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EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 9 day of March, 1995, by and between Bill Kaltsounis and Stella Kaltsounis (hereinafter collectively referred to as "Kaltsounis"), and Mission Village Partnership, a Nebraska general partnership ("Mission Village");

RECITALS

This Agreement is made with respect to the following facts and objectives, the truth and accuracy of which are expressly acknowledged by all parties:

1. Kaltsounis is the owner of the following described real estate:

Lot 4, Mission Park, a subdivision surveyed, platted and recorded in Douglas County, Nebraska (the "Kaltsounis Real Estate").

2. Mission Village is the owner of the following described real estate:

Part of Lot 5, Mission Park, a subdivision surveyed, platted and recorded in Douglas County, Nebraska, and legally described on Exhibit "A" attached hereto (the "Mission Village Real Estate").

3. Kaltsounis desires to acquire a perpetual non-exclusive easement to drain surface water from the Kaltsounis Real Estate onto and over the west ten (10) feet of the Mission Village Real Estate adjacent to the Kaltsounis Real Estate, and into the storm sewer inlet located in the southwestern corner of the Mission Village Real Estate, on the terms set forth herein.

4. Mission Village desires to grant Kaltsounis a perpetual non-exclusive easement to drain surface water from the Kaltsounis Real Estate onto and over the west ten (10) feet of the Mission Village Real Estate adjacent to the Kaltsounis Real Estate, and into the storm sewer inlet located in the southwestern corner of the Mission Village Real Estate, on the terms hereinafter provided.

Jan Braet  
44 Regency Pkwy DR  
Suite 302  
Omaha NE 68114

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5. Kaltsounis desires to acquire from Mission Village a perpetual non-exclusive parking easement to park up to fifteen (15) cars on the parking areas constructed on the Mission Village Real Estate and generally depicted upon the drawing attached hereto as Exhibit "B", on the terms set forth herein.

6. Mission Village desires to grant to Kaltsounis a perpetual non-exclusive parking easement to park up to fifteen (15) cars on the parking areas constructed on the Mission Village Real Estate and generally depicted upon the drawing attached hereto as Exhibit "B", on the terms set forth herein.

7. The parties each desire to provide for their respective obligations with respect to the easements to be granted herein on the terms hereinafter specified.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are made a contractual part hereof, the payment of Ten and no/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Mission Village hereby grants unto Kaltsounis, all successors in title to or assigns of the Kaltsounis Real Estate, and all present and future tenants, licensees, and occupants of the Kaltsounis Real Estate or any portion thereof:

(i) a perpetual, non-exclusive easement to drain surface water from the Kaltsounis Real Estate over, upon, along and across the west ten (10) feet of the Mission Village Real Estate adjacent to the Kaltsounis Real Estate into the storm sewer inlet located in the southwestern corner of the Mission Village Real Estate (the "Surface Water Easement");

(ii) a perpetual non-exclusive easement to use Fifteen (15) parking spaces in the parking areas located on the Mission Village Real Estate and generally depicted upon the drawing attached hereto as Exhibit "B" and incorporated herein by this reference (the "Parking Easement"); and

(iii) a perpetual non-exclusive easement of ingress, egress, and passage to, in, upon, over, and across all driveways and entrances from 168th Street, and parking areas located on or connected with the Mission Village Real Estate to provide access, ingress and egress to and from the parking spaces granted by the Parking Easement and the Kaltsounis Real Estate.

To have and to hold unto Kaltsounis, his successors and assigns forever.

2. (a) The Surface Water Easement shall encompass the west ten (10) feet of the Mission Village Real Estate adjacent to the Kaltsounis Real Estate and shall commence from the northeast corner of the Kaltsounis Real Estate and extend south to the storm sewer inlet located on the southwest corner of the Mission Village Real Estate. Kaltsounis may, at his option and expense, have a survey prepared so as to set forth an individual legal description and drawing of the exact location of the Surface Water Easement (the "Survey"), either before or after the execution of this Agreement. If Kaltsounis has the Survey prepared, the Survey, when completed, shall be initialled by Kaltsounis, marked Exhibit "C", attached to this Agreement and made a part hereof by this reference. The Survey shall supersede and replace all descriptions herein of the location of the Surface Water Easement. Kaltsounis may re-record this Easement Agreement with the Survey attached.

(b) The parties agree that no parking by employees, customers, tenants or other occupants of the Kaltsounis Real Estate shall be permitted upon the Parking Easement at times when there are vacant and unused parking spaces available for parking on the Kaltsounis Real Estate.

(c) The parties agree that only five (5) of the non-exclusive parking spaces located on the Mission Village Real Estate may be taken into consideration or counted in determining the adequacy of parking with respect to the Kaltsounis Real Estate. The remaining ten (10) non-exclusive parking spaces may not be counted for the adequacy of parking with respect to the Kaltsounis Real Estate.

3. Mission Village and all successors in title to or assigns of the Mission Village Real Estate, hereby agree and covenant that no buildings, or other structures, shall be placed in, on, over, or across the Surface Water Easement and the Parking Easement by Mission Village or its successors and assigns.

4. Mission Village hereby represents and covenants that it is the owner of the fee simple interest in the Mission Village Real Estate and that it has the right to grant and convey the Surface Water Easement and Parking Easement in the manner and form set forth herein.

5. This Agreement shall be perpetual and the easements granted and the covenants contained herein shall at all times be construed as covenants and easements running with the Kaltsounis Real Estate and the Mission Village Real Estate and shall be binding upon and inure to the benefit of Kaltsounis and Mission Village and their respective successors in title and assigns, including, but not limited to, all subsequent owners of the Kaltsounis Real Estate and the Mission Village Real Estate, or any portion thereof, and all other persons claiming by, through or under any of them. Upon transfer of the Kaltsounis Real Estate or

the Mission Village Real Estate, all rights and obligations of each successive transferor of either property under this Agreement shall inure to and be binding upon all successive transferees of such property without any formal assignment of these presents or assumption agreement. Notwithstanding any other provision hereof, upon transfer of either the Kaltsounis Real Estate or the Mission Village Real Estate by a party hereto, or their successors or assigns, the transferor of the property shall be relieved of all personal liability for the performance of the obligations contained herein and the transferee shall succeed to such obligations.

6. In the event of a default of this Agreement, the non-defaulting party shall be entitled to all remedies at law or equity.

7. Communications relating to this Agreement must be in writing and must be delivered personally, sent by first class mail, postage prepaid, or by private messenger or overnight courier service, to the parties or their assigns at the following addresses:

If to Kaltsounis: Mr. Bill Kaltsounis  
3515 S. 161st Street  
Omaha, Nebraska 68130

With a copy to: Mr. W. Patrick Betterman  
444 Regency Parkway Drive, # 302  
Omaha, Nebraska 68114  
FAX: 402-393-8645

If to Mission Village: Mr. Gerald L. Torczon  
B.H.I. Investment Company  
5004 S. 110th Street  
Omaha, Nebraska 68137

With a copy to: Mr. John Q. Bachman  
10050 Regency Circle # 200  
Omaha, Nebraska 68114  
FAX: (402) 397-4853

A party may change these addresses by written notice to the other party. Communications will be effective when actually received.

8. This Agreement has been delivered and accepted within the State of Nebraska, and will be interpreted and enforced in accordance with the laws of the State of Nebraska.

9. This Agreement may only be modified if the modification is in writing and signed by all parties hereto or their successors and assigns.

10. In the event any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision will be severable from the remainder thereof and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

11. The parties agree to take any and all actions and to execute and deliver, from time to time and at any time before or after the execution hereof, such further documents as may reasonably be requested by any other party in order to carry out and effectuate completely the purposes and intent of this Agreement.

12. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein and is intended to fully integrate the parties' agreement. No prior negotiations, discussions, understandings or agreements which are not set forth in this Agreement will be binding upon or enforceable against the parties. The obligations and covenants of the parties contained herein shall all survive the execution of these presents.


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

  
BILL KALTSOUNIS

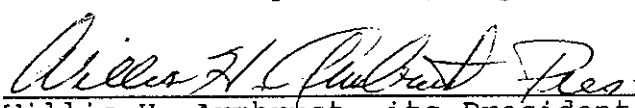
  
STELLA KALTSOUNIS

MISSION VILLAGE PARTNERSHIP, a  
Nebraska general partnership,

By: B.H.I. INVESTMENT COMPANY, a Nebraska  
corporation, a partner

By:   
Gerald Torczon, its President  
and

By: WILLIS ARMBRUST SALES SERVICE, INC.,  
a Nebraska Corporation, a partner

By:   
Willis H. Armbrust, its President

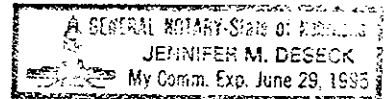
STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8  
day of March, 1995, by Bill Kaltsounis.

Witness my hand and official seal the day and year last above  
written.

Jennifer M. Deseck  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



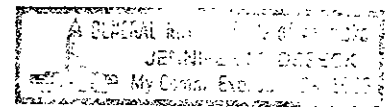
STATE OF NEBRASKA     )  
                                  )  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8  
day of March, 1995, by Stella Kaltsounis.

Witness my hand and official seal the day and year last above  
written.

Jennifer M. Deseck  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

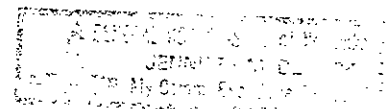


STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8  
day of March, 1995, by Gerald Torczon, President of B.H.I.  
Investment Company, a Nebraska corporation, a partner of Mission  
Village Partnership, a Nebraska partnership, on behalf of the  
partnership.

Witness my hand and official seal the day and year last above  
written.

Jennifer M. Deseck  
Notary Public

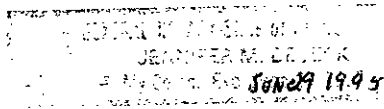


NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 1995, by Willis Armbrust, President of Willis Armbrust Sales Service, Inc., a Nebraska corporation, a partner of Mission Village Partnership, a Nebraska partnership, on behalf of the partnership.

Witness my hand and official seal the day and year last above written.



Quincy M. Desch  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

I hereby certify that this plot, 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.

BOOK 1068 PAGE 622

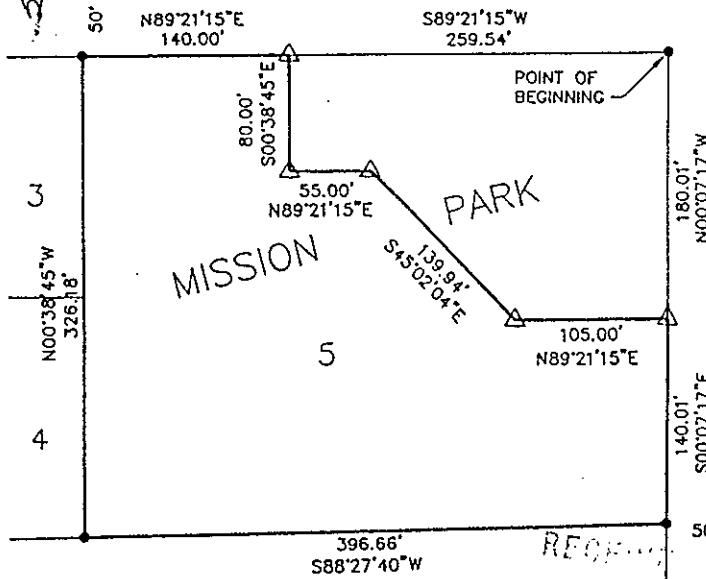
LEGAL DESCRIPTION

Lot 5, MISSION PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT for that part described as follows:  
Beginning at the northeast corner of said Lot 5, MISSION PARK;  
Thence South 89°21'15" West (bearings referenced to the MISSION PARK Final Plat) for 259.54 feet along the north line of said Lot 5, MISSION PARK;  
Thence South 00°38'45" East for 80.00 feet;  
Thence North 89°21'15" East for 55.00 feet;  
Thence South 45°02'04" East for 139.94 feet;  
Thence North 89°21'15" East for 105.00 feet;  
Thence North 00°07'17" West for 180.01 feet to the Point of Beginning.  
The remaining parcel contains 2.12 acres.

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Date 4-23-93

"Q" STREET



100 50 0 100

168th STREET

Approved as a subdivision of any two (2) lots with plan requirement waived per Section 7.08 Home Rule. This subdivision was recorded with the county clerk on 4/23/93.

LEGEND

- △ CORNERS SET
- CORNERS FOUND

NOTES:

1. ALL PINS ARE 5/8" REBAR.
2. ALL DIMENSIONS ARE PLAT AND ACTUAL

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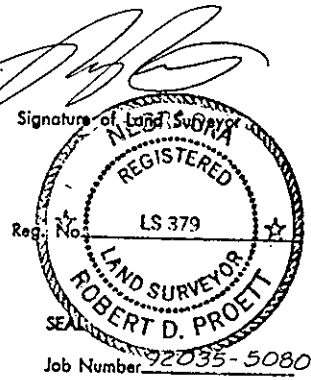
GEORGE J. BUSCH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

DATE RECEIVED: \_\_\_\_\_ Date: October 8, 1992

OFFICIAL ADDRESS: 5230 S. 168th St

BLDG. PERMIT NO.: \_\_\_\_\_

Book 2387 Page \_\_\_\_\_

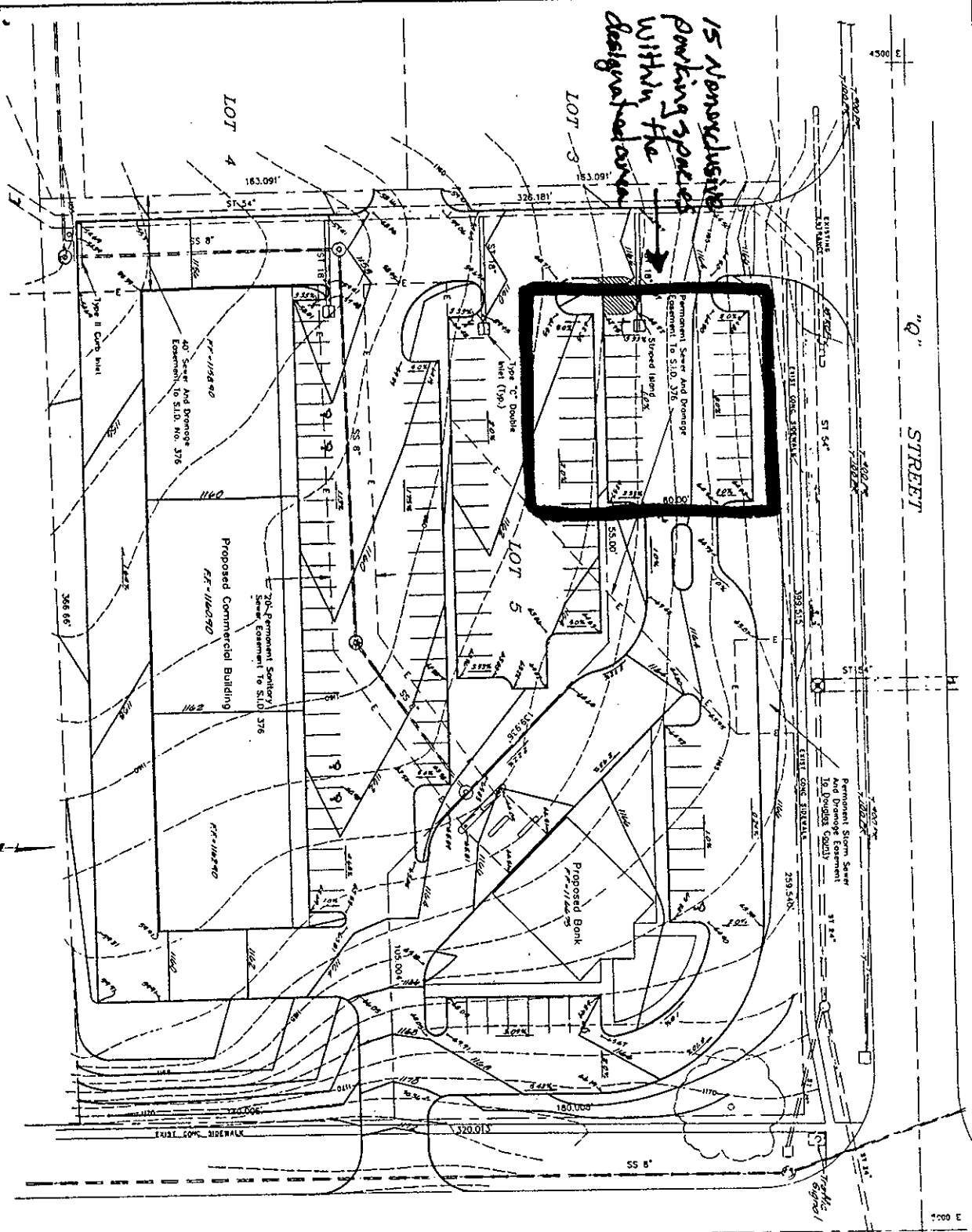


**lamp, rynearson & associates, inc.**  
architects engineers surveyors planners  
14747 california street omaha, nebraska 68154 402-496-2498

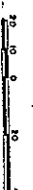
Exhibit "A"



15 Nonexclusive  
parking spaces  
within the  
designated area



SITE PLAN



NOTES:

1. The existing ground surface is shown by the dashed line. The proposed grading is shown by the solid line. The proposed grading shall be in accordance with the attached grading plan.
2. The proposed grading shall be in accordance with the attached grading plan.
3. The proposed grading shall be in accordance with the attached grading plan.
4. The proposed grading shall be in accordance with the attached grading plan.

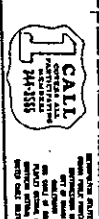
SCHEDULE OF APPROXIMATE QUANTITIES

ITEM	QUANTITY	UNIT
1. Gravel	1,000	CY
2. Sand	1,000	CY

LEGEND

- EXISTING: Dashed line
- PROPOSED: Solid line
- PROPOSED: Dotted line
- PROPOSED: Dash-dot line

NOTE: ALL ELEVATIONS ARE IN FEET AND INCHES. ELEVATIONS ARE GIVEN TO THE CENTER OF THE LOT. ELEVATIONS ARE GIVEN TO THE CENTER OF THE LOT. ELEVATIONS ARE GIVEN TO THE CENTER OF THE LOT.



**lamp, ryneason & associates, inc.**  
architects engineers surveyors  
1000 10th Street, Suite 100, San Francisco, CA 94103  
415.398.1000

MISSION PARK LOT 5 **Exhibit B'**

PRELIMINARY GRADING PLAN

PROJECT: 1000 10th Street, Suite 100, San Francisco, CA 94103  
DATE: 10-2-92  
DRAWN: J. R. RYNEASON  
CHECKED: J. R. RYNEASON  
APPROVED: J. R. RYNEASON