




MISC 2006144720



DEC 21 2006 15:42 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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FEE 37.⁰⁰ FB M1-00506 (*Rep 4*)
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RECIPROCAL EASEMENT AGREEMENT

This agreement made and entered into this 25 day of December, 2006, by and between Primacy Property Leasing Omaha, L.L.C., Twenty Five D, L.L.C., Twenty Five B, L.L.C. and Twenty Five A, L.L.C.

RECITALS

1. The parties are the owners of the Real Estate described in Exhibit A attached hereto.
2. The parties desire to enter into this agreement whereby (a) each party will have an easement over portions of Tracts I, II, III and IV for the purposes of vehicular and pedestrian ingress and egress all under the terms and conditions set forth below and (b) the parties will create and/or reaffirm the utility easements reserved in the Plat of the Altech Business Park along the common lot lines of the Tracts for installation and maintenance of utilities and (c) the parties will create an easement for the existing concrete trash receptacle pad between Tracts I and II as shown in Exhibit B.

Now, therefore, in consideration of the premises and for other good and valuable consideration, receipt of which is acknowledged the parties agree as follows:

1. Each Tract, for the benefit of its owner and their tenants and invitees, shall have a perpetual non-exclusive Easement over the driveways on each of the other Tracts as shown in Exhibit B for vehicular and pedestrian ingress and egress from each Tract to and from the other Tracts and to and from 147th Street and 148th Street at the curbcuts shown in Exhibit B.
2. Each Party further grants to each other party the right to connect driveways and parking areas on the respective Tracts as shown in Exhibit B. Each Party ratifies and confirms all existing connections as shown in Exhibit B.
3. The easement rights granted herein are for the purpose of ingress and egress rights only. Nothing contained herein shall create cross parking rights on the respective Tracts.
4. Each party shall bear the cost of maintaining the driveways and parking areas on its respective Tract (specifically including, but not limited to snow removal) in such manner that use of the Easements for the purposes stated herein are not interfered with.
5. The parties acknowledge that the easements for utilities as reserved in the plat of Altech Business Park for side lot lines shall apply fully with respect to the common lot lines between the

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Tracts as if fully set forth herein.

6. Neither party will make or permit any use of which would interfere with the Easements or rights granted herein, including, but not limited to construction or reconstruction of any buildings or other improvements. If any driveway on any of the respective tracts is altered or relocated as a result of any construction or reconstruction, it shall be done in such manner as to connect with the driveways on the other tracts so as to maintain pedestrian and vehicular ingress and egress as provided herein.

7. Primacy and Twenty Five D, L.L.C. create reciprocal easements for the location of the concrete trash enclosure between Tracts I and II at the location shown in Exhibit B. Such easement shall continue to exist for as long as the parties or their successors maintain the common usage of such receptacle and the owners of each tract shall contribute equally to the expense of the trash receptacle.

8. Tracts I and II, for the benefit of their respective owners and their tenants and invitees shall have an easement for the common usage of the shared courtyard as shown in Exhibit B. The owners of Tracts I and II shall share maintenance expenses of the courtyard equally. Tracts III and IV, for the benefit of their respective owners and their tenants and invitees shall have an easement for the common usage of the shared courtyard as shown in Exhibit B. The owners of Tracts III and IV shall share maintenance expenses of the courtyard equally. The owner of Tracts II and IV shall provide for the maintenance of the shared courtyards and shall be entitled to reimbursement for all reasonable expenses from the owners of Tracts I and III.


9. The Easements granted herein shall be perpetual and shall run with the land and title to Tracts I, II, III and IV and shall bind and be for the benefit of the parties and their successors in interest with respect to Tracts I, II, III and IV.

10. This Reciprocal Easement replaces the Easement recorded as of June 29, 2004 as Instrument No. 2004-085445 with the Register of Deeds of Douglas County, NE which Easement is herewith released.

11. This Agreement shall be construed in accordance with the laws of the State of Nebraska and shall not be amended or modified except in writing executed by the parties or their successors in interest.

Primacy Property Leasing Omaha, L.L.C.

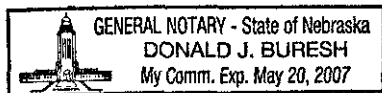
By:



Mike Thall, Its Manager

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of December, 2006,
by Ted V. Grace, Manager of Twenty Five B, L.L.C.

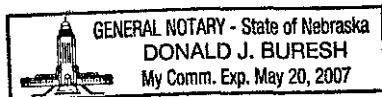




Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of December, 2006,
by Ted V. Grace, Manager of Twenty Five A, L.L.C.





Notary Public

EXHIBIT "A"

Tract I	Primacy Property Leasing Omaha, L.L.C.	Lot 1, Altech Business Park, Replat 4, a Subdivision in Douglas County, Nebraska.
Tract II	Twenty Five D, L.L.C.	Lot 2, Altech Business Park, Replat 4, a Subdivision in Douglas County, Nebraska.
Tract III	Twenty Five B, L.L.C.	Lot 1, Altech Business Park, Replat 1, a Subdivision in Douglas County, Nebraska.
Tract IV	Twenty Five A, L.L.C.	Lot 2, Altech Business Park, Replat 1, a Subdivision in Douglas County, Nebraska

EXHIBIT B

