

NON-EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That H-M Nebraska Limited Partnership, by Haley-Makielski Associates, its sole General Partner, its heirs, successors and assigns, hereinafter referred to as Grantor (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Charles E. Lakin of Omaha, Nebraska, and to his successors and assigns and the present and future owners of the following described property hereinafter referred to as Grantee, to wit:

A part of Lot 15, Piersons Subdivision, a subdivision located in the SE 1/4 of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the South-west Corner of said SE 1/4 of Section 15, thence S86 degrees, 29'05"E (assumed bearing), along the South line of said Section 15, a distance of 426.44 feet, thence N04 degrees, 05'26"E, a distance of 249.56 feet to the point of beginning, thence continuing N04 degrees, 05'26"E, a distance of 249.56 feet; thence S86 degrees, 20'58"E, a distance of 223.00 feet to a point on the East line of said Lot 15, Piersons Subdivision; thence S03 degrees 01'57"W along the East line of said Lot 15, Piersons Subdivision, a distance of 249.29 feet; thence N 86 degrees 25'06"W, a distance of 227.60 feet to the Point of Beginning. Said tract of land contains an area of 1.290 acres, more or less,

a non-exclusive easement to be used only for ingress and egress, through, on or over the parcel of land described on Exhibit "A" attached hereto.

To have and to hold unto said Grantee, its or their successors and assigns, together with the right of ingress and egress across said premises for the purpose of constructing or operating a roadway, at the will of the Grantee.

It is further agreed that this non-exclusive easement is perpetual and as follows:

1. That the easement is not an exclusive easement, but is subject to the equal right on the part of the Grantor, its heirs, executors, successors, assigns, licensees and invitees, of ingress and egress over and upon the easement area herein conveyed.
2. That no building, improvements, or other structures, which would hinder the use and purpose granted herein, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns, without the express written approval of the Grantee, or by Grantee, its successors and assigns without the express written approval of Grantor.
3. That Grantor is responsible for the maintenance of the herein described easement area. In addition to the expense referred to in paragraph 4 hereof, the parties hereto agree to share equally the costs of maintaining the herein described easement area, including, but not limited to, asphalt

repair, snow removal and general maintenance and Grantee expressly agrees to pay within thirty days of receipt all invoices for such delivered by Grantor. Failure to pay any such invoice will result in termination of the herein granted easement, unless notice of controversy regarding said invoice is delivered via certified mail to Grantor at 9015 Woodyard Road, Suite 111, Clinton, Maryland, 20735 or at such other address, written notice of which Grantor must give to Grantee. The parties hereto agree that no sums will be due pursuant to Paragraph 3 hereof, until Grantee installs the improvements in said easement area for the purposes set out herein.

4. That Grantee will replace or rebuild at its or their expense in a manner satisfactory to Grantor any and all damages caused by Grantee exercising its right of installing improvements in said easement area for the purposes set forth herein, including but not limited to damage to asphalt and trees. If said trees cannot be relocated on the property owned by Grantor for use by Grantor, the maximum damages allotted will be \$100.00 per tree.

5. This easement is also for the benefit of any contractor, agent, employee or representative of Grantee performing construction within the easement and for licensees and invitees of Grantee and its or their successors and assigns.

6. That said Grantor for itself and its successors and assigns does confirm with the said Grantee and their assigns, that the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid. This easement runs with the land.

7. That said Grantor expressly retains the right of ownership, use and access to the premises affected by the herein contained easement.

8. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings between the Grantor and Grantee or its agents.

IN WITNESS WHEREOF said Grantor has hereunder set its hand this 13th day of December 1983.

H-M Nebraska Limited Partnership,
by Haley-Makielski Associates, its
Sole General Partner



By: Dennis J. Makielski
Partner



By: John E. Haley
Partner

State of Maryland
County of Prince George's

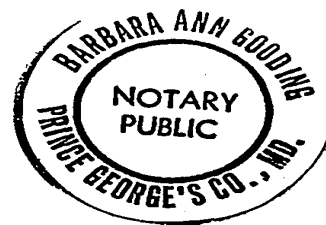
On this 13th day of December, 1983, before me, the undersigned, a Notary Public commissioned and qualified in said county and state personally appeared Dennis J. Makielski and John E. Haley, individually and as partners of Haley-Makielski Associates, General Partner of H-M Nebraska Limited Partnership, individuals to me known to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the partnership for the purposes therein contained.

Witness my hand and Notarial Seal the date and year last above written.


Notary Public

My Commission expires:

BARBARA ANN GOODING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986



CHARLES E. LAKIN

Charles E. Lakin III
By: Charles E. Lakin III

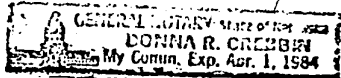
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 13th day of December, 1983, before me the undersigned, a Notary Public in and for said County, personally came CHARLES E. LAKIN, BY CHARLES E. LAKIN III, to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said person voluntarily done and executed.

My Commission Expires:

April 1, 1984

Donna R. Crebbin
Notary Public

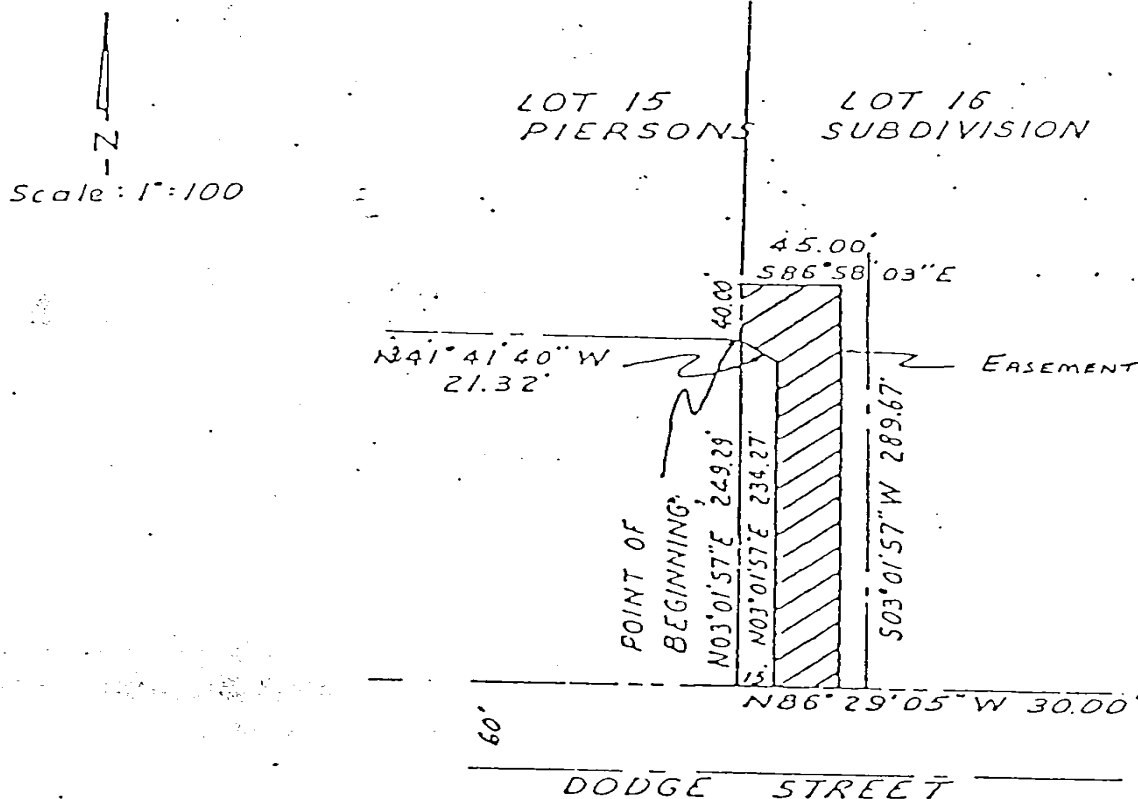


EASEMENT

An Easement located in Lot 16, Pierson's Subdivision, a subdivision located in the SE 1/4 of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West line of said Lot 16, Pierson's Subdivision, and the North right-of-way line of Dodge Street; thence N03°01'57"E (assumed bearing), along said West line of Lot 16, Pierson's Subdivision, a distance of 249.29 feet to the Point of Beginning; thence continuing N03°01'57"E, along said West line of Lot 16, Pierson's Subdivision, a distance of 40.00 feet; thence S86°58'03"E, a distance of 45.00 feet; thence S03°01'57"W, a distance of 289.67 feet to a point on said North right-of-way line of Dodge Street; thence N86°29'05"W, along said North right-of-way line of Dodge Street, a distance of 30.00 feet; thence N03°01'57"E, a distance of 234.27 feet; thence N41°41'40"W, a distance of 21.32 feet to the Point of Beginning.

#82704
2-4-83



ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

EXHIBIT "A"

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1983 DEC 13 PH 2:17

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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