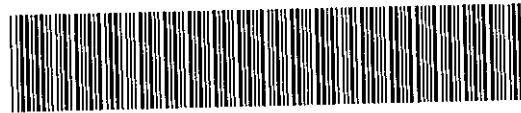




BK 1379 PG 561-564

RICHARD N. TAKEUCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 MAY -1 PM 2:25



MISC 2001 08246

MISC RECEIVED
FEE 10.00 FB 11-2555
BKP _____ C/O _____ COMP _____
DEL _____ SCAN dc FV _____

Space Above This Line For Recording Data

PERMANENT DRIVEWAY EASEMENT

This Permanent Parking Easement is made and entered into this 30 day of April 2001, 2001 by ROLAND F. WAITE (hereinafter "Waite".)

PRELIMINARY STATEMENT

Waite is the present owner of Lots Twenty (20) and Twenty-One (21,) Lakeside Hills, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Waite Property")

Waite desires to establish a permanent ingress and egress access easement to locate a driveway on a portion of Lot Twenty-One (21) of the Waite Property, the specific location of the easement area being shown on Exhibit "A" attached hereto and incorporated herein by this reference. Waite agrees to grant non-exclusive permanent ingress and egress agreement over the property described on Exhibit "A" upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Waite hereby declares as follows:

1. Grant of Easement. Waite grants a non-exclusive permanent easement over and upon the property described on Exhibit "A" (The Driveway Easement) for the purpose of vehicular and pedestrian ingress and egress to and from Lot Twenty-One (20.) The easement is for the benefit of the owner(s) of both Lots Twenty (20) and Twenty-One (21,) their respective tenants, employees, agents, invitees, successors, transferees and assigns. The owner(s) of Lot Twenty (20,) their tenants, employees, agents, invitees, successors, transferees and assigns may use the Driveway Easement for access of ingress and egress to Lot Twenty (20.)
2. Nonobstruction. Waite agrees that the access shall be free and unimpeded through and over the Driveway Easement and that no hedge, fence, wall or similar barrier will be constructed within the Driveway Easement except for: (i) curbing installed and intended to assist reasonably with the traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent dedication to public use. Waite agrees to covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrian on and over the Driveway Easement.

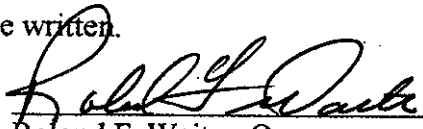
CO 3748
35

3. Repair and Maintenance of the Driveway Easement. Waite as owner of Lot Twenty (20) shall continually keep, repair and maintain the Driveway Easement in good order and repair, at his sole cost and expense. Such repair and maintenance shall include, without limitation, resurfacing, replacement, striping, signing, cleaning and removal of snow and ice. Waite as owner of Lot Twenty-One (21) and his respective successors, transferees and assigns shall be obligated to pay Waite as owner of Lot Twenty (20,) his respective successors, transferees and assigns, one-half of the costs of any such repair and maintenance of the Driveway Easement. Such reimbursement shall be made from time to time promptly upon presentation of appropriate certification of costs and invoices from Waite as owner of Lot Twenty (20.)


4. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication of any portion of the property within the Driveway Easement to the general public or for the benefit of the general public, or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

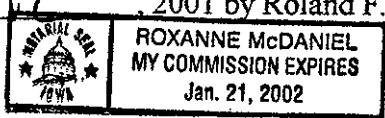
5. Parties Bound Hereunder, Release of Liability. This Agreement and the easements, covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding upon the party hereto, the subsequent owner(s) of Lots Twenty (20) and Twenty-One (21) and each of their respective tenants, invitees, licensees, employees, servants, agents, customers, visitors, heirs, personal representatives, successors, transferees and assigns, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect. It being intended hereby that all the agreements, duties, obligations, and liabilities contained in this Agreement shall be binding on the owner(s) of the lots and any subsequent owner(s) of the lots only as to that owner's period of ownership, and that each such conveying owner(s) shall remain liable after the date of recording of such conveyance only for any liabilities herein, if any, which have arisen or accrued prior to such date of conveyance.

Executed the day and year first above written.


 Roland F. Waite - Owner

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

 The following instrument was acknowledged before me this 30 day of _____, 2001 by Roland F. Waite.



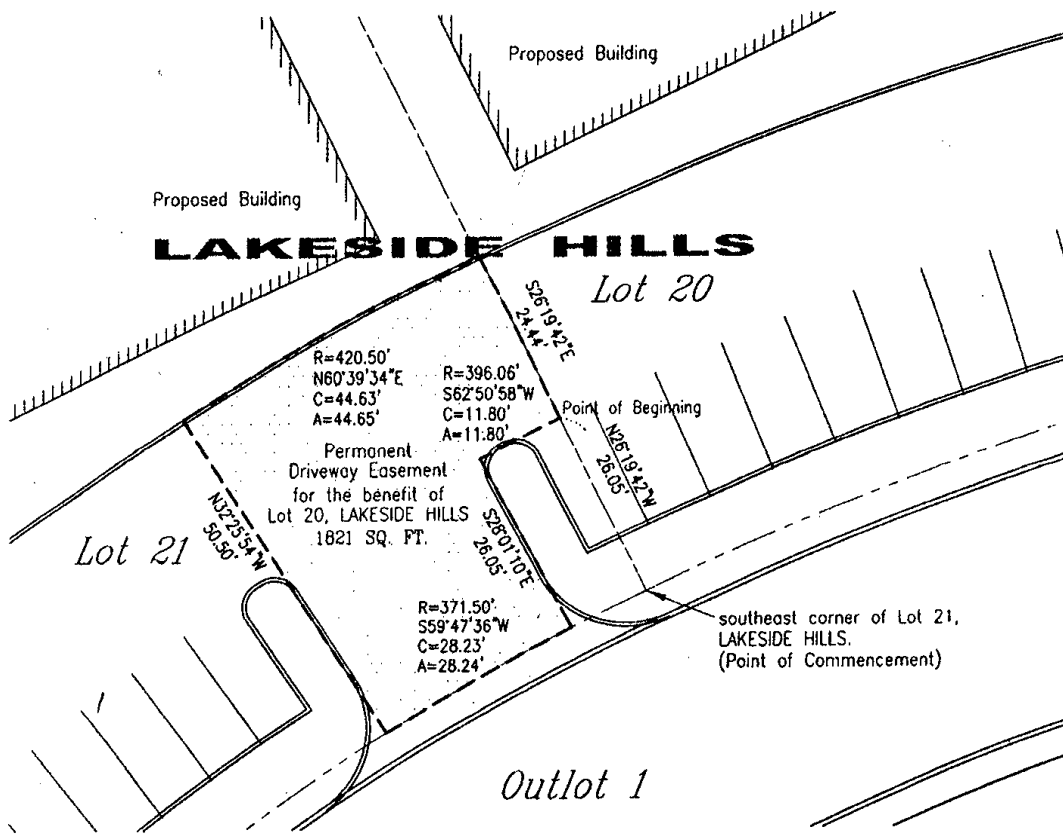
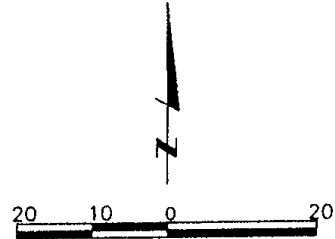

 Notary Public

My Commission Expires _____

LEGAL DESCRIPTION

A permanent driveway easement over that part of Lot 21, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of said Lot 21;
 Thence North 26°19'42" West for 26.05 feet along the east line of said Lot 21 to the TRUE POINT OF BEGINNING;
 Thence along a curve to the left (having a radius of 396.06 feet and a long chord bearing South 62°50'58" West for 11.80 feet) for an arc length of 11.80 feet;
 Thence South 28°01'10" East for 26.05 feet to the south line of said Lot 21;
 Thence along a curve to the left (having a radius of 371.50 feet and a long chord bearing South 59°47'36" West for 28.23 feet) for an arc length of 28.24 feet along said south line;
 Thence North 32°25'54" West for 50.50 feet;
 Thence along a curve to the right (having a radius of 420.50 feet and a long chord bearing North 60°39'34" East for 44.63 feet) for an arc length of 44.65 feet to the east line of said Lot 21;
 Thence South 26°19'42" East for 24.44 feet to the Point of Beginning.
 Contains 1821 square feet.



Lot 21
 00069\DWG\0069exa

Book In House Page Date April 3, 2001 Dwn.By DJB Job Number 00069.00-481



lamp, rynearson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100
 omaha, nebraska 68154 2029

ph 402 496 2498
 fax 402 496 2730

LEGAL DESCRIPTION

A permanent driveway easement over that part of Lot 21, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of said Lot 21;

Thence North 26°19'42" West for 26.05 feet along the east line of said Lot 21 to the TRUE POINT OF BEGINNING;

Thence along a curve to the left (having a radius of 396.06 feet and a long chord bearing South 62°50'58" West for 11.80 feet) for an arc length of 11.80 feet;

Thence South 28°01'10" East for 26.05 feet to the south line of said Lot 21;

Thence along a curve to the left (having a radius of 371.50 feet and a long chord bearing South 59°47'36" West for 28.23 feet) for an arc length of 28.24 feet along said south line;

Thence North 32°25'54" West for 50.50 feet;

Thence along a curve to the right (having a radius of 420.50 feet and a long chord bearing North 60°39'34" East for 44.63 feet) for an arc length of 44.65 feet to the east line of said Lot 21;

Thence South 26°19'42" East for 24.44 feet to the Point of Beginning.

Contains 1821 square feet.