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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/23/2009 11:52:03.33



2009103760

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**RECIPROCAL PERMANENT ACCESS  
 EASEMENT AGREEMENT**

THIS RECIPROCAL PERMANENT ACCESS EASEMENT AGREEMENT is made as of this 18 day of September, 2009 (hereinafter referred to as the "Effective Date"), by and between SEC Accommodator LXXXVII, LLC, a Nebraska limited liability company, whose address is: 13924 Gold Circle, Omaha, Nebraska 68144 (hereinafter referred to as "SEC Accommodator"), Mitchell Auto Auction, L.L.C., a Nebraska limited liability company, whose address is 5402 L Street, Omaha, Nebraska 68117, (hereinafter referred to as "Mitchell") Lithia Real Estate, Inc., an Oregon corporation, whose address is 360 E. Jackson Street, Medford, Oregon 97501 (hereinafter referred to as "Lithia"), and TMB Unlimited, Inc., a Nebraska corporation, whose address is 9009 Platteview Road, Papillion, Nebraska 68046 (hereinafter referred to as "TMB") (all collectively referred to as "Parties").

**RECITALS:**

WHEREAS, SEC Accommodator is the lawful owner of the property legally described and depicted on Exhibit A attached hereto (hereinafter "SEC Accommodator Property");

WHEREAS, Mitchell is the lawful owner of the property legally described and depicted on Exhibit B attached hereto (hereinafter "Mitchell Property");

WHEREAS, Lithia is the lawful owner of the property legally described and depicted on Exhibit C attached hereto (hereinafter "Lithia Property");

WHEREAS, TMB is the lawful owner of the property legally described and depicted on Exhibit D attached hereto (hereinafter "TMB Property");

WHEREAS, the properties described in Exhibits A, B, C and D shall collectively be referred to as "Properties" or "Easement Area" and together are legally described and depicted on Exhibit E which shall also be referred to as Easement Area;

WHEREAS, SEC Accommodator, Mitchell, Lithia and TMB are the lawful owners of the parcels legally described on Exhibit F (all parcels collectively referred to as "Parcels")

WHEREAS, the Parties desire to create reciprocal easements over, upon and across their respective properties of the Easement Area for ingress and egress (but not parking) in favor of the owners, occupants, and mortgagees of the Parcels and their respective officers, directors, members, partners, employees, agents, tenants, subtenants, contractors, invitees, customers, licensees, vendors or concessionaires and fire, rescue and other emergency vehicles (hereinafter referred to as the "Permittees").

35 411655

WHEREAS, by virtue of the recording of this Reciprocal Permanent Access Easement Agreement (hereinafter referred to as the "Access Agreement"), the Properties shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Access Agreement and every grantee of any interest in any of the Parcels, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of said Parcels, 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 Access Agreement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar, the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Reciprocal Access Easement.

(a) SEC Accommodator hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the SEC Accommodator Property for the purpose of providing Mitchell, Lithia and TMB and their Permittees pedestrian and vehicular access over, across and through the SEC Accommodator Property to the Mitchell Parcel, Lithia Parcel and TMB Parcel (but not parking).

(b) Mitchell hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the Mitchell Property for the purpose of providing SEC Accommodator, Lithia and TMB and their Permittees pedestrian and vehicular access over, across and through the Mitchell Property to the SEC Accommodator Parcel, Lithia Parcel and TMB Parcel (but not parking).

(c) Lithia hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the Lithia Property for the purpose of providing SEC Accommodator, Mitchell and TMB and their Permittees pedestrian and vehicular access over, across and through the Lithia Property to the SEC Accommodator Parcel, Mitchell Parcel and TMB Parcel (but not parking).

(d) TMB hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the TMB Property for the purpose of providing SEC Accommodator, Mitchell and Lithia and their Permittees pedestrian and vehicular access over, across and through the TMB Property to the SEC Accommodator Parcel, Mitchell Parcel and Lithia Parcel (but not parking).

2. Nature of Easements. The access easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their respective 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 the easements shall continue for so long as the SEC Accommodator Property, Mitchell Property, Lithia Property and TMB Property remain in existence. No owner or occupant of any of the SEC Accommodator Parcel, Mitchell Parcel, Lithia Parcel and TMB Parcel shall, at any time, obtain any rights or privileges by prescription or otherwise, except as set forth herein.

3. Improvements and Costs and Expenses. Each party shall be responsible for designing, installing and constructing the private roadway, street, drive-lane, access way, exit, entrance and other paved areas on their respective properties.

4. Maintenance, Expenses and Taxes. The parties each agree to maintain, repair, operate, replace and otherwise keep that portion of the roadway, street, drive-lane, access way, exits and entrances on their

respective properties contained within the Easement Area in good repair in their reasonable judgment and discretion.

5. Restrictions. Each owner shall use reasonable efforts to ensure that owners, occupants and their Permittees do not park or block the points of access or drive-lanes running through the Easement Area. No barricades, signs, 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 through the Easement Area.

6. Compliance with Law and Indemnification. SEC Accommodator, Mitchell, Lithia and TMB covenant and agree, with respect to their respective properties, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to SEC Accommodator's, Mitchell's, Lithia's and TMB's failure to maintain its respective properties in a safe condition. SEC Accommodator, Mitchell, Lithia and TMB shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Access Agreement.

7. Effect of Covenants. Each owner and their respective 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 Access Easement or to which this Access Easement 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 Parcels, and shall inure to the benefit of such owners as though the provisions, terms and restrictions of this Access Easement were received and stipulated at length in each and every deed of conveyance.

8. Effect of Subdivision. Notwithstanding the foregoing, in the event that any of the Parcels are subdivided so as to create a parcel or parcels that do not include any of the areas within the Easement Area such parcel or parcels shall not be subject to this Access Agreement.

9. Waiver. No covenant, restriction, condition or provision of this Access Easement 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 Access Easement herein contained, as the case may be, shall not render the remainder of the Access Easement invalid, nor any other part therein contained.

11. Amendment; Modification. This Access Easement may be amended by the written consent and mutual agreement of all the record owners of the SEC Accommodator Property, Mitchell Property, Lithia Property and TMB Property or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

12. Notices. Any demands or notice allowed or required hereunder shall be given in the manner and to the addresses specified in this Access Agreement; provided, however, the Parties may change their address by (i) giving notice to all other owners of record, or (ii) by recording a Notice of Change of Address in the Office of the Register of Deeds of Douglas County, Nebraska.

13. Counterparts. This Access Easement may be executed in one or more counterparts, each of which when so executed, shall be deemed to be an original and all of which counterparts of this Access Easement, taken together, shall constitute but one and the same instrument.

14. Governing Law. This Access Easement shall be construed and governed in accordance with the laws of the State of Nebraska.

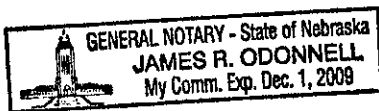
IN WITNESS WHEREOF this Easement was executed the same date as referenced herein above.

SEC ACCOMMODATOR, LLC, a Nebraska  
limited liability company,  
By: SECURITY EXCHANGE  
CORPORATION, a Nebraska Corporation,  
Member  
By: *Ellen Albrecht*  
Vice President

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

Before me, a Notary Public qualified for said County and State, personally came *Ellen Albrecht* Vice President of Security Exchange Corporation, a Nebraska Corporation, Member of SEC Accommodator, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 18 day of September, 2009.



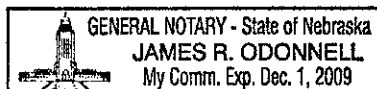
*James R. O'Donnell*  
Notary Public

MITCHELL AUTO AUCTION, LLC, a Nebraska  
limited liability company,  
By: *Mark W. Mitchell*  
Mark W. Mitchell, Member

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

Before me, a Notary Public qualified for said County and State, personally came Mark W. Mitchell, Member of Mitchell Auto Auction, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 18 day of September, 2009.



*James R. O'Donnell*  
Notary Public

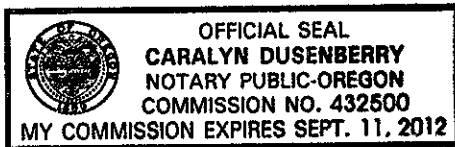
LITHIA REAL ESTATE, INC., an  
Oregon corporation,

By: *[Signature]*  
**MARK DEBOER, President**  
**VICE PRESIDENT**

STATE OF OREGON )  
 )ss.  
COUNTY OF JACKSON )

Before me, a Notary Public qualified for said County and State, personally came Mark DeBock,  
*vice* President of Lithia Real Estate Inc., an Oregon corporation, known to me to be the identical person who signed  
the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on  
behalf of said corporation.

WITNESS my hand and Notary Seal on this 16<sup>th</sup> day of SEPTEMBER, 2009.



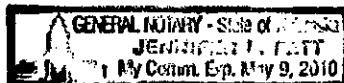
*[Signature]*  
Notary Public

TMB UNLIMITED, INC., a Nebraska corporation  
By: *[Signature]*  
Dixie A. Dunn, President

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

Before me, a Notary Public qualified for said County and State, personally came Dixie A. Dunn,  
President of TMB Unlimited, Inc., a Nebraska corporation, known to me to be the identical person who signed  
the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of  
said corporation.

WITNESS my hand and Notary Seal on this 26<sup>th</sup> day of August, 2009.



*[Signature]*  
Notary Public

LITHA REAL ESTATE, INC., an Oregon corporation,

By: \_\_\_\_\_, President

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public qualified for said County and State, personally came \_\_\_\_\_, President of Lithia Real Estate Inc., an Oregon corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

TMB UNLIMITED, INC., a Nebraska corporation

By: Dixie A. Dunn  
Dixie A. Dunn, President

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

Before me, a Notary Public qualified for said County and State, personally came Dixie A. Dunn, President of TMB Unlimited, Inc., a Nebraska corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 26<sup>th</sup> day of August, 2009.

Jennifer L. Fett  
Notary Public



# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: Intransit Addition

JOB NO: 05675.017

EXHIBIT  
A

DATE: 08/05/09

REVISED: ----

DRAWN: CJG

SHEET NO: 1 OF 1

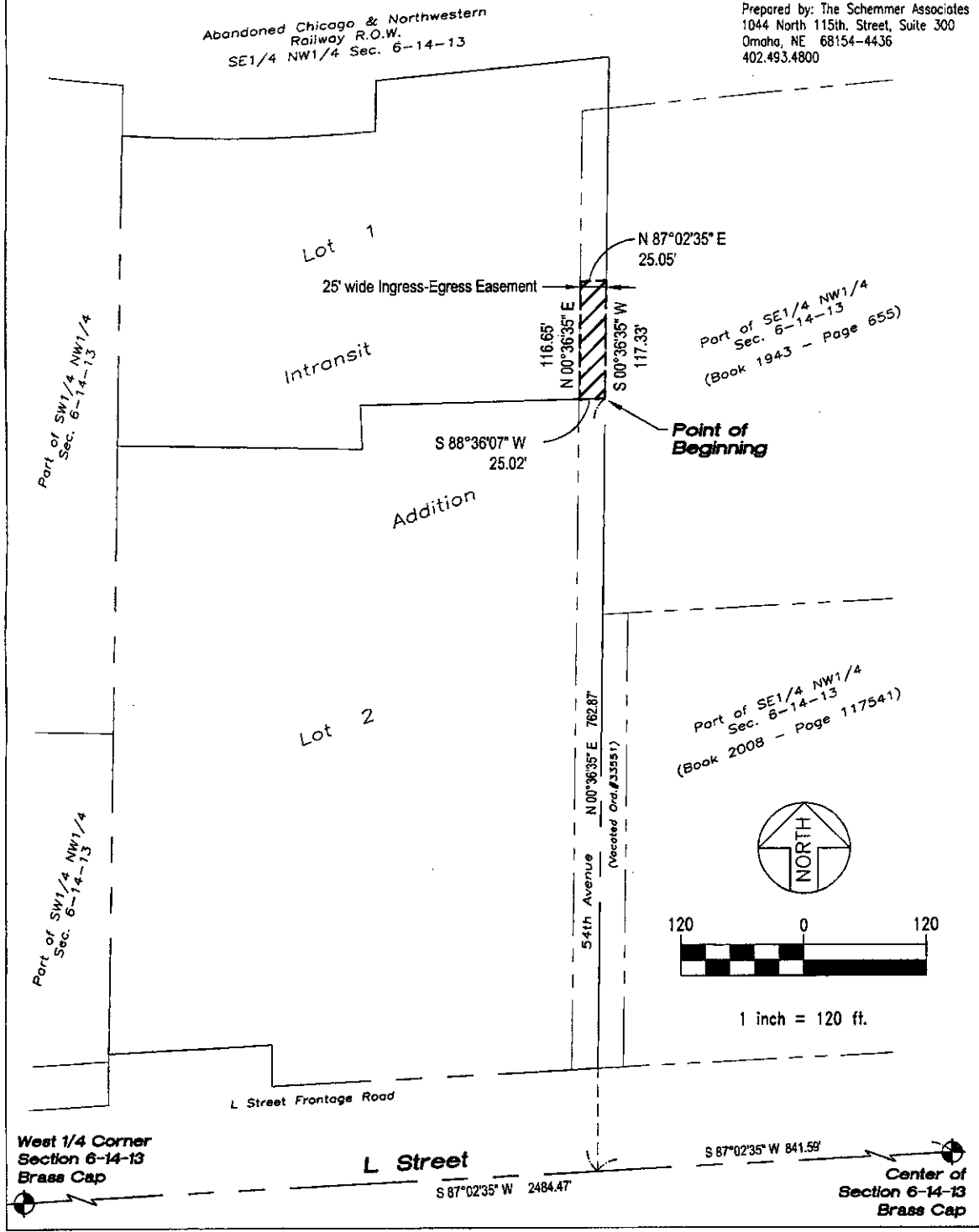
SHEET TITLE: INGRESS-EGRESS EASEMENT

**LEGAL DESCRIPTION**

A 25 foot wide Ingress-Egress Easement located within Lot 1, Intransit Addition, as platted and recorded in Douglas County, Nebraska, being situated in the Southeast One-Quarter of the Northwest One-Quarter on Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska. Being more particularly described as follows: Commencing at the Center of said Section 6, thence South 87°02'35" West (assumed bearing) for 841.59 feet along the south line of said Northwest One-Quarter; thence North 00°36'35" East for 762.87 feet along the centerline of vacated 54th Avenue to the southeast corner of said Lot 1, also being the Point of Beginning; thence South 88°36'07" West for 25.02 feet along the south line of said Lot 1; thence North 00°36'35" East for 116.65 feet along a line 25.00 feet west of and parallel with the centerline of said vacated 54th Avenue; thence North 87°02'35" East for 25.05 feet; thence South 00°36'35" West for 117.33 feet along the centerline of said vacated 54th Avenue, also being the east line of said Lot 1 to the Point of Beginning. Above described easement contains 2,925 Square Feet, more or less.

Abandoned Chicago & Northwestern  
Railway R.O.W.  
SE1/4 NW1/4 Sec. 6-14-13

Prepared by: The Schemmer Associates  
1044 North 115th Street, Suite 300  
Omaha, NE 68154-4436  
402.493.4800



# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: Intransit Addition

JOB NO: 05675.017

**EXHIBIT**  
B

DATE: 07/07/09

REVISED: ----

DRAWN: CJG

SHEET NO: 1 OF 1

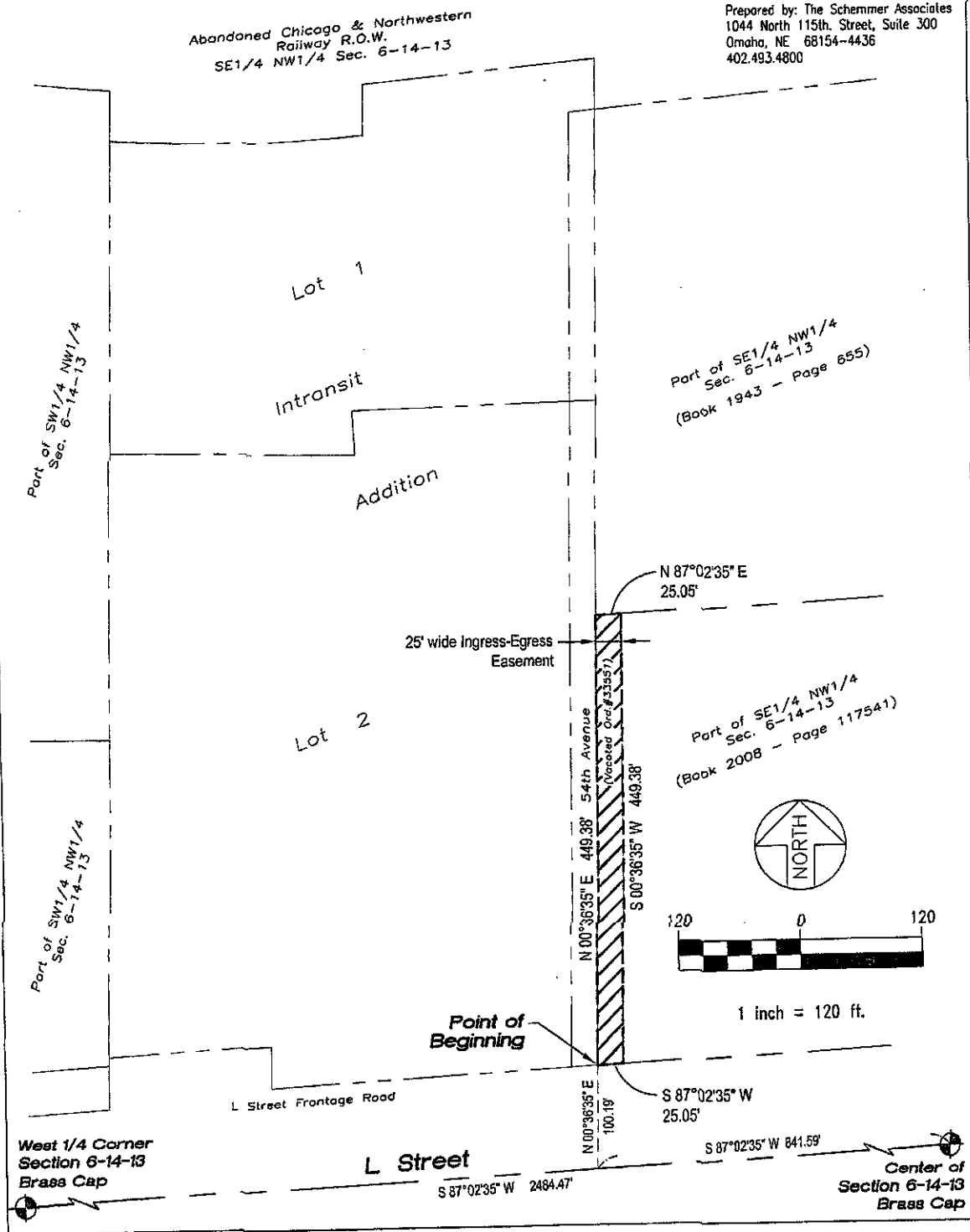
SHEET TITLE: INGRESS-EGRESS EASEMENT

**LEGAL DESCRIPTION**

A 25 foot wide Ingress-Egress Easement located in a parcel, described in Book 2008, Page 117541, filed in the Douglas County Register of Deeds Office, situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska. Being more particularly described as follows: Commencing at the Center of said Section 6, thence South 87°02'35" West (assumed bearing) for 841.59 feet along the south line of said Northwest One-Quarter; thence North 00°36'35" East for 100.19 feet along the southerly extension of the centerline of vacated 54th Avenue to the southwest corner of said parcel described in Book 2008, Page 117541, also being the Point of Beginning; thence continuing North 00°36'35" East for 449.38 feet along said centerline of vacated 54th Avenue; thence North 87°02'35" East for 25.05 feet along the north line of said parcel described in Book 2008, Page 117541; thence South 00°36'35" West for 449.38 feet along a line 25.00 feet east of and parallel with the centerline of said vacated 54th Avenue; thence South 87°02'35" West for 25.05 feet along the south line of said parcel described in Book 2008, Page 117541, to the Point of Beginning. Above described easement contains 11,234 Square Feet, more or less.

Abandoned Chicago & Northwestern  
Railway R.O.W.  
SE1/4 NW1/4 Sec. 6-14-13

Prepared by: The Schemmer Associates  
1044 North 115th. Street, Suite 300  
Omaha, NE 68154-4436  
402.493.4800





# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: Intransit Addition  
 JOB NO: 05675.017

**EXHIBIT**  
 C

DATE: 08/05/09

REVISED: ----

DRAWN: C/JG

SHEET NO: 1 OF 1

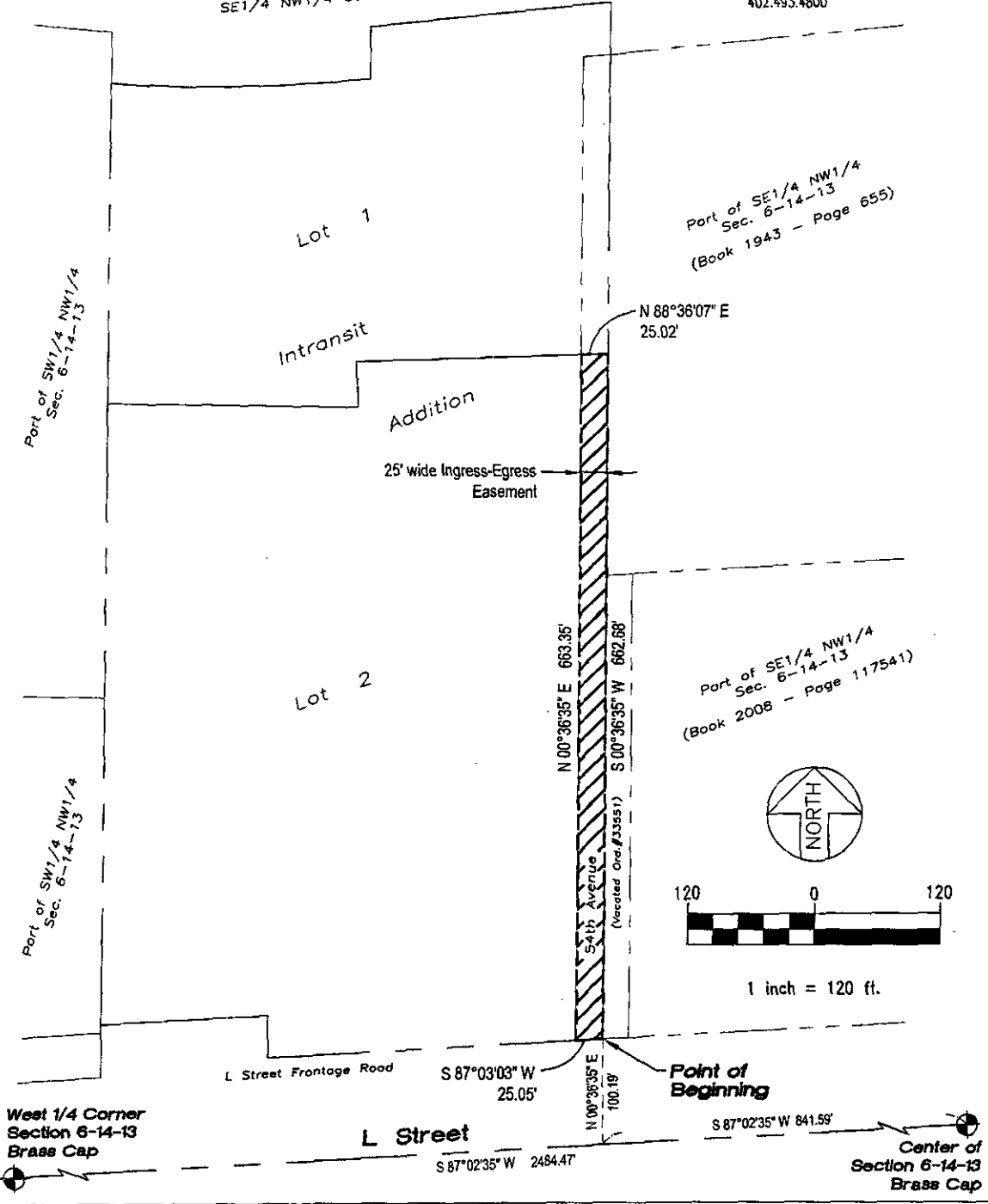
SHEET TITLE: INGRESS-EGRESS EASEMENT

**LEGAL DESCRIPTION**

A 25 foot wide Ingress-Egress Easement located within Lot 2, Intransit Addition, as platted and recorded in Douglas County, Nebraska, being situated in the Southeast One-Quarter of the Northwest One-Quarter on Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska. Being more particularly described as follows: Commencing at the Center of said Section 6, thence South 87°02'35" West (assumed bearing) for 841.59 feet along the south line of said Northwest One-Quarter; thence North 00°36'35" East for 100.19 feet along the southerly extension of the centerline of vacated 54th Avenue to the southeast corner of said Lot 2, also being the Point of Beginning; thence South 87°03'03" West for 25.05 feet along the south line of said Lot 2; thence North 00°36'35" East for 663.35 feet along a line 25.00 feet west of end parallel with the centerline of said vacated 54th Avenue; thence North 88°36'07" East for 25.02 feet along the north line of said Lot 2; thence South 00°36'35" West for 662.68 feet along the centerline of said vacated 54th Avenue also being the east line of said Lot 2 to the Point of Beginning. Above described easement contains 16,575 Square Feet, more or less.

Abandoned Chicago & Northwestern  
 Railway R.O.W.  
 SE1/4 NW1/4 Sec. 6-14-13

Prepared by: The Schemmer Associates  
 1044 North 115th Street, Suite 300  
 Omaha, NE 68154-4436  
 402.493.4800



tabbies  
D

# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: Intransit Addition

JOB NO: 05675.017

DATE: 07/07/09

REVISED: ----

DRAWN: CJG

SHEET NO: 1 OF 1

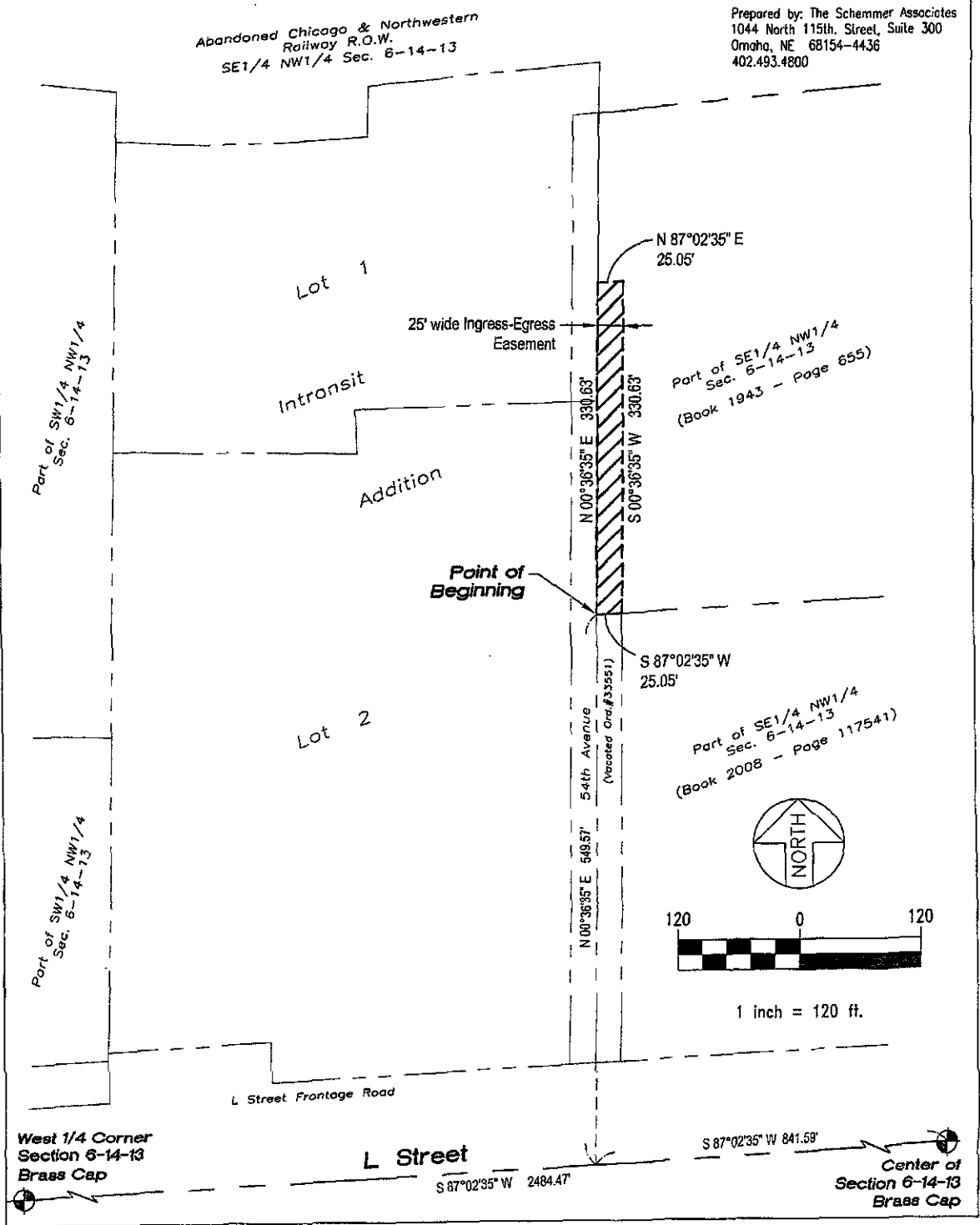
SHEET TITLE: INGRESS-EGRESS EASEMENT

**LEGAL DESCRIPTION**

A 25 foot wide Ingress-Egress Easement located in a parcel, described in Book 1943, Page 655, filed in the Douglas County Register of Deeds Office, situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska. Being more particularly described as follows: Commencing at the Center of said Section 6, thence South 87°02'35" West (assumed bearing) for 841.59 feet along the south line of said Northwest One-Quarter; thence North 00°36'35" East for 549.57 feet along the centerline of vacated 54th Avenue to the southwest corner of said parcel described in Book 1943, Page 655, also being the Point of Beginning; thence continuing North 00°36'35" East for 330.63 feet along said centerline of vacated 54th Avenue; thence North 87°02'35" East for 25.05 feet; thence South 00°36'35" West for 330.63 feet along a line 25.00 feet east of and parallel with the centerline of said vacated 54th Avenue; thence South 87°02'35" West for 25.05 feet along the south line of said parcel described in Book 1943, Page 655, to the Point of Beginning. Above described easement contains 8,266 Square Feet, more or less.

Abandoned Chicago & Northwestern  
Railway R.O.W.  
SE1/4 NW1/4 Sec. 6-14-13

Prepared by: The Schemmer Associates  
1044 North 115th. Street, Suite 300  
Omaha, NE 68154-4436  
402.493.4800



West 1/4 Corner  
Section 6-14-13  
Brass Cap

L Street

S 87°02'35" W 2484.47'

S 87°02'35" W 841.59'

Center of  
Section 6-14-13  
Brass Cap

# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

PROJECT: Intransit Addition

JOB NO: 05675.017

EXHIBIT

tabbies

E

DATE: 06/10/09

REVISED: -----

DRAWN: CJG

SHEET NO: 1 OF 1

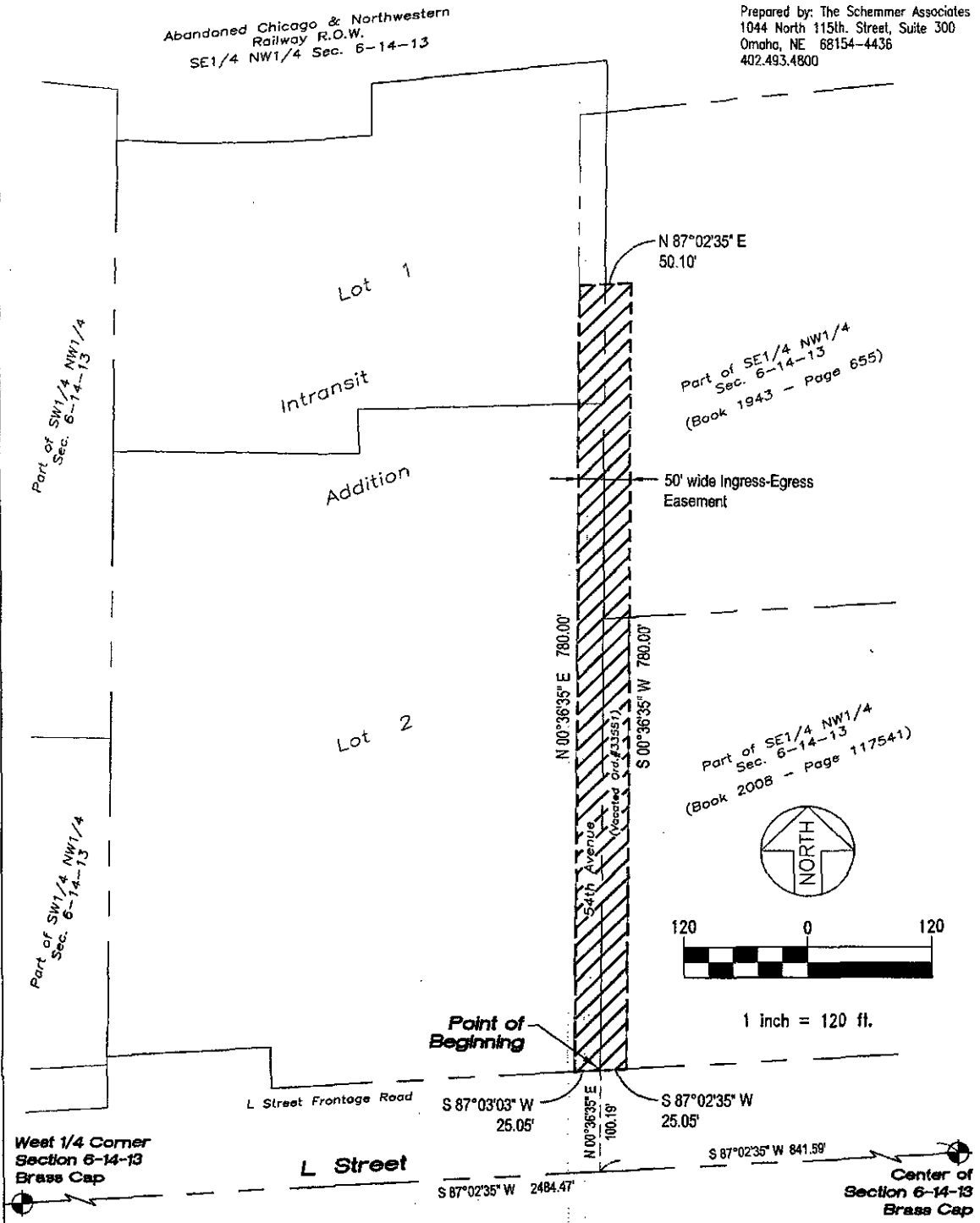
SHEET TITLE: INGRESS-EGRESS EASEMENT

### LEGAL DESCRIPTION

A 50 foot wide Ingress-Egress Easement located in the Southeast One-Quarter of the Northwest One-Quarter on Section 6, Township 14 North, Range 13 East of the 8th P.M., Douglas County, Nebraska. Being more particularly described as follows: Commencing at the Center of said Section 6, thence South 87°02'35" West (assumed bearing) for 841.59 feet along the south line of said Northwest One-Quarter; thence North 00°36'35" East for 100.19 feet along the centerline of vacated 54th Avenue to the southwest corner of a parcel described in Book 2008, Page 117541 in the Douglas County Recorders Office, located in the Southeast One-Quarter of said Northwest One-Quarter, also being the Point of Beginning. Thence South 87°03'03" West for 25.05 feet along the north line of L Street Right-of-Way; thence North 00°36'35" East for 780.00 feet along a line 25.00 feet west of and parallel with the centerline of said vacated 54th Avenue; thence North 87°02'35" East for 50.10 feet; thence South 00°36'35" West for 780.00 feet along a line 25.00 feet east of and parallel with said centerline; thence South 87°02'35" West for 25.05 feet along the south line of said parcel described in said Book 2008, Page 117541, also being the north line of L Street Right-of-Way to the Point of Beginning. Above described easement contains 39,000 Square Feet, more or less.

Abandoned Chicago & Northwestern  
Railway R.O.W.  
SE1/4 NW1/4 Sec. 6-14-13

Prepared by: The Schemmer Associates  
1044 North 115th. Street, Suite 300  
Omaha, NE 68154-4436  
402.493.4800



## EXHIBIT F

**SEC Accommodator Parcel** - Lot 1, Intransit, an Addition to the City of Omaha, Douglas County, Nebraska

**Mitchell Parcel** - That part of Tax Lot (2) in the Southeast Quarter of the Northwest Quarter of Section 6, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., in the City of Omaha, Douglas County, Nebraska described as follows: 01-60000

Commencing at the Southeast corner of said Northwest Quarter; thence North 03 degrees 36 minutes 00 seconds East, along the East line of said Northwest Quarter 60.12 feet; thence West (assumed bearing) along a line 60.00 feet North of and parallel to the South line of said Northwest Quarter 25.03 feet to the point of beginning; thence continuing West along said line 280.42 feet; thence North 03 degrees 36 minutes 00 seconds East 110.74 feet; thence West 160.58 feet to a point on the West line of said Tax Lot Two (2); thence North 03 degrees 36 minutes 00 seconds East, along said West line 295.25 feet to the North line of said Tax Lot Two (2), thence East along said North line 441.00 feet; thence South 03 degrees 36 minutes 00 seconds West, on a line 25.00 feet West of and parallel to the East line of said Northwest Quarter 405.99 feet to the point of beginning together with that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows (South line of said Southeast Quarter of the Northwest Quarter of said Section 6 assumed East-West in direction): Beginning at a point 466.75 feet West of and 100.20 feet North 03 degrees 36 minutes East of the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 6; thence North 03 degrees 36 minutes East along a line 463.83 feet West of and parallel with the East line of said Southeast Quarter of the Southwest Quarter of Section 6, a distance of 450.00 feet; thence West along a line 549.11 feet North of and parallel with the South line of said Southeast Quarter of the Northwest Quarter of Section 6, a distance of 350.00 feet; thence South 03 degrees 36 minutes West along a line 809.15 feet West of and parallel with the East line of said Southeast Quarter of the Northwest Quarter of Section 6, a distance of 450.00 feet; thence East along a line 100.00 feet North of and parallel with the South line of said Southeast Quarter of the Northwest Quarter of Section 6, a distance of 350.00 feet to the point of beginning; together with the East Half of the vacated 54<sup>th</sup> Street adjacent thereto pursuant to Ordinance No. 33551 by the City of Omaha, Nebraska, recorded June 9, 1995 in Book 1148, Page 658 in the Records of Douglas County, Nebraska

**Lithia Parcel** - Lot 2, Intransit, an Addition to the City of Omaha, Douglas County, Nebraska

**TMB Parcel** - That part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 6, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., in Douglas County, Nebraska, more particularly described as follows: Beginning at a point of the East line of said Northwest  $\frac{1}{4}$  which is 465.97 feet North of the Southeast corner of said Northwest  $\frac{1}{4}$  as measured along said East line; thence S 86°24'00" West for 468.09 feet along the

North line of Tax Lot 2; thence North for 84.22 feet; thence South  $86^{\circ}24'00''$  West for 375.05 feet to the East right of way line of 54<sup>th</sup> Street; thence North 549.37 feet along said East right of way line of 54th Street to a point 50.30 feet South of the centerline of the right of way of the Chicago and Northwestern Railway; thence North  $83^{\circ}44'45''$  East for 845.39 feet parallel and 50.00 feet South of the centerline of the right of way of the Chicago and Northwestern Railway to the East line of said Northwest  $\frac{1}{4}$ ; thence South  $00^{\circ}05'52''$  East for 673.04 feet along the East line of said Northwest  $\frac{1}{4}$  to the point of beginning