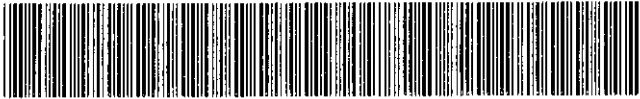




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## PERMANENT DRIVEWAY EASEMENT

This Permanent Driveway Easement is made and entered into this <sup>05 of the</sup> ~~6~~<sup>6</sup> day of February 200~~8~~ by Edwin D. Schoening and Janice L. Schoening, husband and wife ("Grantors") and Vista Properties, L.L.C., a Nebraska limited liability company ("Grantee").

### RECITALS:

WHEREAS, Grantor is the owner of the following described real property:

Lots 1 ("Lot 1") and 2 ("Lot 2"), Pacific Springs Vista Replat 2, being a Replat of Lots 7 and 8, Pacific Springs Vista, a subdivision in Douglas County, Nebraska, and

WHEREAS, Grantor has agreed to convey Lot 2 to the Grantee and reserve unto himself and the owners of Lot 1 and grant to the Grantee and the owners of Lot 2 a permanent driveway easement for the purposes of vehicular and pedestrian ingress and egress to and from Lots 1 and 2 and Marcy Street for the owners of Lots 1 and 2, and their grantees, successors, invitees, and assigns, over the following described real property:

The east 25' of Lot 1, Pacific Springs Vista Replat 2, being a Replat of Lots 7 and 8, Pacific Springs Vista, a subdivision in Douglas County, Nebraska (the "Easement Area"), and

WHEREAS, the Grantor and Grantee also desire by this Permanent Driveway Easement to provide for the construction, maintenance and repair of the driveway, and

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

1. Grant of Easement. Grantor does hereby reserve unto himself and to Lot 1, and grants and conveys to the Grantee and Lot 2, and to the owners of Lots 1 and 2 and to their respective grantees, invitees, successors and assigns, a non-exclusive permanent driveway easement for the purpose of pedestrian and vehicular ingress and egress to and from Lots 1 and 2 and Marcy Street.

2. Construction of the Driveway. Grantee shall construct the driveway within the Easement Area pursuant to the plans and specifications approved in writing by the Grantor and Grantee. The construction of the driveway shall be of a concrete material and comply with all City of Omaha requirements and the requirements of the Pacific Springs Vista covenants recorded against Lots 1 and 2. The driveway will be constructed at Grantee's cost.

3. Repair and Maintenance. Grantee shall be responsible for the cost of the maintenance and repairs to the driveway within the Easement Area until such time that a structure on Lot 1 is completed, except for costs and expenses incurred due to the negligence or willful misconduct of Grantor or Grantor's agents, employees, or invitees and except for damages incurred by Grantor or Grantor's agents, employees and assigns during construction on Lot 1. Upon the issuance of a Certificate of Occupancy for a structure on Lot 1, the cost for the maintenance and repair of the driveway shall be shared equally between the owners of Lots 1 and 2.

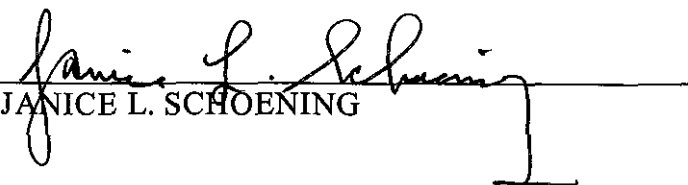
4. Covenants Running with Land. All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the Grantor and the Grantee, and their respective grantees, successors, assigns, representatives and invitees.

5. Representations. 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 Lot 1 and Lot 2, and to their respective grantees, successors, assigns, representatives, customers and invitees. The provisions of this Easement shall be construed pursuant to the laws of the State of Nebraska.

DATED <sup>as of the</sup> this 6th day of February, 2008.

**GRANTORS:**

  
EDWIN D. SCHOENING

  
JANICE L. SCHOENING

**GRANTEE:**

VISTA PROPERTIES, L.L.C., a Nebraska  
Limited liability company

BY: Alden Awerkamp  
Its Manager

STATE OF ARIZONA ]  
COUNTY OF Maricopa ] ss.

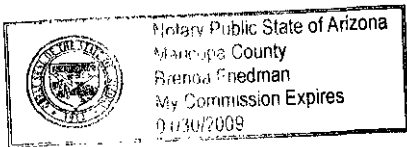
The foregoing instrument was acknowledged before me on the 25<sup>th</sup> day of January, 2008 by Edwin D. Schoening and Janice L. Schoening, husband and wife, Grantors.

D. L. Tyler  
NOTARY PUBLIC

ARIZONA  
STATE OF ~~NEBRASKA~~ ]  
COUNTY OF MARICOPA ] ss.



The foregoing instrument was acknowledged before me on the 4 day of FEBRUARY, 2008, by ALDEN AWERKAMP, the MANAGER of Vista Properties, L.L.C. a Nebraska limited liability company.



Brenda Friedman  
NOTARY PUBLIC