



MISC 2013109254



OCT 29 2013 17:13 P 13

Fee amount: 82.00  
FB: 01-60000  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/29/2013 17:13:55.00



2013109254

Upon Recording Return to:  
Rich Rosenblatt  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102-2186

### TEMPORARY CROSS ACCESS EASEMENT AGREEMENT

**THIS TEMPORARY CROSS ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 23 day of October, 2013 by and among **JASPER STONE LAND OPPORTUNITY II LLC**, a Delaware limited liability company, and **H1927a, LLC**, a Nebraska limited liability company, as tenants in common (collectively, "**A Owner**"), **FOUNTAIN WEST OFFICE PARK, LLC**, a Nebraska limited liability company ("**B Owner**") and **JASPER STONE LAND OPPORTUNITY II LLC**, a Delaware limited liability company, and **H1927c, LLC**, a Nebraska limited liability company, as tenants in common (collectively, "**C Owner**").

### PRELIMINARY STATEMENTS

A Owner(s) are tenants in common and each are owners of an undivided one-half interest in that certain real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "**Parcel A**"). B Owner is the owner of that certain real property legally described in Exhibit B attached hereto and incorporated herein by this reference (the "**Parcel B**"). C Owner(s) are tenants in common and each are owners of an undivided one-half interest in that certain real property legally described in Exhibit C attached hereto and incorporated herein by this reference (the "**Parcel C**"). Parcels A, B and C are collectively referred to herein as the "**Overall Parcels**". The Overall Parcels include the real property generally depicted as "Burke Street" in Exhibit D attached hereto and incorporated herein by this reference (the "**Easement Parcel**"), which Easement Parcel the parties intend to dedicate to the City of Omaha (the "**City**") as Burke Street upon the City's approval of a proposed final plat (the "**Final Plat**") of the Overall Parcels which dedicates the Easement Parcel to the general public as road right-of-way. The parties desire to grant to each other, their heirs, successors and assigns, a temporary easement to cross those portions of the Easement Parcel situated upon their respective parcels for vehicular access, which easement shall terminate on the date that the Final Plat duly approved by the City is recorded of record.

NOW, THEREFORE, in consideration of the preliminary statements above, and other good and valuable consideration, the parties hereby agree as follows and grant and convey the interests described below:

**Section 1. Grant of Temporary Cross Access Easements; Termination.** Subject to matters of record, each party, as grantor, does hereby grant to the other parties, as grantees, for the benefit of such grantees' heirs, successors, assigns, agents, licensees and invitees, a temporary, nonexclusive easement (the "**Easement**") for vehicular ingress and egress across and over the Easement Parcel situated upon each party's respective parcel. This Agreement, the Easement and all interests created thereby shall terminate without need of any additional release on the date that the Final Plat (the "**Plat**") duly approved by the City is recorded of record in Douglas County, Nebraska.

**Section 2. Use and Maintenance.** Upon 10 days prior written notice to the other parties, any party may, at its sole cost and expense, enter upon and subject to securing any required approvals from the City of Omaha or other governmental authorities having jurisdiction, construct temporary or permanent roadway improvements upon those portions of the Easement Parcel situated upon the other parties' parcels. In the event a party exercises such right to construct roadway improvements, such party hereby agrees to indemnify and hold harmless the other owners of portions of the Easement Parcel from any loss, damage or expense associated with the construction or maintenance of such roadway improvements. Notwithstanding each party's option to construct temporary or permanent roadway improvements at its own expense as set forth above, the parties intend that upon filing of the Plat and inclusion of the Overall Parcels in the boundaries of sanitary improvement district(s) (collectively, the "**SIDs**"), that a permanent public right-of-way providing ingress and egress between the Overall Parcels and 192<sup>nd</sup> Street will be constructed in accordance with the Plat and approved subdivision agreement(s) and financed by the SIDs and/or the owners of the Overall Parcels as provided in the subdivision agreement(s).

**Section 3. Non-Exclusive Easement.** The easements and other rights granted herein are not exclusive, and each party hereby reserves unto itself and to the other present and future owners of its portion of the Easement Parcel the right to utilize its portion of the Easement Parcel for such purposes as do not unreasonably interfere with the easements and other rights granted herein.

**Section 4. Run With the Land.** The easements and rights granted under the terms of this Agreement shall be appurtenant to and run with Overall Property subject to termination as set forth above, and shall be binding upon all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

**Section 5. No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Parcel or any portion thereof to the general public or for any public use or purpose whatsoever. Nothing herein contained is intended to commit any party hereto to any specific scheme of development or to create a partnership, joint venture or similar arrangement between the parties hereto.

**Section 6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 7. Counterparts.** This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

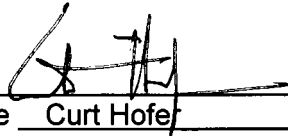
IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

**PARCEL A OWNER:**

**JASPER STONE LAND OPPORTUNITY II LLC**, a Delaware limited liability company

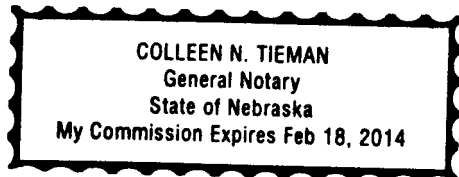
By: **JASPER STONE PROPERTIES LLC**, a Delaware limited liability company, Manager, Jasper Stone Land Opportunity II LLC

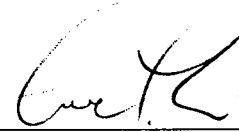
By: **JASPER STONE PARTNERS LLC**, a Delaware limited liability company, Manager, Jasper Stone Properties LLC

By   
Name Curt Hofer  
Its: Manager

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this 24 day of October, 2013 by Curt Hofer, Manager of Jasper Stone Partners LLC which is Manager of Jasper Stone Properties LLC which is Manager of Jasper Stone Land Opportunity II LLC, a Delaware limited liability company, on behalf of the limited liability company.



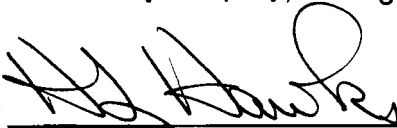
  
Notary Public  
My commission expires:  
Feb. 18, 2014

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

**PARCEL A OWNER:**

**H1927a, LLC**, a Nebraska limited liability company

By: **HAWKS MANAGEMENT, LLC** A Nebraska Limited Liability Company, Manager

By   
Howard L. Hawks  
Sole Member

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 23 day of October, 2013 by Howard L. Hawks, Sole Member of Hawks Management, LLC A Nebraska Limited Liability Company, Manager of H1927a, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



  
Notary Public  
My commission expires:

\_\_\_\_\_


IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

**PARCEL B OWNER:**

**FOUNTAIN WEST OFFICE PARK, LLC,** a  
Nebraska limited liability company

By: RRDK LLC, an Iowa limited liability company, Manager

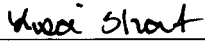
By: PMR Realty Group, LLC, an Iowa limited liability company, Managing Member

By   
Steven K. Gaer  
Manager

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2013 by Steven K. Gaer, Manager of PMR Realty Group, LLC, an Iowa limited liability company, Managing Member of RRDK LLC, an Iowa limited liability company, Manager of Fountain West Office Park, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



  
Notary Public  
My commission expires:  
1/29/16

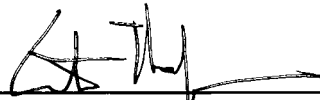
IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

**PARCEL C OWNER:**

**JASPER STONE LAND OPPORTUNITY II LLC**, a Delaware limited liability company

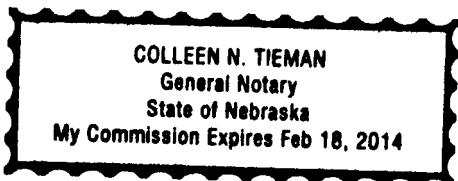
By: **JASPER STONE PROPERTIES LLC**, a Delaware limited liability company, Manager, Jasper Stone Land Opportunity II LLC


By: **JASPER STONE PARTNERS LLC**, a Delaware limited liability company, Manager, Jasper Stone Properties LLC

By   
Name Curt Hofer  
Its: Manager

STATE OF NEBRASKA                     )  
  ) ss.  
COUNTY OF DOUGLAS                 )

The foregoing instrument was acknowledged before me this 24 day of October, 2013 by Curt Hofer, Manager of Jasper Stone Partners LLC which is Manager of Jasper Stone Properties LLC which is Manager of Jasper Stone Land Opportunity II LLC, a Delaware limited liability company, on behalf of the limited liability company.




  
Notary Public  
My commission expires:  
2-18-14

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

**PARCEL C OWNER:**

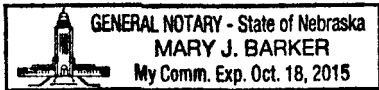
**H1927c, LLC**, a Nebraska limited liability company

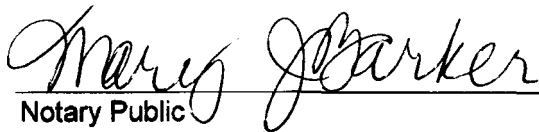
By: **HAWKS MANAGEMENT, LLC** A Nebraska Limited Liability Company, Manager

By   
Howard L. Hawks  
Sole Member

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this 23 day of October, 2013 by Howard L. Hawks, Sole Member of Hawks Management, LLC A Nebraska Limited Liability Company, Manager of H1927c, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



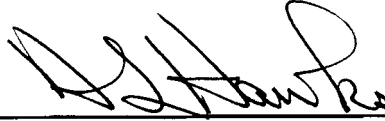
  
Notary Public  
My commission expires:

\_\_\_\_\_



**MORTGAGEE'S CONSENT**

The undersigned mortgagee hereby consents to the creation of the easements and other rights created by the foregoing instrument respecting the parcels of land described therein and further agrees that the same shall not be terminated upon any foreclosure of any parcel of land encumbered by said instrument.



Howard L. Hawks

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 23 day of October, 2013 by Howard L. Hawks.



Notary Public

My commission expires:



**EXHIBIT A**

**PARCEL A LEGAL DESCRIPTION**

LEGAL DESCRIPTION

PARCEL "A"

\*  
A PARCEL OF LAND BEING PART OF THE NW1/4 OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 517, THE GROVE, A SUBDIVISION LOCATED IN SAID SECTION 20, AND ALSO THE NORTHWEST CORNER OF LOT 446, SAID THE GROVE, AND ALSO THE NORTHEAST CORNER OF LOT 333, SAID THE GROVE; THENCE S87°13'00"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 20, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 333, THE GROVE AND ALSO THE NORTH RIGHT-OF-WAY LINE OF 187TH STREET, AND ALSO THE NORTH LINE OF LOT 332, SAID THE GROVE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 1455.41 FEET; THENCE N03°01'20"W, A DISTANCE OF 769.03 FEET; THENCE S86°59'40"W, A DISTANCE OF 1136.27 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE 192ND STREET; THENCE N03°01'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 192ND STREET, A DISTANCE OF 534.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N03°01'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 192ND STREET A DISTANCE OF 373.96 FEET THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE 192ND STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST DODGE ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WEST DODGE ROAD ON THE FOLLOWING SIX (6) DESCRIBED COURSES: N53°23'52"E, A DISTANCE OF 8.90 FEET; THENCE N02°55'12"W, A DISTANCE OF 426.51 FEET; THENCE N13°01'31"E, A DISTANCE OF 119.42 FEET, THENCE N60°24'47"E, A DISTANCE OF 145.84 FEET; THENCE N82°01'45"E, A DISTANCE OF 362.38 FEET; THENCE N72°17'32"E, A DISTANCE OF 608.26 FEET; THENCE S03°01'41"E, A DISTANCE OF 1230.72 FEET; THENCE S86°58'19"W, A DISTANCE OF 397.05 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1250.00 FEET, A DISTANCE OF 289.32 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N86°23'51"W, A DISTANCE OF 288.68 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, A DISTANCE OF 231.46 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS N86°23'51"W, A DISTANCE OF 230.94 FEET; THENCE S86°58'19"W, A DISTANCE OF 207.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1,200,834 SQUARE FEET OR 27.567 ACRES, MORE OR LESS.

FINAL DESCRIPTION, AS OF OCTOBER 21, 2013

\* nw 1/4 - nw 1/4  
ne 1/4 - nw 1/4  
se 1/4 - nw 1/4  
sw 1/4 - nw 1/4

**EXHIBIT B**

**PARCEL B LEGAL DESCRIPTION**

LEGAL DESCRIPTION

PARCEL "B"

\*  
A PARCEL OF LAND BEING PART OF THE NW1/4 OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 517, THE GROVE, A SUBDIVISION LOCATED IN SAID SECTION 20, AND ALSO THE NORTHWEST CORNER OF LOT 446, SAID THE GROVE, AND ALSO THE NORTHEAST CORNER OF LOT 333, SAID THE GROVE; THENCE N02°55'47"W ALONG THE EAST LINE OF SAID NW1/4 OF SECTION 20, SAID LINE ALSO BEING THE WEST LINE OF LOTS 517 THRU 512, AND OUTLOT "FF" SAID THE GROVE, AND ALSO THE WEST RIGHT-OF-WAY LINE OF FARNAM STREET, AND ALSO THE WEST LINE OF LOT 24, WEST DODGE HILLS, A SUBDIVISION LOCATED IN SAID SECTION 20, A DISTANCE OF 1215.09 FEET TO THE POINT OF BEGINNING; THENCE S86°58'19"W, A DISTANCE OF 333.90 FEET; THENCE N03°01'41"W, A DISTANCE OF 35.00 FEET; THENCE S86°58'19"W, A DISTANCE OF 1138.55 FEET; THENCE N03°01'41"W, A DISTANCE OF 1230.72 FEET TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST DODGE ROAD; THENCE ALONG THE FOLLOWING SEVEN (7) DESCRIBED COURSES, THENCE N72°17'32"E, A DISTANCE OF 155.72 FEET; THENCE S88°22'40"E, A DISTANCE OF 1069.42 FEET; THENCE N73°11'14"E, A DISTANCE OF 135.27 FEET; N02°46'36"W, A DISTANCE OF 16.40 FEET; THENCE N87°13'24"E, A DISTANCE OF 59.05 FEET; THENCE S02°46'36"E, A DISTANCE OF 16.40 FEET; THENCE S87°45'34"E, A DISTANCE OF 67.92 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, WEST DODGE HILLS REPLAT 1, A SUBDIVISION LOCATED IN SAID SECTION 20; THENCE S02°55'47"E ALONG SAID EAST OF THE NW1/4 OF SECTION 20, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, WEST DODGE HILLS REPLAT 1, AND ALSO THE WEST RIGHT-OF-WAY LINE OF CAPITAL AVENUE, AND ALSO SAID WEST LINE OF LOT 24, WEST DODGE HILLS, A DISTANCE OF 1244.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1,818,812 SQUARE FEET OR 41.754 ACRES, MORE OR LESS.

*FINAL DESCRIPTION AS OF OCTOBER 21, 2013*

\* nw 1/4 - nw 1/4  
ne 1/4 - nw 1/4  
sw 1/4 - nw 1/4  
se 1/4 - nw 1/4

**EXHIBIT C**

**PARCEL C LEGAL DESCRIPTION**

LEGAL DESCRIPTION

PARCEL "C"



A PARCEL OF LAND BEING PART OF THE NW1/4 OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, Nebraska, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 517, THE GROVE, A SUBDIVISION LOCATED IN SAID SECTION 20, AND ALSO THE NORTHWEST CORNER OF LOT 446, SAID THE GROVE, AND ALSO THE NORTHEAST CORNER OF LOT 333, SAID THE GROVE; THENCE S87°13'00"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 20, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 333, THE GROVE AND ALSO THE NORTH RIGHT-OF-WAY LINE OF 187TH STREET, AND ALSO THE NORTH LINE OF LOT 332, SAID THE GROVE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 1455.41 FEET; THENCE N03°01'20"W, A DISTANCE OF 769.03 FEET; THENCE S86°59'40"W, A DISTANCE OF 1136.27 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE 192ND STREET; THENCE N03°01'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE 192ND STREET, A DISTANCE OF 534.38 FEET; THENCE N86°58'19"E, A DISTANCE OF 207.98 FEET; THENCE ON A CURVE TO THE RIGHT WITH AN RADIUS OF 1000.00 FEET, A DISTANCE OF 231.46, SAID CURVE HAVING A LONG CHORD WHICH BEARS S86°23'51"E, A DISTANCE OF 230.94 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 1250.00 FEET, A DISTANCE OF 289.32 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S86°23'51"E, A DISTANCE OF 288.68 FEET; THENCE N86°58'19"E, A DISTANCE OF 1535.60 FEET; THENCE S03°01'41"E, A DISTANCE OF 35.00 FEET; THENCE N86°58'19"E, A DISTANCE OF 333.90 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 SECTION 20, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 24, WEST DODGE HILLS, A SUBDIVISION LOCATED IN SAID SECTION 20; THENCE S02°55'47"E ALONG SAID EAST LINE OF THE NW1/4 OF SECTION 20, SAID LINE ALSO BEING SAID WEST LINE OF LOT 24, WEST DODGE HILLS, AND ALSO THE WESTERLY RIGHT-OF-WAY LINE OF FARNAM STREET, AND ALSO THE WEST LINE OF OUTLOT "FF" AND LOTS 512 THRU 517, SAID THE GROVE, A DISTANCE OF 1215.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 2,371,085 SQUARE FEET OR 54.433 ACRES, MORE OR LESS.

***FINAL DESCRIPTION AS OF OCTOBER 21, 2013***

\* nw1/4 nw1/4  
ne1/4- nw1/4  
sw1/4 nw1/4  
se1/4- nw1/4

**EXHIBIT D**  
**EASEMENT AREA**

