

98-035152

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
98-035152  
98 DEC -8 PM 2:19  
*Glenn J. Dowling*  
REGISTER OF DEEDS

Counter KAK  
Verify DS  
D.E. \_\_\_\_\_  
Proof \_\_\_\_\_  
Fee \$ 103.50  
chk  Cash   Chg 99.25  
*plus 25¢ stamp copy*

[The Space Above is for Recording Data]

**DECLARATION OF PERMANENT ACCESS EASEMENT  
MAINTENANCE AGREEMENT AND PARTIAL RELEASE OF EASEMENT**

WHEREAS, R. S. Land, Inc., a Nebraska corporation, is the owner of the following described real property, to-wit:

Lots 2 through 4, inclusive, Southern Oaks Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and Lot 2, Southern Oaks Replat Two, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Woodhold Properties, L.L.C., an Indiana limited liability company, is the owner of the following real property, to-wit:

Lot 1, Southern Oaks Replat Two, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Robert Roth and Barbara Roth, husband and wife, and Scott Roth and Linda Roth, husband and wife, (the "Roths") are the owners of the following described real property, to-wit:

Lot 90 and 91, Southern Oaks, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, by virtue of the recording of this Declaration of Permanent Access Easement and Maintenance Agreement (the "Declaration"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, each party, as grantor, desires to grant to the other parties for the benefit of said other parties and for the mutual benefit of all future owners, fire, rescue and other emergency vehicles, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires ("Permittees"), ingress and egress, over and upon the private drive, now or hereafter located upon the real property or any portion thereof within the easement area depicted on Exhibit A for the purpose of providing pedestrian and vehicular ingress and egress to the Lots, and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to the foregoing described Lots.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby GRANT, SELL AND CONVEY unto each other and

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*R/R  
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1093*

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all future owners, fire, rescue and other emergency vehicles, occupants and mortgagees of the Lots and their respective Permittees, an easement for the perpetual non-exclusive right for vehicular and pedestrian ingress and egress, in, over and upon the private drive now or hereafter located upon the Lots or any portion thereof within the easement area described on Exhibit A attached hereto and hereby made a part hereof, solely for the purpose of providing access to the Lots; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of a Lot or Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

TO HAVE AND TO HOLD for the non-exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. Nature of Easement. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easement granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the owners, future owners, fire, rescue and other emergency vehicles, occupants, mortgagees, and their Permittees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that this easement shall continue for so long as any Lot remains in existence.

2. Improvements and Costs and Expenses. R. S. Land, Inc. and the Roths shall install and construct the private drive within that portion of the easement area located on Lot 90, Southern Oaks, depicted on Exhibit B, and R. S. Land, Inc. shall install and construct the private drive within that portion of the easement West of Lot 90, Southern Oaks, depicted on Exhibit B, in the Spring 1999, weather permitting and shall diligently and continuously pursue construction of such private drive to completion; provided, that the owner of Lot 1, Southern Oaks Replat Two, commences and continuously works towards the completion of at least 220 of its 330 unit apartment project without delay, except for any delay caused by inclement weather. It is understood and agreed that the Roths shall only be responsible for twenty-five (25%) percent of the costs to install and construct that portion of the private located on Lot 90, Southern Oaks. The owner of Lot 1, Southern Oaks Replat Two shall install and construct the private drives described on Exhibit C at its cost and expense within two (2) years after the effective date of this Declaration. In the event the owner of Lot 1, Southern Oaks Replat Two, fails to commence construction or complete construction in accordance with this paragraph, then the owner of Lot 2, Southern Oaks Replat Two, and/or the owner of Lot 90, Southern Oaks, shall have the right, but not the obligation, to complete the construction of the private drive in the location shown on Exhibit C and shall be entitled to seek reimbursement for the reasonable and actual cost of constructing that portion of the private drive from the owner of Lot 1, Southern Oaks Replat Two. In the event R.S. Land, Inc. and/or the Roths fail to commence construction or complete construction in accordance with this paragraph, then the owner of Lot 1, Southern Oaks Replat Two, shall have the right, but not the obligation, to complete the construction of the private drive in the location shown on Exhibit B and shall be entitled to seek reimbursement for the reasonable and actual cost of constructing that portion of the private drive from R.S. Land, Inc. and/or the Roths according to the sharing responsibility set forth above and the Escrow Fund established for construction of the private drive.

3. Maintenance of the Private Drive. The maintenance, repair, replacement and operation of the private drive shall be accomplished through an incorporated association of landowners formed or to be formed for the purposes described herein (the "Association"). Each Lot Owner, by virtue of their ownership of a Lot, shall automatically be a mandatory member of the Association. The Association shall maintain, repair, operate, replace and otherwise keep that portion of the private drive described in Exhibit B in good repair in its reasonable judgment and discretion. The maintenance shall include, without limitation, the following:

- (1) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

- (2) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (3) Inspecting, maintaining, repairing and replacing any storm drainage system installed along the private drive.
- (4) Inspecting, maintaining, repairing and replacing the lighting, if any, installed along the drive.

4. Assessments.

(a) Each owner of a Lot (sometimes referred to hereinafter as the "Lot Owners") shall be responsible for its share of the costs and expenses for the repair, administration, operation, addition, alteration and replacement of that portion of the private drive described in Exhibit B which shall be paid for by the Lot Owners through an annual assessment ("Annual Assessment") in accordance with this Declaration.

(b) The Annual Assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Association shall from time to time determine to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, administration, additions, alterations and replacement of or to that portion of the private drive described in Exhibit B, which sum may include, but shall not be limited to, expenses for snow removal and road repair, premiums for insurance, landscaping and care of grounds, electricity charges and street light maintenance, and repair (hereinafter referred to collectively as the "Operating Expenses").

(c) On or before April 1 of each year, the Association shall provide the Lot Owners with an annual budget of the estimated Operating Expenses for the current year and an analysis of the actual Operating Expenses incurred in the preceding year. If the total of the Annual Assessments exceed the total of the actual Operating Expenses, then any such excess amount shall be applied towards the Lot Owner's Annual Assessment for the succeeding year. In the event a deficit occurs at any time during the year, the Association may impose an additional assessment against the Lots in an amount equal to such deficit (hereinafter "Additional Assessment").

(d) All Annual and Additional Assessments (hereinafter referred to collectively as the "Assessments") shall be paid by each Lot Owner within thirty (30) days after the Assessment is made. All Assessments not paid within thirty (30) days thereafter, shall accrue interest at the highest rate provided for by law on the amount of the Assessment from the due date thereof, together with all expenses, including attorneys' fees. Any action to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing the lien nor shall any such action be construed as a waiver of the lien. All Assessments shall be the personal and individual debt of the Lot Owner thereof. No Lot Owner may exempt themselves from liability for this contribution towards the expenses by waiver of the use or enjoyment of the private drive, or by abandonment of their Lot.

(e) All sums assessed against each Lot by the Association, but unpaid for the share of expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens on the Lot in favor of any governmental assessing entity and all sums unpaid on any first mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest, the name of the Lot Owner and a description of the Lot. Such notice of lien shall be signed by the Association and shall be recorded in the Office of the Register of Deeds for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the Assessment until all sums, with interest thereon, shall have been fully paid.

(f) Such lien may be enforced by the foreclosure of the defaulting owner's Lot by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of

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claim thereof. In any such proceedings, the owner of the Lot shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, expenses and attorney's fees incurred.

(g) Each Lot Owner shall be responsible for its share of the Operating Expenses; provided, however, that the owner of Lot 1, Southern Oaks Replat Two, shall be solely responsible for the cost of repairing, maintaining, replacing and operating those private drives located in the area described on Exhibit C, and all of the Lot Owners shall be responsible for the Operating Expenses for the private drive located in the area described on Exhibit B in accordance with the following percentage interests appertaining to each Lot as follows:

<u>Lot Number</u>	<u>Percentage Interest</u>
Lot 2, Southern Oaks Replat 1	9.70%
Lot 3, Southern Oaks Replat 1	2.30%
Lot 4, Southern Oaks Replat 1	2.20%
Lot 1, Southern Oaks Replat Two	54.40%
Lot 2, Southern Oaks Replat Two	17.40%
Lot 90, Southern Oaks	7.00%
Lot 91, Southern Oaks	7.00%
	<u>100.00%</u>

(h) Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Assessments with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of its mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association will report to any mortgagee on a Lot any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same is due; provided, however, that a mortgagee shall have furnished to the Association notice of such encumbrance.

(i) The recorded lien may be released by recording a Release of Lien signed by the Association and shall be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska at the expense of the owner of such Lot.

(j) Notwithstanding any of the foregoing provisions, any first mortgagee who obtains title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all Assessments levied thereon prior to such transfer of title free and clear of all liens created as a result of such Assessments.

(k) Any owner of a Lot and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Association and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Assessments, the dates that Assessments are due, the amount for any advanced payments made and any prepaid items such as insurance policy premiums which statement shall be conclusive on Association and its successors and assigns in favor of all persons who rely therein in good faith. Unless such request shall be complied with within ten (10) days after receipt of such written request, all unpaid Assessments which become due prior to the date of such request will be subordinate to the rights of the person requesting such statement.

(l) The owner of a Lot may create junior mortgages or deeds of trust to the lien or other encumbrances of a first priority mortgage or deed of trust; provided, however, that any such junior mortgage, deed of trust, liens or other encumbrances, will always be subordinate to the prior and paramount lien of the Association for Assessments and all of the terms, conditions, covenants, restrictions, uses, limitations and obligations under this Declaration.

5. Modification of Easement Location. R.S. Land, Inc. may at any time or from time to time modify the location or any points of access or exit, as well as the location of any drive running upon, over and across Lot 2, Southern Oaks Replat Two, in its absolute and sole discretion; provided that, except for temporary periods of time, the points of access, exits, streets, driveways and roadways between and among all the Lots shall remain available. The initial location of the private drive is set forth on Exhibit B attached

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hereto. The owner of Lot 1, Southern Oaks Replat Two, agrees to reasonably accommodate the owner of Lot 2, Southern Oaks Replat Two, in any proposed relocation of that part of the private drive that is situated on Lot 1, Southern Oaks Replat Two, and adjoins Lot 2, Southern Oaks Replat Two, necessitated for the development of such lot. Any costs and expenses associated therewith shall be paid for by the owner of Lot 2, Southern Oaks Replat Two, including without limitation the costs to resurvey and reconstruct the private drive and to amend this Declaration.

6. Partial Release of Easement. Except for the easement provided for herein, the parties hereby release, discharge and terminate that certain reciprocal ingress and egress parking and pedestrian easement granted to the owners of Lots 1 through 5, inclusive, Southern Oaks Replat 1, and Lots 90 and 91, Southern Oaks, over all of Lots 1 through 5, inclusive, Southern Oaks Replat, which is filed of record in the office of the Sarpy County Register of Deeds, Instrument No. 97-007307.

7. Parking Restrictions. No barricades, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic throughout the easement area on any of the drives.

8. Effective Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

9. Waiver. No covenant, restriction, condition or provision of this Declaration shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

10. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

11. Amendment, Modification. This Declaration may be amended by the Association at any time or from time to time by a vote of sixty-six and two-thirds (66 2/3%) percent of the percentage interests allocated to each Lot; provided, however, the Association shall not amend or modify this Declaration as it relates to the percentage interests allocated to each Lot without the express written approval of ninety (90%) percent of the total percentage interests allocated to the Lots, which Amendment shall become effective upon being duly recorded in the Office of the Register of Deeds of Sarpy County, Nebraska. Each Lot owner shall be entitled to vote equal to the Lot owner's respective percentage interests as set forth in this Declaration.

12. Termination. This Declaration shall not be terminated except with the written acknowledge consent of ninety (90%) percent of the total percentage interests allocated to the Lots, and such termination shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.

13. Duration. Unless otherwise canceled or terminated, this Declaration and all of the covenants, easements, restrictions, rights and obligations hereof shall automatically terminate and be of no further force and effect after twenty (20) years from the date hereof or such earlier date as may be required in order that this Declaration shall be invalidated or be subject to invalidation by reason of a limitation imposed by law or the duration thereof; provided, however, that the easements specifically referred to herein as being perpetual or as continuing beyond the term of this Declaration or otherwise shall continue in full force and effect as provided therein.

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14 Counterparts. This Declaration may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original.

15. Governing Law. This Declaration shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 7<sup>th</sup> day of December 1998.

R. S. LAND, INC., a Nebraska corporation,

By: Ronald E. Smith  
Ronald E. Smith, President

STATE OF NEBRASKA     )  
                                  )ss.  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified for said County and State, personally came Ronald E. Smith, President of R. S. Land, Inc., known to me to be the identical person who signed the foregoing Declaration and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 7<sup>th</sup> day of December 1998.



MY COMMISSION EXPIRES:  
May 28, 2002

Dana J. Deacon  
Notary Public

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WOODHOLD PROPERTIES, L.L.C., an  
Indiana limited liability company,

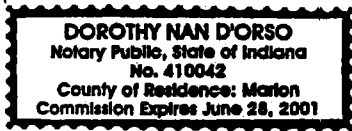
By: Harry F. Todd  
Its: Attorney

STATE OF Indiana )  
                                  ) ss.  
COUNTY OF MARION )

Before me, a Notary Public qualified for said County and State, personally came HARRY F. Todd, Attorney of Woodhold Properties, L.L.C., known to me to be the identical person who signed the foregoing Declaration and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 1st day of December 1998.

Dorothy Nan D'Orso  
Notary Public



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ROBERT ROTH

Robert Roth

BARBARA ROTH

Barbara Roth

SCOTT ROTH

Scott Roth

LINDA ROTH

Linda Roth

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

Before me, a Notary Public qualified for said County and State, personally came Robert Roth and Barbara Roth, husband and wife, known to me to be the identical persons who signed the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notary Seal on this 7 day of December 1998.

J. Joann Cissell  
Notary Public

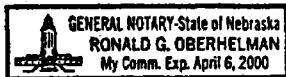
STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )



Before me, a Notary Public qualified for said County and State, personally came Scott Roth and Linda Roth, husband and wife, known to me to be the identical persons who signed the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notary Seal on this 7 day of December 1998.

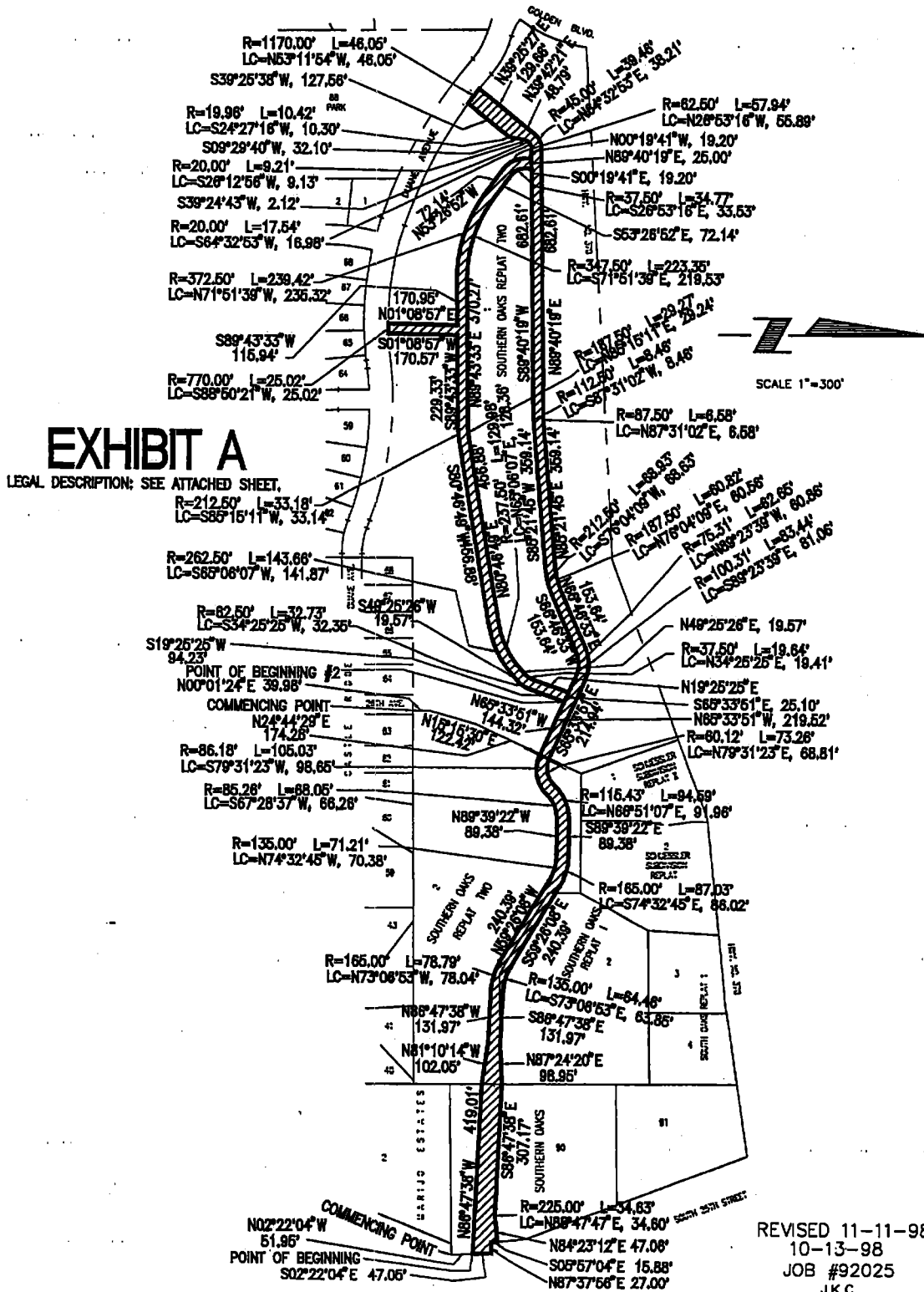
Ronald G. Oberhelman  
Notary Public





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# EXHIBIT A INGRESS AND EGRESS EASEMENT



98-035152F

LEGAL DESCRIPTION  
EXHIBIT A  
INGRESS AND EGRESS EASEMENT

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 90, SOUTHERN OAKS; AND ALSO PART OF LOTS 1 AND 2, SOUTHERN OAKS REPLAT TWO; AND ALSO PART OF LOT 2, SOUTHERN OAKS REPLAT 1; ALL SUBDIVISIONS LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, SOUTHERN OAKS, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 25TH STREET; THENCE N02°22'04"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 90, SOUTHERN OAKS, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 51.95 FEET TO THE POINT OF BEGINNING; THENCE N86°47'38"W, A DISTANCE OF 419.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90, SOUTHERN OAKS, SAID POINT ALSO BEING THE EAST LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO; THENCE N81°10'14"W, A DISTANCE OF 102.05 FEET; THENCE N86°47'38"W, A DISTANCE OF 131.97 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 78.79 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N73°06'53"W, A DISTANCE OF 78.04 FEET; THENCE N59°26'08"W, A DISTANCE OF 240.39 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A DISTANCE OF 71.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N74°32'45"W, A DISTANCE OF 70.38 FEET; THENCE N89°39'22"W, A DISTANCE OF 89.38 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 85.26 FEET, A DISTANCE OF 68.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°28'37"W, A DISTANCE OF 66.26 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 86.18 FEET, A DISTANCE OF 105.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S79°31'23"W, A DISTANCE OF 98.65 FEET; THENCE N65°33'51"W, A DISTANCE OF 219.52 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 75.31 FEET, A DISTANCE OF 62.65 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N89°23'39"W, A DISTANCE OF 60.86 FEET; THENCE S66°46'33"W, A DISTANCE OF 153.64 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 212.50 FEET, A DISTANCE OF 68.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S76°04'09"W, A DISTANCE OF 68.63 FEET; THENCE S85°21'45"W, A DISTANCE OF 359.14 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 112.50 FEET, A DISTANCE OF 8.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°31'02"W, A DISTANCE OF 8.46 FEET; THENCE S89°40'19"W, A DISTANCE OF 682.61 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DISTANCE OF 17.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S64°32'53"W, A DISTANCE OF 16.98 FEET; THENCE S39°24'43"W, A DISTANCE OF 2.12 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DISTANCE OF 9.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°12'56"W, A DISTANCE OF 9.13 FEET; THENCE S09°29'40"W, A DISTANCE OF 32.10 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19.96 FEET, A DISTANCE OF 10.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S24°27'16"W, A DISTANCE OF 10.30 FEET; THENCE S39°25'38"W, A DISTANCE OF 127.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1170.00 FEET, A DISTANCE OF 46.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N53°11'54"W, A DISTANCE OF 46.05 FEET;

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THENCE N39°25'27"E, A DISTANCE OF 129.66 FEET; THENCE N39°42'21"E, A DISTANCE OF 48.79 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 39.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°32'53"E, A DISTANCE OF 38.21 FEET; THENCE N89°40'19"E, A DISTANCE OF 682.61 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 6.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°31'02"E, A DISTANCE OF 6.58 FEET; THENCE N85°21'45"E, A DISTANCE OF 359.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 187.50 FEET, A DISTANCE OF 60.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N76°04'09"E, A DISTANCE OF 60.56 FEET; THENCE N66°46'33"E, A DISTANCE OF 153.64 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 100.31 FEET, A DISTANCE OF 83.44 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S89°23'39"E, A DISTANCE OF 81.06 FEET; THENCE S65°33'51"E, A DISTANCE OF 214.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.12 FEET, A DISTANCE OF 73.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N79°31'23"E, A DISTANCE OF 68.81 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 115.43 FEET, A DISTANCE OF 94.59 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N66°51'07"E, A DISTANCE OF 91.96 FEET; THENCE S89°39'22"E, A DISTANCE OF 89.38 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 87.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S74°32'45"E, A DISTANCE OF 86.02 FEET; THENCE S59°26'08"E, A DISTANCE OF 240.39 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A DISTANCE OF 64.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S73°06'53"E, A DISTANCE OF 63.85 FEET; THENCE S86°47'38"E, A DISTANCE OF 131.97 FEET; THENCE N87°24'20"E, A DISTANCE OF 98.95 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT 1, SAID POINT ALSO BEING ON SAID WEST LINE OF LOT 90, SOUTHERN OAKS; THENCE S86°47'38"E, A DISTANCE OF 307.17 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 34.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N88°47'47"E, A DISTANCE OF 34.60 FEET; THENCE N84°23'12"E, A DISTANCE OF 47.06 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING SAID EAST LINE OF LOT 90, SOUTHERN OAKS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING SAID EAST LINE OF LOT 90, SOUTHERN OAKS ON THE FOLLOWING DESCRIBED COURSES; THENCE S05°57'04"E, A DISTANCE OF 15.88 FEET; THENCE N87°37'56"E, A DISTANCE OF 27.00 FEET; THENCE S02°22'04"E, A DISTANCE OF 47.05 FEET TO THE POINT OF BEGINNING.

SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 95,689 SQUARE FEET OR 2.197 ACRES, MORE OR LESS.

AND ALSO TOGETHER WITH

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 1, SOUTHERN OAKS REPLAT TWO, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, SAID

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SOUTHERN OAKS REPLAT TWO; THENCE N00°01'24"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 39.98 FEET; THENCE N15°15'30"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 122.42 FEET; THENCE N24°44'29"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 174.28 FEET; THENCE N65°33'51"W, A DISTANCE OF 144.32 FEET TO THE POINT OF BEGINNING; THENCE S19°25'25"W, A DISTANCE OF 94.23 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 62.50 FEET, A DISTANCE OF 32.73 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S34°25'25"W, A DISTANCE OF 32.35 FEET; THENCE S49°25'26"W, A DISTANCE OF 19.57 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 262.50 FEET, A DISTANCE OF 143.66 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°06'07"W, A DISTANCE OF 141.87 FEET; THENCE S80°46'49"W, A DISTANCE OF 456.88 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 212.50 FEET, A DISTANCE OF 33.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S85°15'11"W, A DISTANCE OF 33.14 FEET; THENCE S89°43'33"W, A DISTANCE OF 229.33 FEET; THENCE S01°08'57"W, A DISTANCE OF 170.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 770.00 FEET, A DISTANCE OF 25.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°50'21"W, A DISTANCE OF 25.02 FEET; THENCE N01°08'57"E, A DISTANCE OF 170.95 FEET; THENCE S89°43'33"W, A DISTANCE OF 115.94 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 372.50 FEET, A DISTANCE OF 239.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N71°51'39"W, A DISTANCE OF 235.32 FEET; THENCE N53°26'52"W, A DISTANCE OF 72.14 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 62.50 FEET, A DISTANCE OF 57.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N26°53'16"W, A DISTANCE OF 55.89 FEET; THENCE N00°19'41"W, A DISTANCE OF 19.20 FEET; THENCE N89°40'19"E, A DISTANCE OF 25.00 FEET; THENCE S00°19'41"E, A DISTANCE OF 19.20 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 37.50 FEET, A DISTANCE OF 34.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°53'16"E, A DISTANCE OF 33.53 FEET; THENCE S53°26'52"E, A DISTANCE OF 72.14 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 347.50 FEET, A DISTANCE OF 223.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S71°51'39"E, A DISTANCE OF 219.53 FEET; THENCE N89°43'33"E, A DISTANCE OF 370.27 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 187.50 FEET, A DISTANCE OF 29.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N85°15'11"E, A DISTANCE OF 29.24 FEET; THENCE N80°46'49"E, A DISTANCE OF 456.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 237.50 FEET, A DISTANCE OF 129.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°06'07"E, A DISTANCE OF 128.36 FEET; THENCE N49°25'26"E, A DISTANCE OF 19.57 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 37.50 FEET, A DISTANCE OF 19.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N34°25'25"E, A DISTANCE OF 19.41 FEET; THENCE N19°25'25"E, A DISTANCE OF 96.42 FEET; THENCE S65°33'51"E, A DISTANCE OF 25.10 FEET TO THE POINT OF BEGINNING.

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SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 41,903 SQUARE FEET  
OR 0.962 ACRES, MORE OR LESS.

SAID INGRESS AND EGRESS EASEMENTS DESCRIBED ABOVE CONTAIN A COMBINED  
AREA OF 137,592 SQUARE FEET OR 3.159 ACRES, MORE OR LESS.

#92025  
10-13-98  
REVISED 11-16-98

E & A CONSULTING GROUP  
12001 "Q" STREET  
OMAHA, NEBRASKA 68137

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98-035152 N

LEGAL DESCRIPTION  
EXHIBIT B  
INGRESS AND EGRESS EASEMENT

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 90, SOUTHERN OAKS; AND ALSO PART OF LOT 2, SOUTHERN OAKS REPLAT TWO; AND ALSO PART OF LOT 2, SOUTHERN OAKS REPLAT I; ALL SUBDIVISIONS LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, SOUTHERN OAKS, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 25TH STREET; THENCE N02°22'04"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 90, SOUTHERN OAKS, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 51.95 FEET TO THE POINT OF BEGINNING; THENCE N86°47'38"W, A DISTANCE OF 419.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90, SOUTHERN OAKS, SAID POINT ALSO BEING THE EAST LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO; THENCE N81°10'14"W, A DISTANCE OF 102.05 FEET; THENCE N86°47'38"W, A DISTANCE OF 131.97 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 78.79 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N73°06'53"W, A DISTANCE OF 78.04 FEET; THENCE N59°26'08"W, A DISTANCE OF 240.39 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A DISTANCE OF 71.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N74°32'45"W, A DISTANCE OF 70.38 FEET; THENCE N89°39'22"W, A DISTANCE OF 89.38 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 85.26 FEET, A DISTANCE OF 68.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°28'37"W, A DISTANCE OF 66.26 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 86.18 FEET, A DISTANCE OF 105.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S79°31'23"W, A DISTANCE OF 98.65 FEET; THENCE N65°33'51"W, A DISTANCE OF 4.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 1, SAID SOUTHERN OAKS REPLAT TWO; THENCE N24°44'29"E ALONG SAID WESTERLY LINE OF LOT 2, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 25.00 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.12 FEET, A DISTANCE OF 73.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N79°31'23"E, A DISTANCE OF 68.81 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 115.43 FEET, A DISTANCE OF 94.59 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N66°51'07"E, A DISTANCE OF 91.96 FEET; THENCE S89°39'22"E, A DISTANCE OF 89.38 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 87.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S74°32'45"E, A DISTANCE OF 86.02 FEET; THENCE S59°26'08"E, A DISTANCE OF 240.39 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A DISTANCE OF 64.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S73°06'53"E, A DISTANCE OF 63.85

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FEET; THENCE S86°47'38"E, A DISTANCE OF 131.97 FEET; THENCE N87°24'20"E, A DISTANCE OF 98.95 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT I, SAID POINT ALSO BEING ON SAID WEST LINE OF LOT 90, SOUTHERN OAKS; THENCE S86°47'38"E, A DISTANCE OF 307.17 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 34.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N88°47'47"E, A DISTANCE OF 34.60 FEET; THENCE N84°23'12"E, A DISTANCE OF 47.06 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING SAID EAST LINE OF LOT 90, SOUTHERN OAKS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING SAID EAST LINE OF LOT 90, SOUTHERN OAKS ON THE FOLLOWING DESCRIBED COURSES; THENCE S05°57'04"E, A DISTANCE OF 15.88 FEET; THENCE N87°37'56"E, A DISTANCE OF 27.00 FEET; THENCE S02°22'04"E, A DISTANCE OF 47.05 FEET TO THE POINT OF BEGINNING.

SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 48,457 SQUARE FEET OR 1.112 ACRES, MORE OR LESS.

#92025  
10-13-98

E & A CONSULTING GROUP  
12001 "Q" STREET  
OMAHA, NEBRASKA 68137

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98-035152Q

LEGAL DESCRIPTION  
EXHIBIT C  
INGRESS AND EGRESS EASEMENT

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 1, SOUTHERN OAKS REPLAT TWO, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, SAID SOUTHERN OAKS REPLAT TWO; THENCE N00°01'24"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 39.98 FEET; THENCE N15°15'30"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 122.42 FEET; THENCE N24°44'29"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE WESTERLY LINE OF LOT 2, SAID SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 174.28 FEET TO THE POINT OF BEGINNING; THENCE N65°33'51"W, A DISTANCE OF 214.80 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 75.31 FEET, A DISTANCE OF 62.65 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N89°23'39"W, A DISTANCE OF 60.86 FEET; THENCE S66°46'33"W, A DISTANCE OF 153.64 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 212.50 FEET, A DISTANCE OF 68.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S76°04'09"W, A DISTANCE OF 68.63 FEET; THENCE S85°21'45"W, A DISTANCE OF 359.14 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 112.50 FEET, A DISTANCE OF 8.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°31'02"W, A DISTANCE OF 8.46 FEET; THENCE S89°40'19"W, A DISTANCE OF 682.61 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DISTANCE OF 17.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S64°32'53"W, A DISTANCE OF 16.98 FEET; THENCE S39°24'43"W, A DISTANCE OF 2.12 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DISTANCE OF 9.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°12'56"W, A DISTANCE OF 9.13 FEET; THENCE S09°29'40"W, A DISTANCE OF 32.10 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19.96 FEET, A DISTANCE OF 10.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S24°27'16"W, A DISTANCE OF 10.30 FEET; THENCE S39°25'38"W, A DISTANCE OF 127.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1170.00 FEET, A DISTANCE OF 46.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N53°11'54"W, A DISTANCE OF 46.05 FEET; THENCE N39°25'27"E, A DISTANCE OF 129.66 FEET; THENCE N39°42'21"E, A DISTANCE OF 48.79 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 39.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°32'53"E, A DISTANCE OF 38.21 FEET; THENCE N89°40'19"E, A DISTANCE OF 682.61 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 87.50 FEET, A DISTANCE OF 6.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°31'02"E, A DISTANCE OF 6.58 FEET;

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THENCE N85°21'45"E, A DISTANCE OF 359.14 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 187.50 FEET, A DISTANCE OF 60.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N76°04'09"E, A DISTANCE OF 60.56 FEET; THENCE N66°46'33"E, A DISTANCE OF 153.64 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 100.31 FEET, A DISTANCE OF 83.44 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S89°23'39"E, A DISTANCE OF 81.06 FEET; THENCE S65°33'51"E, A DISTANCE OF 214.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO; THENCE S24°44'29"W, ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 47,232 SQUARE FEET OR 1.084 ACRES, MORE OR LESS.

AND ALSO TOGETHER WITH;

AN INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 1, SOUTHERN OAKS REPLAT TWO, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, SAID SOUTHERN OAKS REPLAT TWO; THENCE N00°01'24"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 39.98 FEET; THENCE N15°15'30"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 122.42 FEET; THENCE N24°44'29"E ALONG SAID EASTERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 2, SOUTHERN OAKS REPLAT TWO, A DISTANCE OF 174.28 FEET; THENCE N65°33'51"W, A DISTANCE OF 144.32 FEET TO THE POINT OF BEGINNING; THENCE S19°25'25"W, A DISTANCE OF 94.23 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 62.50 FEET, A DISTANCE OF 32.73 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S34°25'25"W, A DISTANCE OF 32.35 FEET; THENCE S49°25'26"W, A DISTANCE OF 19.57 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 262.50 FEET, A DISTANCE OF 143.66 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°06'07"W, A DISTANCE OF 141.87 FEET; THENCE S80°46'49"W, A DISTANCE OF 456.88 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 212.50 FEET, A DISTANCE OF 33.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S85°15'11"W, A DISTANCE OF 33.14 FEET; THENCE S89°43'33"W, A DISTANCE OF 229.33 FEET; THENCE S01°08'57"W, A DISTANCE OF 170.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 1, SOUTHERN OAKS REPLAT TWO, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF DUANE AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 770.00 FEET, A DISTANCE OF 25.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°50'21"W, A DISTANCE OF 25.02 FEET; THENCE N01°08'57"E, A DISTANCE OF 170.95 FEET; THENCE S89°43'33"W, A DISTANCE OF 115.94 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT

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WITH A RADIUS OF 372.50 FEET, A DISTANCE OF 239.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N71°51'39"W, A DISTANCE OF 235.32 FEET; THENCE N53°26'52"W, A DISTANCE OF 72.14 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 62.50 FEET, A DISTANCE OF 57.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N26°53'16"W, A DISTANCE OF 55.89 FEET; THENCE N00°19'41"W, A DISTANCE OF 19.20 FEET; THENCE N89°40'19"E, A DISTANCE OF 25.00 FEET; THENCE S00°19'41"E, A DISTANCE OF 19.20 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 37.50 FEET, A DISTANCE OF 34.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°53'16"E, A DISTANCE OF 33.53 FEET; THENCE S53°26'52"E, A DISTANCE OF 72.14 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 347.50 FEET, A DISTANCE OF 223.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S71°51'39"E, A DISTANCE OF 219.53 FEET; THENCE N89°43'33"E, A DISTANCE OF 370.27 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 187.50 FEET, A DISTANCE OF 29.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N85°15'11"E, A DISTANCE OF 29.24 FEET; THENCE N80°46'49"E, A DISTANCE OF 456.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 237.5 FEET, A DISTANCE OF 129.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°06'07"E, A DISTANCE OF 128.36 FEET; THENCE N49°25'26"E, A DISTANCE OF 19.57 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 37.50 FEET, A DISTANCE OF 19.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N34°25'25"E, A DISTANCE OF 19.41 FEET; THENCE N19°25'25"E, A DISTANCE OF 96.42 FEET; THENCE S65°33'51"E, A DISTANCE OF 25.10 FEET TO THE POINT OF BEGINNING.

SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 41,903 SQUARE FEET OR 0.962 ACRES, MORE OR LESS.

SAID INGRESS AND EGRESS EASEMENTS DESCRIBED ABOVE CONTAIN A COMBINED AREA OF 89,135 SQUARE FEET OR 2.046 ACRES, MORE OR LESS.

#92025  
10-13-98

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