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Dan Galt

REGISTER OF DEEDS

2002 AUG 22 P 2: 25

LANCASTER COUNTY, NE

INST NO 2002

055904

LAKESIDE VILLAGE

BLOCK 100
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CROSS EASEMENT AND MAINTENANCE AGREEMENT

This Cross Easement and Maintenance Agreement ("Agreement") is made this 1st day of August, 2002, by and between Lakeside Village L.L.C., a Nebraska limited liability company, in its own capacity and on behalf of all future owners of Lots One (1) and Two (2), Lakeside Village, Lincoln, Lancaster County, Nebraska (hereinafter "Lakeside Village Owner") and Lakeside Partners L.L.C., a Nebraska limited liability company, on its own behalf and on behalf of all future owners of Lot One (1) and Outlot A, Lakeside Village Second Addition, Lincoln, Lancaster County, Nebraska ("hereinafter "Second Addition Owner") with respect to the following facts:

A. Lakeside Village Owner owns Lot One (1) and Two (2), Lakeside Village, Lincoln, Lancaster County, Nebraska ("Lakeside Village") and Second Addition Owner owns Lot One (1) and Outlot A, Lakeside Village Second Addition, Lincoln, Lancaster County, Nebraska ("Second Addition").

B. Lakeside Village Owner and Second Addition Owner are developing multifamily residential rental properties on Lakeside Village and Second Addition respectively, which will include common parking, recreational, maintenance, office and open areas.

C. Lakeside Village Owner and Second Addition Owner desire to establish cross-easements and maintenance agreements between Lakeside Village and Second Addition.

D. Lakeside Village Owner and Second Addition Owner have established a plan for the improvement and development of Lakeside Village and Second Addition as described herein and by the recorded Special Permit No. 622E, recorded as Instrument Number 2002-32298 in the Office of the Register of Deeds of Lancaster County, Nebraska on May 20, 2002 and plans filed pursuant thereto (collectively "Use Permit"), which are incorporated herein by this reference, as may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lakeside Village Owner and Second Addition Owner agree as follows:

1. Easements. Lakeside Village Owner hereby grants to Second Addition Owner a permanent easement (hereinafter "Ingress/Egress Easement") on and over Lakeside Village roadways, driveways, curb cuts, sidewalks, parking areas and public street access, all as shown on

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the Use Permit, as may be amended from time to time, for the purpose of ingress and egress, traveling across and parking for the use and benefit of Second Addition. Second Addition Owner hereby grants to Lakeside Village Owner a permanent easement (hereinafter "Ingress/Egress Easement") on and over Second Addition roadways, driveways, curb cuts, sidewalks, parking areas and public street access, all as shown on the Use Permit, as may be amended from time to time, for the purpose of ingress and egress, traveling across and parking for the use and benefit of Lakeside Village.

2. Common Elements. Lakeside Village Owner hereby grants to Second Addition Owner a permanent easement (hereinafter "Common Elements Easement") for the shared use, benefit and enjoyment of Common Elements located on Lakeside Village as shown on the Use Permit, as amended from time to time, for the use and benefit of Second Addition. Second Addition Owner hereby grants to Lakeside Village Owner a permanent easement (hereinafter "Common Elements Easement") for the shared use, benefit and enjoyment of Common Elements located on Second Addition as shown on the Use Permit, as amended from time to time, for the use and benefit of Lakeside Village. Common Elements shall include the clubhouse, swimming pool, gazebos, trails and recreational facilities and open areas to be constructed pursuant to the Use Permit, and any similar, related or replacement structures, improvements or areas.

3. Agreement to Grant Additional Easements and the Right for Use and Enjoyment. It is recognized and agreed by Lakeside Village Owner and Second Addition Owner that their mutual cooperation in granting to each other additional rights, licenses and easements to enter and make use of portions of their respective lots may be required in order for any and all the Common Elements Easements and Ingress/Egress Easements to be functional and useful. It is hereby agreed that such additional rights, licenses and easements as may be necessary or reasonable for proper operation of Common Elements Easements and Ingress/Egress Easements shall be granted by each party to the other without additional consideration being required to provide a reasonable and beneficial use to the benefitted property for the intended purposes pursuant to the Use Permit.

4. Further Assurances. Lakeside Village Owner and Second Addition Owner will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, confirmations, instruments or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the parties hereto shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to carry out the intent and purposes of this Agreement.

5. Common Elements. Lakeside Village Owner and Second Addition Owner will jointly maintain, repair, replace, alter, or improve the Common Elements as required on a permanent and continuous basis. Lakeside Village Owner and Second Addition Owner agree that the Common Elements will be maintained, repaired, replaced, altered, or improved in a timely, safe, professional, and high quality fashion similar to the standard and quality as of this date. The expenses for the

Common Element responsibility shall be allocated proportionally to Lakeside Village and Second Addition as follows:

Lakeside Village 5/13
Second Addition 8/13

Failure of either party to pay its proportionate share of expenses related to the Common Elements shall entitle the other party to damages in the amount of such expenses, but shall not affect the rights granted under the respective Common Elements Easements and Ingress/Egress Easements.

6. Binding Effect. These covenants, easements, conditions, reservations and restrictions run with the land and shall be binding on and inure to the benefit of the lot owners and their executors, personal representatives, heirs, successors and assigns as owners of Lakeside Village and/or Second Addition.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date first above written.

LAKESIDE PARTNERS L.L.C., a Nebraska
limited liability company,

By: Concorde Management and Development,
Inc., Manager

By: 
David M. Schmidt, President

LAKESIDE VILLAGE L.L.C., a Nebraska
limited liability company,

By: Lakeside Partners L.L.C., Manager

By: Concorde Management and Development,
Inc., Manager

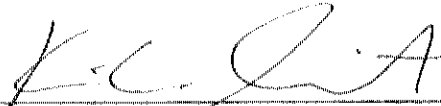
By: 
David M. Schmidt, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19 day of August, 2002, by David M. Schmidt, President of Concorde Management and Development, Inc., Manager of Lakeside Village L.L.C., a Nebraska limited liability company, on behalf of the company.

(SEAL)





Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19 day of August, 2002, by David M. Schmidt, President of Concorde Management and Development, Inc., Manager of Lakeside Partners L.L.C., Manager of Lakeside Village L.L.C., a Nebraska limited liability company, on behalf of the company.

(SEAL)





Notary Public