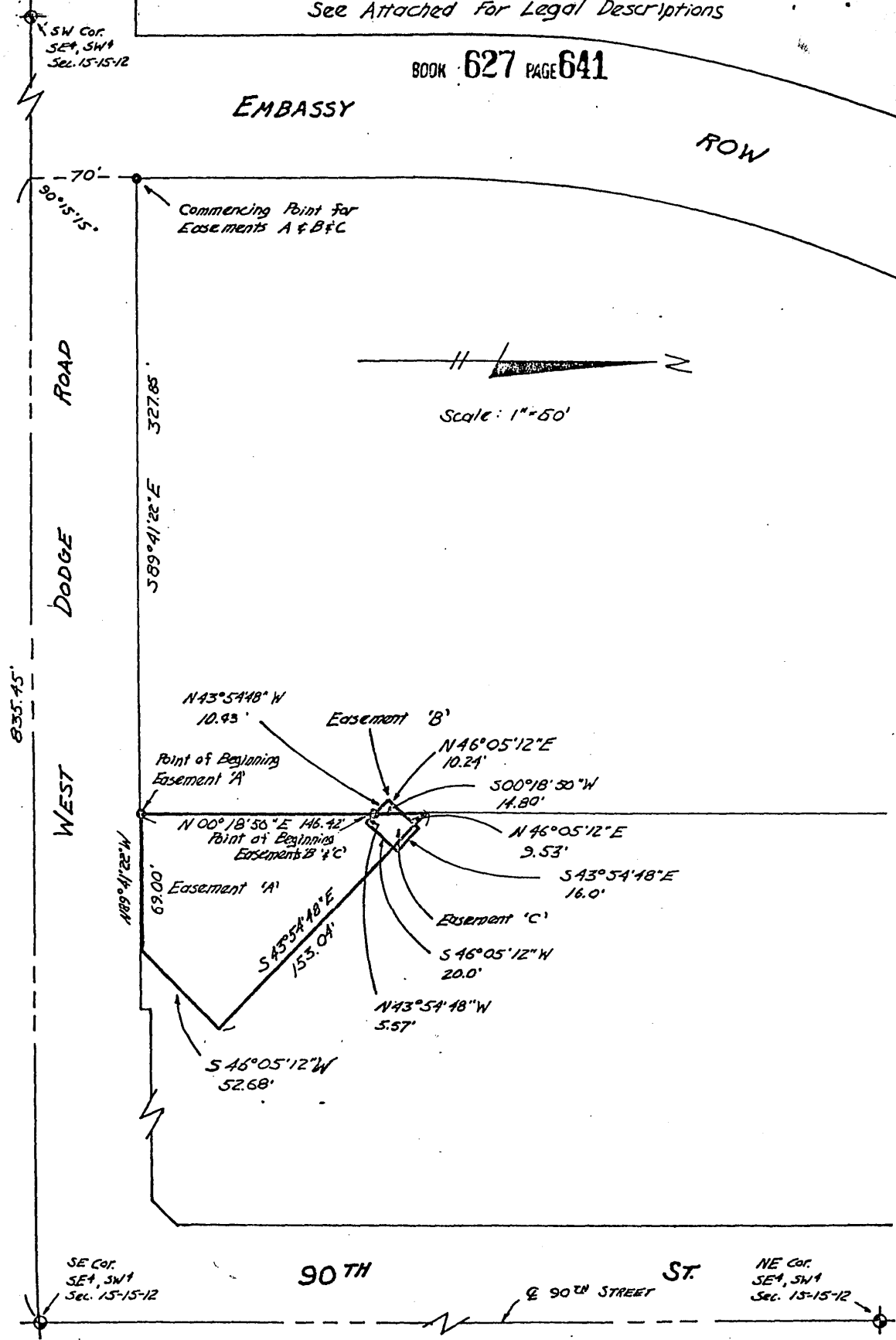
The foregoing instrument was acknowledged before me this 18 day of January, 1980 by Francis A. Nemecek, Vice President of Madden Management Co., A Colorado Corporation, for and on behalf of the corporation, Managing General Partner of Embassy Plaza, Ltd. a Nebraska Limited Partnership and for and on behalf of the partnership.



Connie K. Kretchmer
Notary Public

EMBASSY

ROW



Book _____ Page _____ Date 12-21-79 Job Number 79-1999
 Revised 1-9-80

lamp, ryneerson & associates, inc.
 architects engineers surveyors planners
 8280 west dodge road omaha, nebraska 68114 402-387-3008

EXHIBIT "A"

LEGAL DESCRIPTION
EASEMENT "A"

A tract of land located in the SE 1/4 of the SW 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 point of intersection of the North right-of-way line of West Dodge Road and the East right-of-way line of Embassy Row; thence S 89°41'22" E (assumed bearing) along said North right-of-way line of West Dodge Road a distance of 327.85 feet to the Point of Beginning; thence N 00°18'50" E a distance of 146.42 feet; thence S 43°54'48" E a distance of 153.04 feet; thence S 46°05'12" W a distance of 52.68 feet to a point on said North right-of-way line of West Dodge Road; thence N 89°41'22" W along said North right-of-way line of West Dodge Road a distance of 69.00 feet to the Point of Beginning, except Easement "C" described as follows: A tract of land in the SE 1/4 of the SW 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 119.33 feet to the point of beginning; thence continuing N 0°18'50" E for 14.80 feet; thence N 46°05'12" E for 9.53 feet; thence S 43°54'48" E for 16.0 feet; thence S 46°05'12" W for 20.0 feet; thence N 43°54'48" W for 5.57 feet to the point of beginning.

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20 April

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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