

PERMANENT RIGHT-OF-WAY AGREEMENT

This agreement made this 18 day of July, 1985, by and between HUGO H. OLTMANNS and MARGARET J. OLTMANNS, General Partners of OLTMANNS ENTERPRISES LIMITED PARTNERSHIP ("Oltmanns") and CONTEMPORARY INDUSTRIES, NEBRASKA, INC. ("Contemporary"),

W I T N E S S E T H:

WHEREAS, Oltmanns is the owner of a certain parcel of land in Douglas County, Nebraska more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel A"); and

WHEREAS, Contemporary is the owner of a certain parcel of land adjoining that land hereinbefore described on the north, said parcel being more particularly described as:

Lot 1, Contemporary Place, as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as "Parcel B").

WHEREAS, the parties, in order to facilitate the flow of vehicular traffic over and between their respective properties, desire to establish mutual and reciprocal rights-of-way over Parcel A and Parcel B.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Oltmanns grants a nonexclusive permanent motor vehicular right-of-way easement over that part of Parcel A delineated in red on Exhibit B for the use of Contemporary, its customers, agents, employees, invitees and licensees.
2. Contemporary grants a nonexclusive permanent motor vehicular right-of-way easement over those parts of Parcel B delineated in blue on Exhibit B for the use of Oltmanns, their customers, agents, employees, invitees and licensees.
3. Each party agrees to maintain the easement areas on their respective properties in such condition and in such a manner as to afford to each other and their customers, agents, employees, invitees and licensees a paved, free, unrestricted and unobstructed access to and from each party's property to the existing public rights-of-way.
4. This agreement shall run with the land and shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
5. The parties and their successors further agree that in the event the use of either of the respective parcels or portions thereof change and the present easements would interfere therewith, the parties will in good faith attempt to relocate the easements to accommodate such change consistent with the reciprocal access herein granted.

WITNESS our hands and seals the day and year first above written.

OLTMANN'S ENTERPRISES

By Hugo H. Oltmanns
Hugo H. Oltmanns, General Partner

By Margaret J. Oltmanns
Margaret J. Oltmanns, General Partner

CONTEMPORARY INDUSTRIES, NEBRASKA, INC.

By David T. Cap President

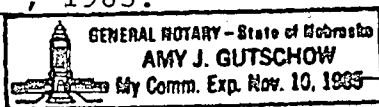
ATTEST:

Nancy Kuhl
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came HUGO H. OLTMANNS and MARGARET J. OLTMANNS, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 15th day of July, 1985.

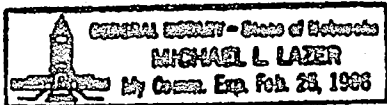


Amy J. Gutschow
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came David T. Cap, Vice, President of CONTEMPORARY INDUSTRIES, NEBRASKA, INC., known to me to be the identical person who signed the foregoing instrument on behalf of said corporation and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 18 day of July, 1985.



Michael L. Lazer
Notary Public

PROJ. NO. 8177

LOCATION Sec. 8-T15N-R12E

To The Office of
GEORGE E. EHRHART
County Surveyor and Engineer
Douglas County

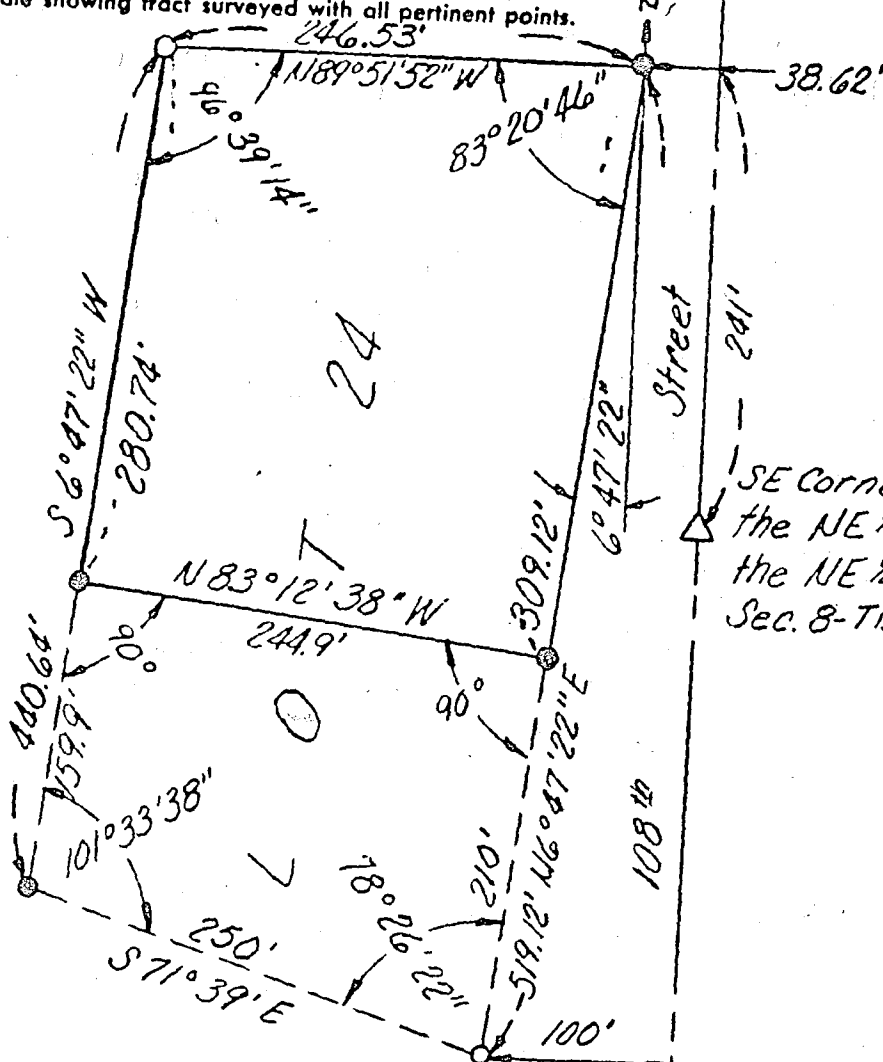
Field Notes:

BOOK **745** PAGE **257**

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska. That part of Lot 24 Maple Heights Addition in the Northeast quarter (NE 1/4) Section 8, Township 15 North Range 12 East of the 6th P.M. Douglas County, Nebraska, as surveyed, plotted and recorded, described as follows: Beginning at the Northeast corner said Lot 24; thence on a bearing of North $89^{\circ} 51' 52''$ West a distance of 246.53; thence on a bearing of south $6^{\circ} 47' 22''$ West a distance of 280.74 feet thence on a bearing of South $83^{\circ} 12' 38''$ East a distance of 244.9 feet. Thence on a bearing of North $6^{\circ} 47' 22''$ East a distance of 309.12 feet to the point of beginning. Containing 1.66 acres more or less. The East line of Section 8 is assumed to bear due north and south.

Plat to scale showing tract surveyed with all pertinent points.



Scale 1"=100'

- - 3/4" Gas Pipe Found
- - 3/4" Gas Pipe Set

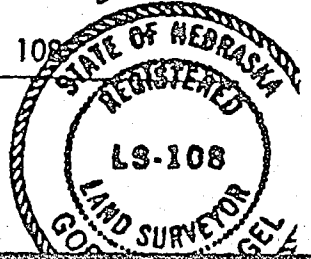
McGAUGHY,
MARSHALL,
McMILLAN &
BACKLUND
Formerly
B. H. Backlund & Associates

Signature of Land Surveyor

Gordon S. Nagel

Date: Nov. 12, 1971

Reg. No. 108

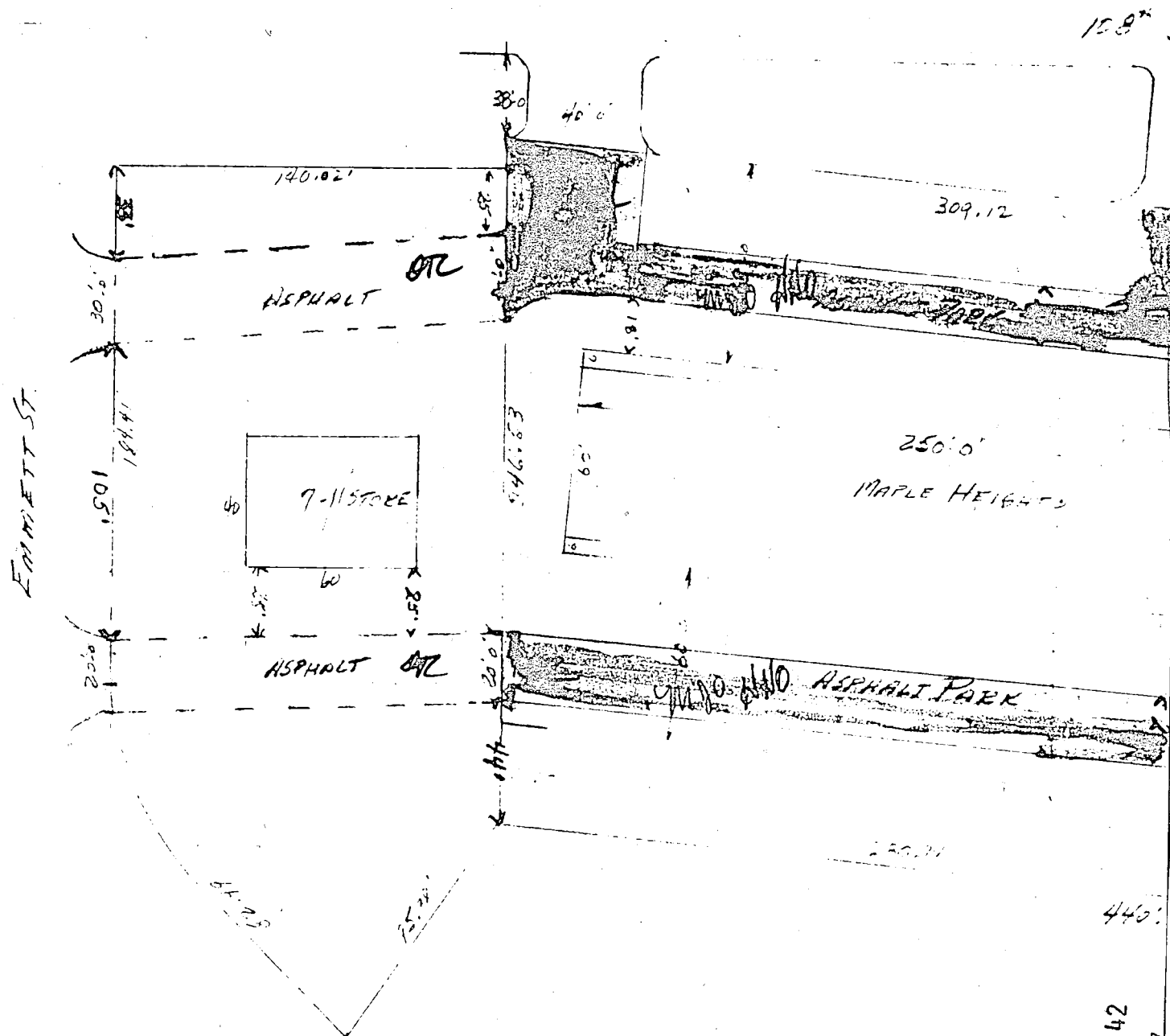


DATE RECEIVED:

OFFICIAL ADDRESS:

EXHIBIT A

BLDG. PERMIT NO.



DRAWING NO:

APPROVED:

X

REVISÉ:

SUPERSEDES DRAWING

NO.

SCALE 1 " = 50 FT.

ALL DIMENSIONS & SIZE DESIGNATIONS
GIVEN ARE SUBJECT TO VERIFICATION
ON JOB SITE AND ADJUSTMENT TO FIT
JOB CONDITIONS.

CUSTOMER:



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1985 JUL 18 PM 2:42

CEORCE I. DISCOURT

BY

DE

150th Street

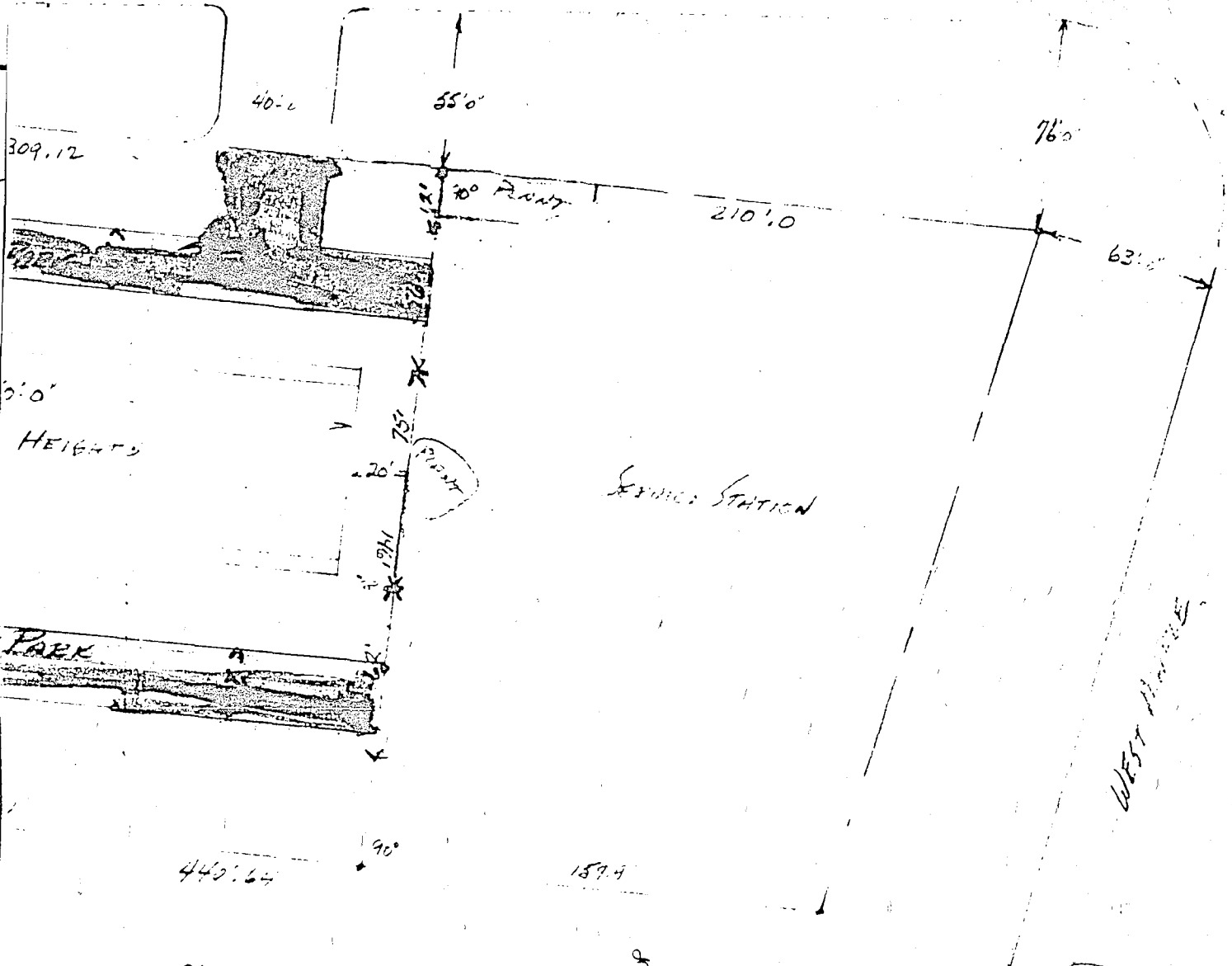


EXHIBIT "B"

RECEIVED

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GEORGE J. BUGLEWICZ
REGISTER, CHIEF CLERK
DOUGLAS COUNTY, NEBR.

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Del xy

Index 11/1/21

Compd 22

N 99a 283 JP 85-27 JP

Rec'd

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BY:

1175 MISC B

DESIGNER:

THIS IS AN ORIGINAL DESIGN AND
MUST NOT BE RELEASED OR COPIED
UNLESS APPLICABLE FEE HAS BEEN
PAID OR JOB ORDER PLACED.