

EASEMENT AGREEMENT

This Easement is granted by The Catholic Archbishop of Omaha, a non-profit corporation, (hereinafter referred to as the "Owner," to Linden Park Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association").

Preliminary Statement

Owner is the owner of the property situated in the southeast corner of Lot 123, Linden Park, a subdivision located in the North Half of the Northeast Quarter of Section 13, Township 15 North, Range 11 East, Douglas County, Nebraska which is described under the Easement Descriptions on Exhibit A, attached hereto (hereinafter referred to as the "Easement Property").

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the Owner hereby grants to the Association the permanent and exclusive right and easement to use and maintain the Easement Property for an entrance to the Linden Park Subdivision. Without limiting the rights and easement granted to the Association, the Association may regrade, landscape, plant, or rock all or any part of the Easement Property, and/or construct, install, repair, maintain, remove and replace signs, fences, curbs, structures, lights, trees, shrubs and other improvements on the Easement Property.

Owner shall not in any manner hinder or obstruct the use of the Easement Property by the Association pursuant to this Easement Agreement, and Owner shall not plant any trees or shrubbery or install any fence or other improvement on or along the south and east perimeters of the Easement Property, without the consent of the Association.

The Association shall maintain and repair the Easement Property in a reasonably neat and orderly condition, and in good repair during the term of the Easement Agreement.

All rights and easements granted by this Agreement shall run with the land perpetually until the occurrence of any of the following, at which time the rights and easements granted by this Agreement shall fully and finally terminate:

(i) the liquidation or dissolution of the Association;

(ii) the failure of the Association to place and maintain the Easement Property in neat and orderly condition and good repair within 90 days following written notice to the Association from the Owner; and

(iii) the written agreement of the Association.

Upon termination of the right and easement granted by this Easement Agreement, the Association shall remove any and all signs, fences, structures and other improvements from the Easement Property, and shall level and seed the Easement Property.

IN WITNESS WHEREOF, Owner and Association have executed this Easement Agreement on the 6th day of December, 1984.

THE CATHOLIC ARCHDIOCESE OF OMAHA,
a Nebraska not-for-profit
corporation

By David E. Fuchan
President

LINDEN PARK HOMEOWNERS ASSOCIATION,
a Nebraska not-for-profit
corporation

By John R. Maerner
President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

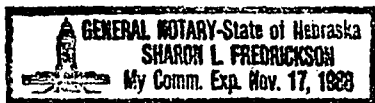
The foregoing instrument was acknowledged before me this 6th day of December, 1984, by David E. Fuchan, President of The Catholic Archdiocese of Omaha, a Nebraska corporation, on behalf of the corporation.



William J. Hotz
Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21st day of December, 1984, by John R. Maerner, President of Linden Park Homeowners Association, a Nebraska corporation, on behalf of the corporation.



Sharon L. Fredrickson
Notary Public

TRACT NO. _____

PROJECT _____

LEGAL OWNER _____

TRACT DESCRIPTION:

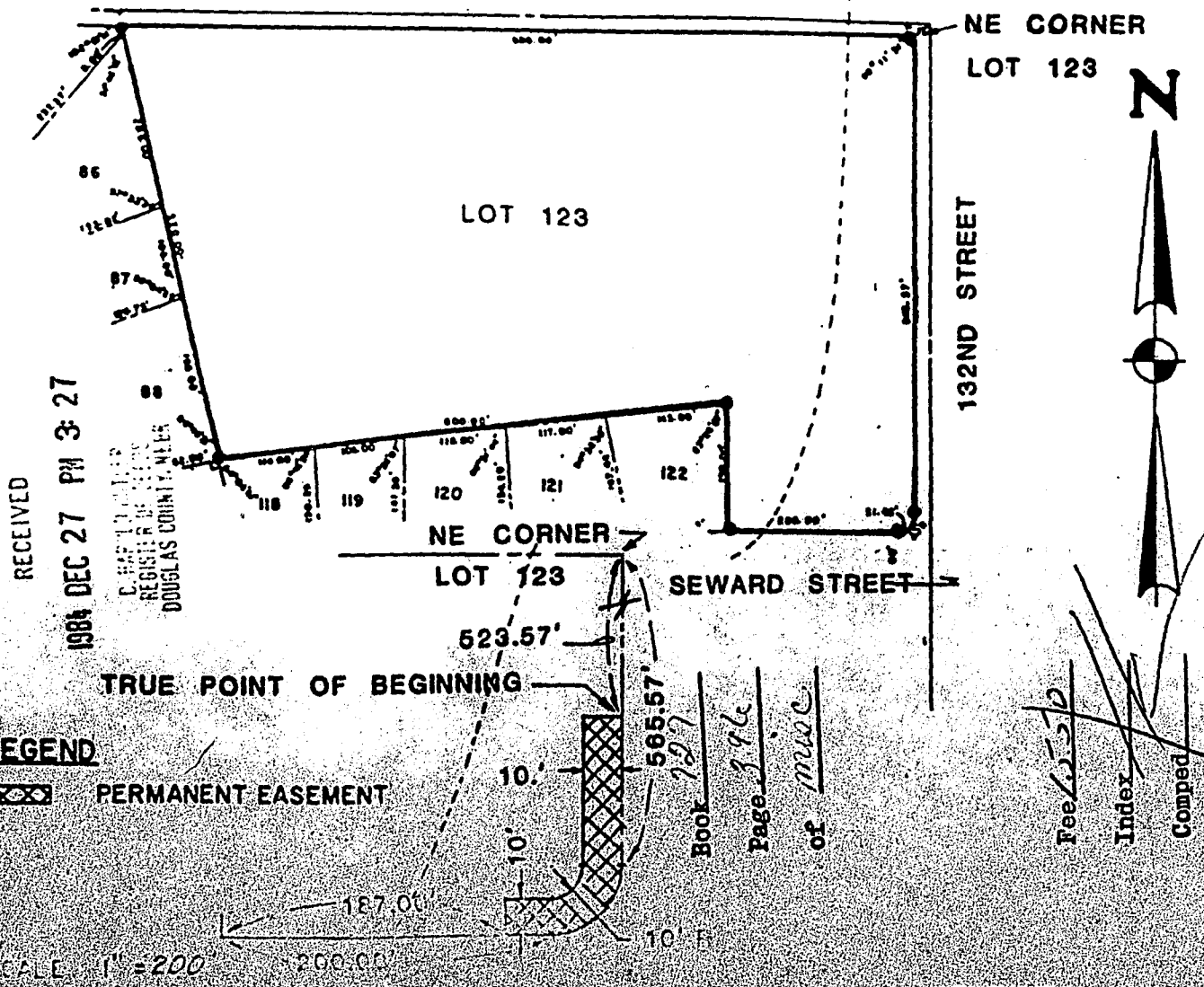
Lot 123, Linden Park, a subdivision located in the North Half (N 1/2) of the Northeast quarter (NE 1/4) of Section 13, Township 15 North, Range 11 East, Douglas County, Nebraska.

EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT:

Commencing of the Northeast corner of said Lot 123; thence Southerly, along the Easterly property line of said Lot 123, a distance of 523.57 feet to the true point of beginning; thence Southerly, continuing along said Easterly property line of Lot 123, a distance of 42.00 feet to a point of curve; thence Southwesterly on a curve to the right, along said Easterly property line of Lot 123, said curve having a radius of 20.00 feet, a central angle of 90° and an arc length of 31.42 feet to a point of tangency, said point being on the Southerly property line of said Lot 1; thence Westerly, along said Southerly property line, a distance of 13.00 feet to a point; thence Northerly a distance of 10.00 feet to a point; thence Easterly, along a line parallel to the Southerly property line of said Lot 123, a distance of 13.00 feet to a point of curve; thence Northeasterly on a curve to the left, said curve having a radius of 10.00 feet, a central angle of 90° and an arc length of 15.71 feet to a point of tangency; thence Northerly, along a line parallel to the Easterly property line of said Lot 123, a distance of 42.00 feet to a point; thence Easterly a distance of 10.00 feet to the true point of beginning.

BLONDO STREET



RECEIVED
1984 DEC 27 PM 3:27
CLARENCE J. HARRIS
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Comped
Book *727*
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N *89-365*

LEGEND

PERMANENT EASEMENT

SCALE 1" = 200'