EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made and entered into this 25 day of October, 1967, by and between W. D. HOSFORD, JR., and MARY H. HOSFORD, Husband and Wife, KATHRYN H. HAMILTON and FRANK T. HAMILTON, Wife and Husband, all hereinafter jointly referred to as "Owners", and FORD LEASING DEVELOPMENT COMPANY, hereinafter called "Ford".

W I T N E S S E T H :

WHEREAS, Ford has leased certain property described and shown on Exhibit "A" attached hereto and incorporated herein by this reference from H & H Leasing Co., a Nebraska corporation, said leased property hereinafter referred to as "leased premises", and

WHEREAS, Owners are the owners of the real estate adjoining said leased premises on the North, and

WHEREAS, Owners intend to construct a private roadway adjoining the leased premises on the North, said roadway to be located as shown on Exhibit "B" attached hereto and incorporated herein by this reference, hereinafter sometimes referred to as "roadway", and

WHEREAS, Ford desires to obtain rights to use said roadway for ingress and egress to its leased premises.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Owners hereby grant to Ford a non-exclusive easement over and across said roadway for the purpose of ingress and egress only from the leased premises to the frontage road adjoining on the East of the leased premises and for no other purposes whatsoever.

2. The number of driveways or curbcuts, the location thereof and the width, style and design thereof shall be subject to approval of Owners and Ford shall not install any driveways nor make any curbcuts until they shall be approved in writing by Owners.

3. This Easement shall continue in full force and effect so long as Ford, its successors or assigns, or subtenants shall be lawfully in possession of the leased premises, pursuant to a certain Lease Agreement between H & H Leasing Co. and Ford, dated July 29, 1966. Upon expiration or termination of said Lease Agreement, this Easement and Agreement shall automatically terminate and all rights thereunder shall be cancelled and terminated.

4. The Easement herein granted shall be for the benefit and use of Ford, its subtenants lawfully in possession and use of the leased premises, and employees or customers of Ford or such subtenants and for no other persons.

5. Ford hereby agrees that it shall not, in any manner whatsoever, block or obstruct the roadway above referred to and that it will make adequate provisions to insure that the customers or employees or other persons entitled to use said roadway pursuant to this Agreement will not park vehicles on said roadway or use said roadway for any purpose other than ingress and egress to the leased premises as above provided. Ford shall take whatever steps are necessary to assure that automobile transport carriers, trucks or other equipment will not park on any part of said roadway at any time and that said roadway will not be used for loading and unloading of trucks or automobile transport carriers.

If Ford shall default in the performance of any covenant, term or provision of this Agreement, and if such default shall continue and shall not be remedied by Ford within fifteen (15) days after Owners shall have given to Ford and any occupancy tenant of the leased premises a written notice specifying such default and requiring the same to be remedied, or in the case of a default which for causes beyond Ford's control cannot, with due diligence, be cured within a period of fifteen (15) days, if Ford (i) shall not, within fifteen (15) days after receipt of such notice, advise Owners in writing of Ford's intention to duly institute all steps necessary to remedy such situation, (ii) shall not duly institute and thereafter diligently prosecute to completion all steps reasonably necessary to remedy the same, or (iii) shall not remedy the same within a reasonable time after the date of the giving of such notice by Owners, Owners shall have the option to:

(a) Seek and collect damages from Ford for violation of the terms of this Agreement. It is hereby agreed and stipulated that in such event, the damages would be difficult of ascertainment with certainty and, therefore, Owners and Ford hereby agree and stipulate that in such event the damages suffered by Owners will be $500.00 per day for each day, or any part thereof, during which the terms of this Easement and Agreement are violated, or

(b) Obtain and enforce a restraining order and/or temporary or permanent injunction enjoining Ford from blocking said private roadway or from violating the terms of this Easement and Agreement, or

(c) Terminate this Easement and Agreement after ten (10) days written notice to Ford addressed as follows:

Ford Leasing Development Company
The American Road
Dearborn, Michigan 48127
Attention: Americo Realty

6. Ford, at its sole cost and expense, shall sod, landscape and maintain an area not less than five feet in width, adjoining on the South of the paved portion of the roadway, and as indicated and shown in green on Exhibit "B" attached hereto and incorporated herein by this reference. The sodding and landscaping shall be in the manner and as directed by Owners, or their agents, and said strip shall, at all times, be maintained in a neat, clean and orderly condition at Ford's sole cost and expense. Ford shall not place signs or park vehicles on said strip and shall not use said strip for any purpose whatsoever, except the installation of and maintenance of said sod and landscaping. Ford shall make adequate provisions by installing wheel stops or bumper guards to assure that the front or rear bumpers of parked vehicles will not overlap onto said strip.

Ford shall not park vehicles of any type whatsoever within 30 feet of either side of the entrances or exits to the leased premises.

7. Any notice or other communication which either party hereto may desire or be required to give to the other pursuant to the provisions of this Agreement shall be given by registered air mail; provided, however, if Owners desire to give a notice of default to Ford under the provisions of Paragraph 5 of this Agreement, then Owners shall give notice by prepaid telegram followed by notice by registered air mail. Notice to Owners shall be addressed to them at 300 Continental Building, Omaha, Nebraska 68102, Care of Messrs. Fitzgerald, Brown, Leahy, McGill & Strom; notice to any occupancy tenant of the leased premises shall be addressed to occupancy tenant at the leased premises; and notice to Ford shall be addressed to it at The American Road, Dearborn, Michigan, Attention: Americo Realty. Either party may designate a different address by notice given as herein provided. Any notice given by registered air mail or prepaid telegram shall be deemed to have been given, in the case of notice by registered air mail, as aforesaid, 24 hours after the same is deposited as registered matter in the United States mail, and in the case of telegraphic notice, 12 hours after the same is dispatched, as aforesaid.

8. This Agreement shall be binding upon the successors and assigns of Ford and upon the subtenants of Ford, or such other persons as are lawfully entitled to the benefits of this Agreement as provided above. Any violation of the terms and conditions of this Agreement by any of such parties, shall be considered a violation of this Agreement by Ford.

IN WITNESS WHEREOF, the parties hereto have signed this Easement and Agreement this 25 day of October, 1967.

KATHRYN H. HAMILTON and
FRANK T. HAMILTON, JR.,
Wife and Husband

W. D. Hosford, Jr.

By W. D. Hosford, Jr., Attorney in Fact

Mary H. Hosford
Husband and Wife

OWNERS

FORD LEASING DEVELOPMENT COMPANY, a Delaware corporation

ATTEST:

Secretary R. A. TAUB

By C. J. Fellrath
C. J. FELLR ~~President~~ ASSISTANT SECRETARY

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said County, personally came W. D. Hosford, Jr. and Mary H. Hosford, Husband and Wife, known to me to be the identical persons who signed the foregoing Easement and Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 25 day of October, 1967.

Thomas R. Henshaw
Notary Public

My Commission expires on the 6 day of October, 1968.

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

BOOK 455 PAGE 481

Before me, a Notary Public qualified for said County, personally came W. D. Hosford, Jr., Attorney in Fact for Kathryn H. Hamilton and Frank T. Hamilton, Jr., wife and husband, known to me to be the identical person who signed the foregoing Easement and Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Kathryn H. Hamilton and Frank T. Hamilton, Jr., wife and husband.

Witness my hand and notarial seal on the 25 day of October, 1967.

Thomas R. Henshaw
Notary Public

My Commission expires the 6 day of October, 1968.

STATE OF MICHIGAN]
] ss.
COUNTY OF WAYNE]

On this 10th day of November, 1967, before me, the undersigned, a Notary Public in and for said County, personally came C. J. FELLRATH, an Assistant Secretary, ~~President~~ of Ford Leasing Development Company, to me known to be ~~the President~~ an Assistant Secretary and identical person whose name is affixed to the foregoing Easement and Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was affixed thereto by its authority.

Witness my hand and notarial seal the day and year last above written.

Barbara A. Nowak
Notary Public

My Commission expires the ____ day of [illegible] County, Mich. 19__.
My Commission Expires May 17, 1968

BARBARA A. NOWAK NOTARY PUBLIC IN THE COUNTY MICH.

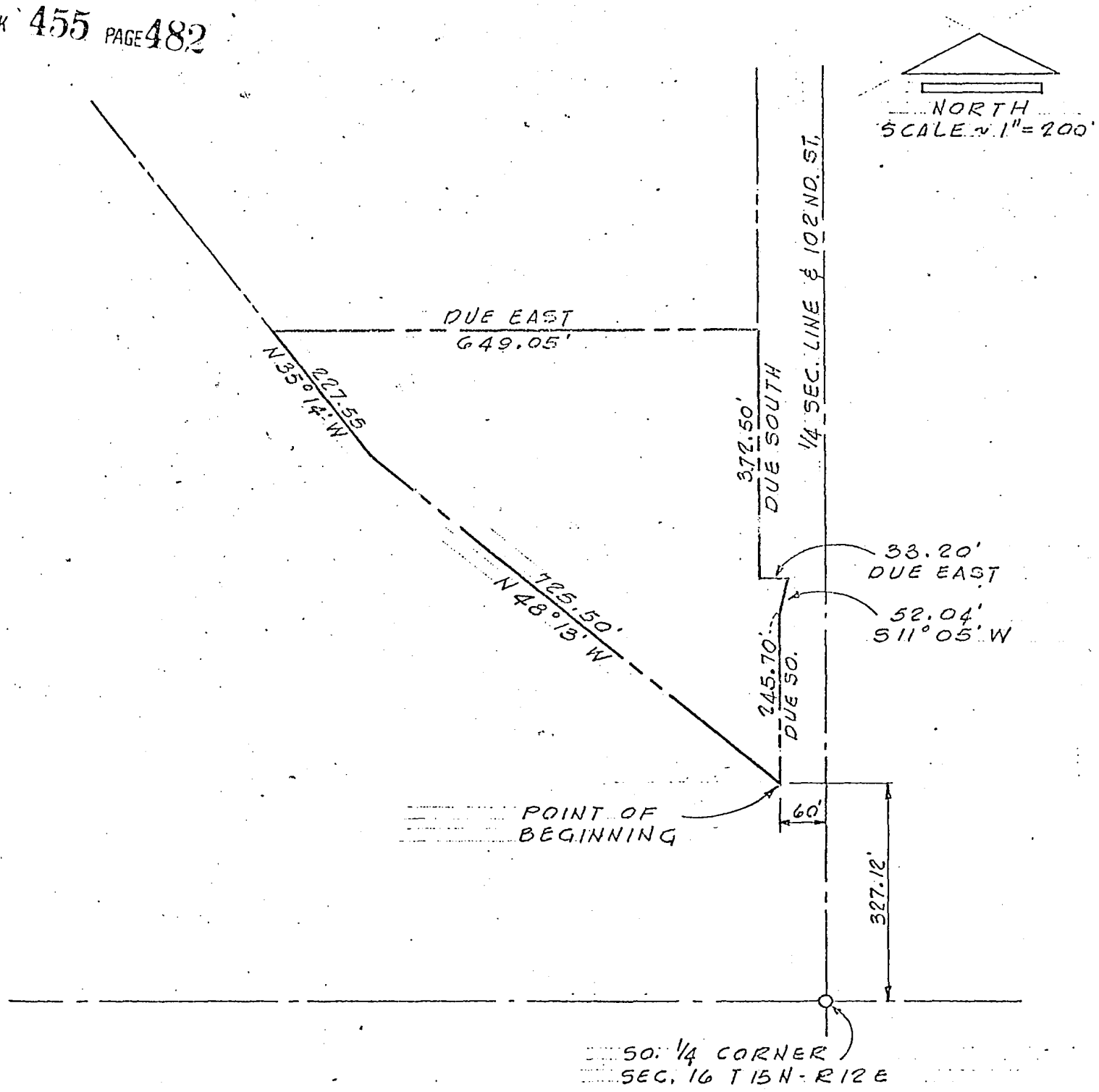

Exhibit "A" - 2 Sheets
Sheet 1 of 2

LEGAL DESCRIPTION

A tract of land located in the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 16, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska whose boundaries are described as follows:

Beginning at a point located 327.12 feet due North and 60.00 feet due West of the South Quarter Corner of said Section 16, which point is on the West right-of-way line of 102nd Street; thence North 48°13' West for a distance of 725.50 feet; thence North 35°14' West for a distance of 227.55'; thence due East for a distance of 649.05'; thence due South for a distance of 372.50 feet; thence due East for a distance of 33.20 feet; thence South 11°05' West along the West right-of-way line of 102nd Street for a distance of 52.04 feet; thence due South for a distance of 245.70 feet to the point of beginning, containing 237,722.08 square feet (5.45 acres) more or less.

In the description, the East line of the Southwest Quarter (SW 1/4) of Section 16, Township 15 North, Range 12 East is assumed to bear due North and South.

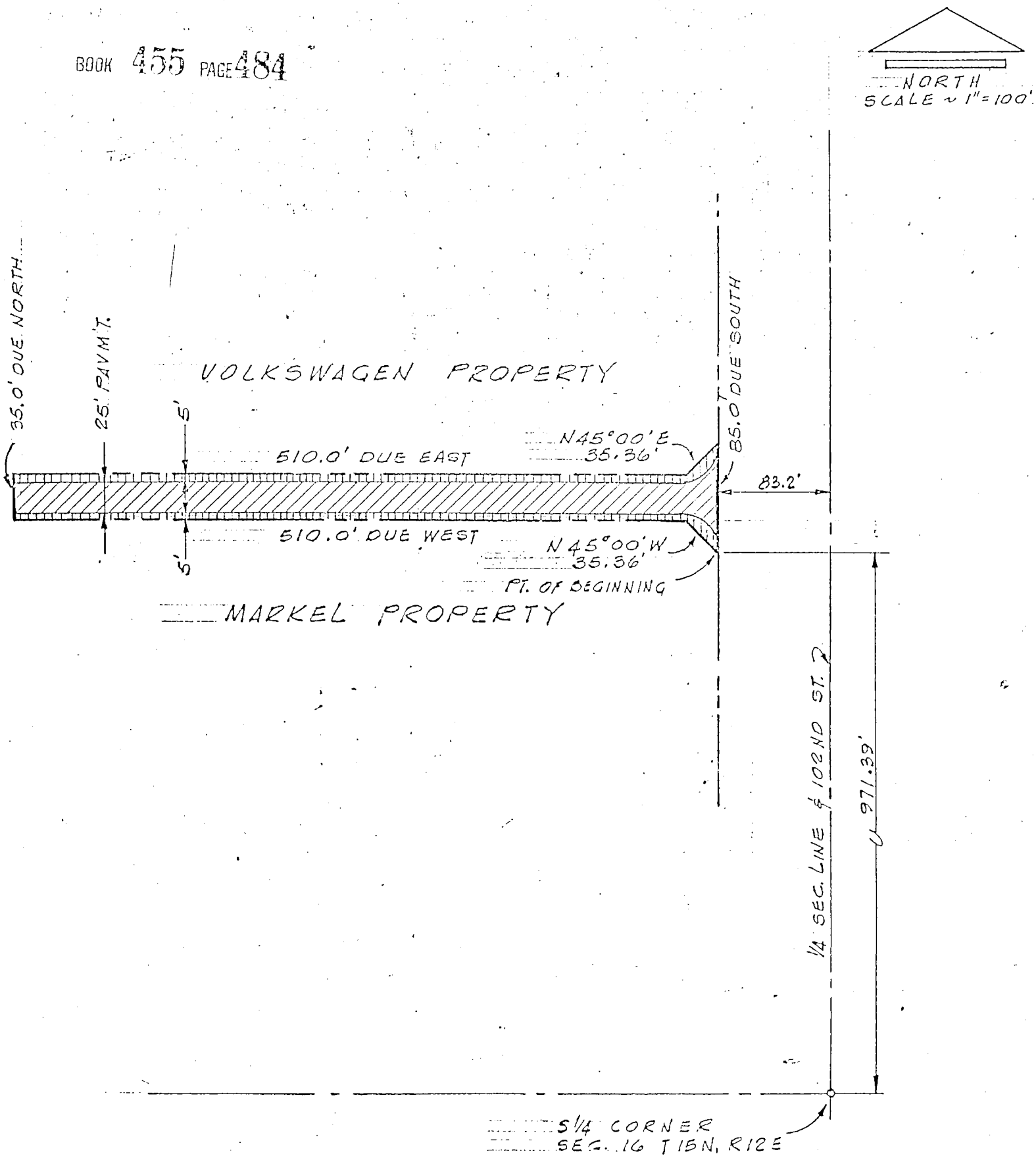

EXHIBIT B
2 SHEETS

LEGAL DESCRIPTION

PRIVATE ROADWAY

A tract of land located in the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 16, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska whose boundaries are described as follows:

Beginning at a point located 971.39 feet due North and 83.2 feet due West of the South Quarter Corner of said Section 16; thence North 45°00' West for a distance of 35.36 feet; thence due West for a distance of 510.0 feet; thence due North for a distance of 35.0 feet; thence due East for a distance of 510.0 feet; thence North 45°00' East for a distance of 35.0 feet; thence due south for a distance of 85.0 feet to the point of beginning, containing 19,350 square feet (0.46 acres) more or less.

In this description, the East line of the Southwest Quarter (SW 1/4) of Section 16, Township 15 North, Range 12 East is assumed to bear due North and South.

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THOMAS J O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 705 of Misc.
Page 477

Bill Cunningham
300 Continental Bldg

G.P.N.P.C.
16-15-12 14 25

16-15-12

BOOK 455 PAGE 486