EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of DECEMBER., 1983, by and among Norwest Properties, Inc., a Minnesota corporation ("Norwest"), Harvey Oaks Associates Limited Partnership, a Nebraska limited partnership ("HOA"), Knob Brothers Development Company, a Missouri corporation ("Kroh"), Boker Realty Corp., a Delaware corporation ("Boker"), and Alwood Associates Limited Partnership, a Connecticut limited partnership ("Alwood").

RACITA &

Norwest is the curer of real postate located in Douglas County, Nebraska, legally described as follows:

Lot 4, Replat of Harvey Oaks Plaza, an Addition to the City of Cmaha, as surveyed, platted and recorded;

(the "Norwest Parcel").

MOA is the owner of real estate located in Douglas County, Nebraska, legally described as follows:

Lot 3, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

("Lot 3"); and

/Lot 1, Replat of Earvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "HOA Parcel").

Kroh is the owner of real estate located in Douglas County, Nebraska, legally described as follows:

/ Lot 7, Replat of Harvey Oaks Plaza,
an Addition to the City of Omaha, as surveyed,
platted and recorded;

(the "Kroh Parcel").

Alwood is the owner of an estate for years, and Boker is the remainder man of real estate located in Douglas County, Nebraska, legally described as follows:

, Lot 2, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "Boker Parcel").

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The parties desire to burden part of the Norwest Parcel and part of Lot 3 with a reciprocal access easement and to provide for maintenance and improvement of easement areas and a sharing of the costs thereof, all as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings:

"Easement Area" means the Norwest Parcel Easement Area and the Lot 3 Easement Area.

"HOA Parcel Owner" means HOA and its successors and assigns as the owner of the HOA Parcel.

"Lot 3 Easement Area" means that part of Lot 3 legally described on Exhibit A attached hereto.

"Lot 3 Owner" means HOA and its successors and assigns as the owner of Lot 3.

"Norwest Parcel Easement Area" means that part of the Norwest Parcel legally described on Exhibit B attached hereto.

"Operating Agreement" means that certain Common Area Maintenance Agreement dated August 18, 1981, and recorded in the office of the Douglas County Register of Deeds in Book 657, page 635, Miscellaneous Records, on August 20, 1981.

- 2. Grants of Easements. Norwest hereby grants and conveys to Lot 3 Owner, HOA Parcel Owner, Boker, Alwood and Kroh, and their respective successors and assigns, for the benefit of Lot 3, the HOA Parcel, the Boker Parcel and the Kroh Parcel, a perpetual, non-exclusive easement for vehicular access over and across the Norwest Parcel Easement Area. HOA hereby grants and conveys to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh, and their respective successors and assigns, for the benefit of the Norwest Parcel, the HOA Parcel, the Boker Parcel and the Kroh Parcel, a perpetual, non-exclusive easement for vehicular access over and across the Lot 3 Easement Area.
- 3. Maintenance, Repair and Improvements. Lot 3 Owner hand at all times after the date hereof perform or cause to be

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performed all reasonably necessary rainfortance of and repairs to all paving, curbing and other improvements from time to them located in the Easement Area, which maintenance and repair shall include, without limitation, all reasonably seasonry sweeping, learning, paratiry, repaying, and ide and snow removal. Not 3 Owner shall not, sizer the date berecf, construct or install any additional improvements in the Easement Grea other than (i) a semophore traffic signal system governing the 146th Street and West Center Road intersection, (ii) any improvements required by applicable federal, state or local laws or regulations and (iii) any other improvements designed to improve traffic flow or reduce maintenation and repair costs to which Norwest, HOA Parcel Owner, Bower, Alwood and Broh shall have consented in writing in advance. Lot 3 Gymer shall have no obligation to make any additional improvements in the Easement Area, other than those described in clause (ii) of this Section :.

4. Cost Sharing.

(a) The costs to Lot 3 Owner of performing or causing to be performed the maintenance and repairs in the Basement Area described in Section 3 hereof ("Maintenance Costs") shall be raid twenty percent by Norwest and eighty percent by Lot 3 Owner, NOA Parcel Owner, boker, Alwood and Kroh, with such eighty percent allocated among them as set forth below. Lot 3 Owner shall from time to time submit to Norwest, HOA Parcel Owner, Boker, Alward and Krob a written statement of Maintenance Costs for the period in question together with appropriate documentation of such costs and their payment. Norwest shall promptly pay to Lot 3 Owner twenty percent of the amount of such statement, and HDA Parcel Owner, Foker, Alwood and Krch shall promptly pay to Lot 3 Owner a share of eighty percent of the amount of such statement based on their proportionate share of demmon area costs as esiculated under Sections 7.1 and 7.2 of the Operating Agreement, as amonded from time to time. Such basing of shares on Sections 7.2 and 7.2 of the Clerating Agreement

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shall continue regardless of any termination of the Operating Agreement.

- struction of any improvements in the Easement Area under Section 3 hereof, Lot 3 Owner shall submit estimates of the total costs thereof to Norwest, HOA Farcel Owner, Boker, Alwood and Kroh. As Lot 3 Owner pays the costs of such improvements ("Improvement Costs"), whether in a lump sum or in installments, Lot 3 Owner shall submit statements for Improvement Costs, together with appropriate documentation of such costs and their payment, to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh, and promptly after receipt of such statements, Norwest shall pay to Lot 3 Owner twenty percent of the Improvement Costs on such statement and HOA Parcel Owner, Boker, Alwood and Kroh shall each pay to Lot 3 Owner the share of eighty percent of such Improvement Costs determined under Subsection (a) above.
- 5. Morwest's Right to Cure. In the event that (i)
 Lot 3 Owner fails to perform or cause to be performed the repair
 and maintenance in the Easement Area required by Section 3
 hereof, other than removal of ice and snow, and such failure
 continues for 30 days after the date of written notice from
 Morwest to Lot 3 Owner, or (ii) at any time access to or from the
 Norwest Parcel over the Easement Area is unreasonably impeded by
 ice and snow, and Lot 3 Owner is not making reasonable efforts to
 remove same, then Norwest may perform or cause to be performed
 such repair, maintenance or removal and each of Lot 3 Owner, MOA
 Parcel Owner, Boker, Alwood and Kroh shall pay to Norwest its
 share determined under Section 4(a) of eighty percent of the cost
 to Norvest of such repair, maintenance or removal when billed
 therefor by Norwest.
- extraction of improvements in the Easement Area by Lot 3 Owner shall be in accordance with all applicable laws, ordinances, and small be based on all necessary governmental approvals. In performing or causing to be performed

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any maintenance, repairs or installation or construction of improvements in the Easement Area, Lot 3 Owner shall not permit any mechanics' or materialmen's liens to attach to the Easement Area or to all or any part of the Norwest Parcel, the HOA Parcel, the Boker Parcel or the Kroh Parcel.

- Binding Effect. All of the coverants and agreements contained herein shall be covenants nunning with the land, and all the provisions of this Agreement shall bind and benefit the parties hereto and their respective successors and assigns as owners of the various parcels covered hereby. Upon any ransfer of an interest in any of the real estate covered by this Agreement, the transferor thereof shall be relieved of all liability with respect to the interest transferred for obligations under this Agreement accruing after the effective date of the transfer. In the event that any Parcel covered hereby is divided into two or more new lots, then each of the covenants and agreements contained herein shall be deemed to run separately to each of such new lots, and the owner of each of such new lots shall have the benefits hereof and shall be responsible for such share of such Parcel's share of Maintenance Costs and Improvement Costs as the owners of such new lots may from time to time specify in a supplement hereto executed only by such owners and recorded in the office of the Douglas County Register of Deeds.
- 8. <u>Notices</u>. All notices, statements or other communications required or permitted hereunder shall be in writing and delivered personally or sent by registered or certified United States mail to the parties hereto at the following addresses:

If to Norwest:

900 Midland Square

Minneapolis, Minnesota 55401 Attention: Walter W. Klus

If to HOA:

c, o Kroh Brothers Development Company

8900 Ward Parkway

Kansas City, Hissouri 64114

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If to Boker:

c/o Demov Morris Levin & Shein

40 West 57th Street

New York, New York 10019

If to Alwood:

c/o Proskauer Rose Goetz & Hendelsohn

300 Park Avenue

New York, Hew York 10022

Attn: Hanaging Clere

If to Kroh:

8900 Ward Parkway

Kansas City, Missouri 64114

to such other addresses as have been theretofore furnished to the other party by written notice hereunder. Upon any transfer of all or any part of the parcels covered hereby, transferor shall send notice of the name of transferee and its Edress to all other parties hereto.

9. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- (b) Nothing contained in this Agreement shall create or be deemed to create in any fashion a lien on any of the real estate covered hereby in favor of the owner of any other real estate covered hereby.
- (c) Common ownership of any of the various parcels covered hereby, or of any of the platted lots in such parcels as of the date hereof, shall not terminate or affect any of the easements or covenants contained herein through merger or otherwise.

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(d) This Agreement may be executed and recorded in counterparts, all of which shall constitute as original thereof.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

NORWEST PROPERTIES, INC.

Its The Park	10- 12-1
HARVEY OAKS ASSOCIATI	ON
Ву	
And By 1ts	
KROH BROTHERS DEVELOR	
By	
And By Its	
BOKER REALTY CORP.	
By	
And By	
ALWOOD ASSOCIATES LIM PARTMERSHIP	ITED
By	
And By	

BOOK 702mg 648

(d) This Agreement may be executed and recorded in counterparts, all of which shall constitute an original

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

HARVEY OAKS ASSOCIATES LIMITED PARTNERSHIP

NORWEST PROPERTIES, INC.

By Kroh Brothers Development Company, its general partner

And By

Its

KROH BROTHERS DEVELOPMENT COMPANY

By And By ______

BOKER REALTY CORP.

By Its____

And By Its

ALWOOD ASSOCIATES LIMITED PARTNERSHIP

By_____

And By Its_____

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(i) This Agreement may be executed and recorded in counterparts, all of which shall constitute an original thereof.

IN WITNESS WHEF	REOF, the parties hereto hereby set their
hands as of the date firs	st above written.
	NORWEST PROPERTIES, INC.
	By
	HARVEY OAKS ASSOCIATION LIMITED PARTNERSHIP
	By
	And By Its
	KROH BFOTHERS DEVELOPMENT COMPANY
	Ву
CIY COZOGO	By
	Its
	BOKER REALTY CORT.
Manager Control	Its Pronduct
	And By to form
300	ALWOOD ASSOCIATES LIMITED PARTNERSHIP
(Corporate Seal)	By: Grezaf Associates Limited Partnersh General Partner
ATTEST:	By Zar Corp. -Its/A, General Partner
Assistant Secretary	And By Its Vice President
$y \rightarrow$	

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discription of the second }. SS .
COUNTY OF HENNEPIN)
The foregoing Easement Agreement was acknowledged before me this 20 day of leptember , 1983 by Walter W
STATE OF STATE OF STATE OF STATE OF SS. COUNTY OF The foregoing Easement Agreement was acknowledged before me this day of 1983 by and of and of Harvey Oaks Association Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.
Notary Public
STATE OF) ; ss. COUNTY OF)
The foregoing Easement Agreement was acknowledged before me this day of, 1983 by, and , of Kroh Brothers Development Company, a Missouri corporation, on behalf of the corporation.
Notary Public
STATE OF) ss. COUNTY OF)
The foregoing Easement Agreement was acknowledged before me this
of Boker Realty Corp., a Delaware corporation, on behalf of the corporation.

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STATE OF MINNESOTA) ss.	
COUNTY OF HENNEPIU)	
before me this day of _	ment Agreement was acknowledged , 1983 by of Norwest Properties,
The Minney approach of	of Norwest Properties, on, on behalf of the corporation.
ind., a minnesota corporatio	n, on benery of the co. officer.
	Notary Public
STATE OF MISSOURI)	
COUNTY OF JACKSON)	
The foregoing Ease	ement Agreement was acknowledged
before me this 14th day of 1	NOVEMBER , 1983 by GEORGE P. KROW,
exic vice pres. of Krot	n Brothers Development Company
Missouri corporation, genera	al partner of Harvey Oaks Associates 🦠
the partnership.	aska limited partnership, on behalf of
((
	Patairia R Menthouse
	Notary Public
	,
STATE OF MISSOUR!)	
STATE OF MISSOUR!) ss. COUNTY OF JACKSON)	
The foregoing Ease before we this ω / ω day of	ement Agreement was acknowledged
r Exac.	VICE RESIZENT, and
Company a Missouri orpora	Nowemger, 1983 by George P. Kenn, vice Mes, ENT and of Krch Brothers Development tion, on helialf of the corporation.
company, a missouri corpora	cion, on senati of the corporation.
	De Daniel De La Company
	Nocary Public
	$oldsymbol{U}$
STATE OF)	
} ;	ss.
COUNTY OF)	
before me this day of	ement Agreement was acknowledged , 1983 by
of Boker R	, and , ealty Corp., a Delaware corporation,
on behalf of the corporation	n.
	Notary Public

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STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
The foregoing Easement Agreement was acknowledged
before me this day of , 1983 by of Norwest Properties, inc., a Minnesota corporation, on behalf of the corporation.
Inc., a Minnesota corporation, on behalf of the corporation.
Notary Public
STATE OF)
) ss.
COUNTY OF)
The foregoing Easement Agreement was acknowledged before me this day of, 1983 by
of Harvey Oaks Association Limited
Partnership, a Nebraska limited partnership, on behalf of the
partnership.
Nothry Public
Nothing Partic
STATE OF) ss.
COUNTY OF
The foregoing Easement Agreement was acknowledged before me this day of, and, and
, and
of Krch Brothers Development Company, a Missouri corporation, on behalf of the corporation.
Notary Public
Notaly rubile
SMARR OR ASIA USER
STATE OF <u>New York</u>)
COUNTY OF NEW YORK)
The foregoing Easement Agreement was acknowledged before me this 2/ day of Venendeed, 1983 by ROBERT C.
THE PRESIDENT, and ALLAND GOODELDEE,
of Boker Realty Corp., a Delaware corporation,
tissay Augus 10.
Notary Public
SUSAN R. SPRAGUE NOTARY PUBLIC. State of New York
No. 31-4673216 Gueliffed In Nov. York County
Committeein: Exerce Murch 30: 19 84
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STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing Easement Agreement was acknowledged before me this for day of November, 1983, by

Land Easter W. and Lynn & Cranffest Gradum, respectively, of Zar Covp., a Connecticut corporation, said corporation being known to me to be a general partner of Grezar Associates
Limited Partnership, a Connecticut limited partnership, said
limited partnership being known to me to be the general partner
of Alwood Associates Limited Partnership, a Connecticut limited
partnership, and on oath stated that they are authorized to execute
the said instrument on behalf of such corporation and that the
seal affixed is the corporate seal of such corporation.

WITNESS MY HAND AND OFFICIAL SEAL affixed hereto the day and year in this certificate first above written.

> Notary Public Notary Public for New Residing at New York

My commission expires:

MELISSA T. COOK
NOTARY PUBLIC, State of New York
No. 30-47/17/62
Qualified in 14 secu County
Cortificate Filed in New York County
Commission Expires March 30, 1984

EXHIBIT A

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Lot 3 Easement Area:

That part of Lot 3, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Ocurlas County, Nebraska, legally described as follows:

Commencing at the southeast corner of Lot 4, in said
Replat of Harvey Oaks Plaza; thence easterly, along the
most southerly line of Lot 3, a distance of 25 feet:
thence Northerly, along a line parallel to the east
line of Lot 4, a distance of 190 feet; thence westerly,
parallel to the most southerly line of Lot 3, a distage of 25 feet to the east line of Lot 4; thence
southerly, along the east line of Lot 4, a distance of
190 feet to the point of beginning.

EXHIBIT B

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Norwest Parcel Easement Area:

That part of Lot 4, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nobraska, legally described as follows:

Commencing at the southeast corner of Lct 4, thence westerly, along the south line of Lot 4, a distance of 25 feet; thence northerly, along a line parallel to the east line of Lot 4, a distance of 190 feet; thence easterly, parallel to the south line of Lot 4, a distance of 25 feet to the east line of Lot 4; thence southerly, along the east line of Lot 4, a distance of 190 feet to the point of beginning.

CONSENT OF MORTGAGEE:

The undersigned, as the holder of a mortgage against part of the real estate covered by the foregoing Easement Agreement, which mortgage is dated November 13, 1981 and recorded in the office of the Douglas County Register of Deeds in Book 2477, page 73. Mortgage Records, on November 18, 1981, hereby consents to adjunct the foregoing Easement Agreement for purposes of subordinating the lien of said mortgage to the easements and covenants contained therein.

Chemical Bank

By Its Vico (185 60)

And By Its Con Startery

Commission Expires placen SD, 1984 777

STACE OF NEW YORK)	
)	SS.
COUNTY OF NEW YORK)	

The foregoing Consent of Mortgagee was acknowledged before me this May of Mortgagee was acknowledged before me this May of Mortgagee was acknowledged before me this May of May 1983 by Timidthy and Steven May of Chemical Bank, as Ass. Serving on behalf of the Said Corporation.

CONSENT OF MORTGAGEE:

of

The undersigned, as the trustee and beneficiary of a Trust Dead, Security Agreement and Option to Purchase against part of the real estate covered by the foregoing Easement Pareement, which Trust Dead is dated January 10, 1983, and recorded in the office of the Douglas County Register of Deads in Book 2541, page 615, Mortgage Records, on January 13, 1983, hereby consents to and joins in the foregoing Easement Agreement for purposes of subordinating said Trust Dead and the lien thereof to the easements and covenants contained therein.

	James F. Kasher
	TDS Life Tool
	IDS Life Insurance Company
	By Its Vice Provide
And	By 71.66.00 miles
	Its Assistant Secretary
	마이트 보고 있는데 보고 있는데 보고 있는데 함께
STATE OF)	
COUNTY OF	s.
before me this day of Kasher, as trustee.	ent of Mortgagee was acknowledged , 1983 by James F.
	Notary Public
STATE OF MINNESOTA	
COUNTY OF HENNEPIN	
The foregoing Conse before me this 16th day of 1 Richard N. Latzer , Vice Press	nt of Mortgagee was acknowledged December , 1983 by
Assistant Secretary , of IDS Lif Corporation, on behalf of the	, and _N. Clyde Nielsen
D. ANFINSON	_ D. andinari
HENNEPIN COUNTY	Notary Pullic

CONSENT OF MORTGAGEE.

Mortgage and Deed of Trust against part of the real estate covered by the foregoing Easement Agreement, which Indenture is dated June 15, 1982, and recorded in the office of the Douglas County Register of Deeds in Book 2507, page 143, Mortgage Records, on June 30, 1982, hereby consents to and joins in the foregoing Easement Agreement for purposes of subordinating the lien of said Indenture to the easements and covenants contained therein.

	o one dabamenes and covenants contained
herein.	\$\$\$\$\$\$\$\$\$\$\$\$
	September 1997
	300000
	La Company of the Com
	MELLON BANK, N.A.
	By JAN ASSOCIATION OF THE STATE
	Its ASSISTANT DE PRESIDENT
	And By
	Its ASSISTANT DRUS DINCER
	- MAMILE
	N. R. Smith
TATE OF ENROPPILANCE	
OUNTY OF Allegiany) ss.)
mbo Economica	0
efore me this 2/1/1 day	Consent of Mortgagee was acknowledged

The foregoing Consent of Mortgagee was acknowledged before me this had day of formation and D.J. ZUPAN ASSISTANT TRIST OFFICER , of Mellon Bank, N.A., on behalf of the association.

COUNTY OF Allegheny

MARY T. DOLLARY Public MARY T. DEINHEIMER, Notary Public Pittsburgh, Alleghery County, PA My Commission Expires Jan. 2, 1986

The foregoing Consent of Mortgagee was acknowledged before me this Jim day of Manual 1983 by N. R.) Smith, as trustee.

Notary Public MARY T WEINTEIMER, Notary Public Patchers In Tengheny County, PA My Count Cecon Express Jan. 2, 1986

800K 702PAGE 659

The undersigned, Jundo, Inc., a helaware corporation, hereby consents to the execution of the foregoing instrument.

ATTEST: JUNDO, INC., a Delaware corporation

STATE OF NEW YORK : ss.: COUNTY OF NEW YORK

The above consent was acknowledged before me this day of November, 1983 by John & Hongmann and Ann Pataline , the Vice President and Assistant Secretary, respectively, of Jundo, Inc., a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal affixed hereto the day and year in this certificate first above written.

Tammy Davelle Notary Pyblic My commission expires:

TAMMY LAVELLE
Notery Public, State of New York
No. 31 4775711
Qualified in New York County
Commission Expires March 30, 1984

CONSENT OF SUBLESSEE:

The undersigned, a Delaware corporation, as the holder of a sublessee's interest in the Boker Parcel pursuant to sublease dated June 15, 1982, a memorandum of which was recorded in the office of the Douglas County Register of Deeds in Book 673, page 205, Miscellaneous Records, on June 30, 1982, hereby consents to and joins in the foregoing Basement Agreement for purposes of subjecting its sublessee's interest in the Boker Parcel to the easements and covenants contained therein.

ALBERTSON'S, INC.

By Momas Lalar

Its Vice President and Counse!

(j) TATE OF IDAHO) QUNTY OF ADA)

The foregoing Consent of Sublessee was acknowledged before me this 23rd day of Systember, 1983 by Shower A Saldin , Vice President and Counsel, and Middle O. Christing Secretary, of Albertson's, Inc., a Delaware corporation, on behalf of the corporation.

Claudia C. Meden

Notary Public