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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Omaha, NE 68154

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ma-40612

CROSS USE EASEMENT

WHEREAS, West Maple Square, L.L.C., a Nebraska limited liability company ("Grantor"), is the owner of the following described real property and improvements thereon:

Lots 1 and 2, Walnut Ridge Hilltop Replat 10, being a replat of Lots 1 thru 5, inclusive, Walnut Ridge Hilltop Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, the Grantor is desirous of granting a reciprocal use easement for the purpose of common parking within the parking areas within the Property, common ingress and egress within the driveway areas within the Property and the common repair and maintenance of the parking areas, driveway areas and landscaped areas within the Property pursuant to the terms hereof, and

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to itself and to all future owners of the Property, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a nonexclusive reciprocal use easement within, over and through the parking areas, driveway areas and landscaped areas within the Property (the "Easement Area"), for the purpose of common and reciprocal parking within the parking areas of the Property, ingress and egress within, over and through the driveway and access areas of the Property and the common repair and maintenance of the parking areas, driveway areas and grass and landscaped areas within the Property.

2. Repair and Maintenance. Each lot owner within the Property shall pay its proportionate share of the repair and maintenance for the parking areas, driveways and landscaped areas within the Property based upon the total number of square feet of net leasable space within such owner's lot in proportion to the total square footage of net leasable space within the Property on an annual basis. In the event any owner fails to pay their proportionate share of the repair and maintenance cost pursuant to this paragraph, then the other owner or owners shall have the right to pay for such repair and maintenance and then collect the sum paid from the owner of that

16 Ret to Box 16

portion of the Property who failed to pay for its proportionate share of the repair and maintenance pursuant to the terms of this Easement.

3. Covenants Running with Land. All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the Grantor and the Grantees.

4. The Grantor hereby represents that it is the owner of the property described herein and has the right to convey this Easement in the manner set forth herein. This Easement shall be binding upon and inure to the benefit of all present and future owners of the Property or any part thereof, and to their respective heirs, successors, representatives, assigns, invitees, lessees and employees. The provisions of this Easement shall be construed pursuant to the laws of the State of Nebraska.

DATED this 26th day of MARCH, 1998.

GRANTOR:

WEST MAPLE SQUARE, L.L.C., a Nebraska limited liability company,

By: [Signature]
Daniel M. Malone, a member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 26 day of March, 1998, by Daniel M. Malone, a member of West Maple Square, L.L.C., a Nebraska limited liability company.

[Signature]
Notary Public

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NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS