

EASEMENT AGREEMENT

This instrument executed this 27th day of July, 1981, between ESSEX REGENCY, LTD., a Nebraska limited partnership, (hereinafter "ESSEX") and DLR BUILDING CO., a Nebraska partnership, (herein "DLR").

A. RECITALS

1. Parcel B Ownership. ESSEX is the owner of Parcel B as shown on the plat attached hereto as Exhibit "A" hereof, and which is more fully described on Parcel B on Exhibit "B" hereof.

2. Parcel F Ownership. DLR is the owner of Parcel F as shown on the plat attached hereto as Exhibit "A" hereof and which is more particularly described on Parcel F on Exhibit "B" hereof.

3. Purpose. ESSEX and DLR desires hereby to grant a non-exclusive permanent easement over, through and across the property described as Parcel F on Exhibit "B" for the purpose of providing ESSEX, its successors and assigns access for ingress and egress to and from the property described as Parcel B on Exhibit "B" on to Essex Court, which is shown on Exhibit "A" attached hereto, and is further desirous of granting a non-exclusive permanent easement for parking of motor vehicles upon all of the areas included in the property described as Parcel F on Exhibit "B" which are presently designated, marked and being used for automobile parking which easement shall be in favor of ESSEX, its successors and assigns and for the benefit of the tenants, servants, visitors and licensees of ESSEX and its successors and assigns.

B. AGREEMENT

DLR for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, agrees as follows:

C. TERMS

1. Vehicular Access Drive Easement.

a. Grant of Easements: DLR does hereby grant unto ESSEX, for the benefit of ESSEX, its successors and assigns, and for the benefit of the tenants, servants, visitors and licensees of ESSEX, its successors and assigns, a non-exclusive permanent easement over, through and across the property described as Parcel F on Exhibit "B" for the purpose of providing ESSEX, its successors and assigns, and the tenants, servants, visitors and licensees of ESSEX and its successors and assigns, the right of ingress and egress to and from the property described as Parcel B on Exhibit "B" onto the area designated on Exhibit "A" as Essex Court, which is an undedicated street.

2. Parking Easement.

a. Grant of Easements: DLR does hereby grant unto ESSEX, for the benefit of ESSEX, its successors and assigns, and for the benefit of the tenants, servants, visitors and licensees of ESSEX and its successors and assigns a non-exclusive permanent easement for parking of motor vehicles upon all of the areas included in the property described as Parcel F on Exhibit "B" attached hereto which are presently designated, marked and being used for automobile parking.

b. Use: The parking areas referred to in 2.a. above shall be used for the parking of motor vehicles for the comfort and convenience of the tenants, servants, visitors and licensees of all occupants of the building located on Parcel B which is now known as Merrill Lynch Plaza.

c. Limitations on Use: No parking shall be permitted upon the above described parking areas except during such time as the operator or said vehicle is actually transacting business on Parcel B, whether as tenants in the building located on Parcel B or customers and invitees of such tenants.

3. Eminent Domain.

a. Owner's Right to Award. Nothing herein shall be construed to give ESSEX any interest in any award or payment made to DLR in connection

with any exercise of eminent domain affecting the DLR tract. Any award attributable to the DLR tract on such portion of the easement areas shall be payable only to the owner in fee thereof, and no claim thereon shall be made by ESSEX for the loss of its easement rights by eminent domain.

4. Maintenance of Area. It shall be the responsibility of DLR to properly maintain the parking area, and ESSEX shall have no responsibility for the same.

5. Agreement.

a. Modification - Cancellation: This agreement may be modified or cancelled only by the written consent of the record owners of both Parcels B and F, and may not be cancelled at any time that Parcel B is subject to the lien of a real estate mortgage.

b. Breach: In the event of the breach or threatened breach of this agreement by either owner, the other owner shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

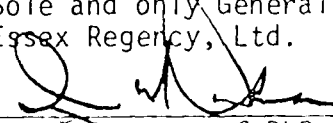
6. Rights of Successors. All provisions of this agreement, including the benefits and burdens thereof, shall run with the land and are binding upon and inure to the benefit of ESSEX and DLR and their successors and assigns.

7. Marginal Headings. The marginal headings contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

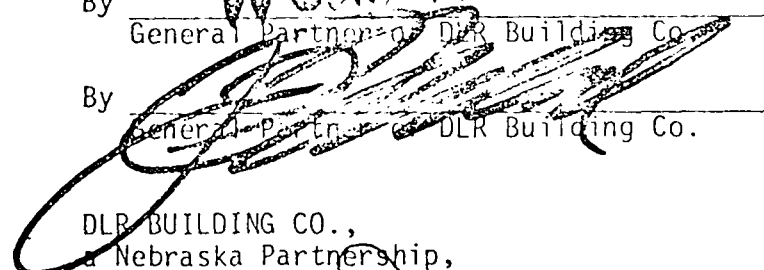
IN WITNESS WHEREOF, the parties have executed this agreement.

ESSEX REGENCY, LTD.,
a Nebraska Limited Partnership

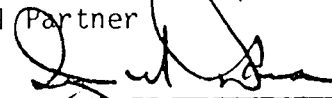
By: DLR BUILDING CO.,
a Nebraska Partnership,
Sole and only General Partner of
Essex Regency, Ltd.


By  _____
General Partner of DLR Building Co.

By  _____
General Partner of DLR Building Co.

By  _____
General Partner of DLR Building Co.

DLR BUILDING CO.,
a Nebraska Partnership,
General Partner

By  _____
Partner

By  _____
Partner

By  _____
Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of July, 1981, the foregoing Easement Agreement was acknowledged before me, a Notary Public in and for said County and State, by IRVING R. DANA, WILLIAM L. LARSON and JAMES P. ROUBAL, being all of the general partners of DLR BUILDING CO., a Nebraska partnership, on behalf of said partnership, and the said Irving R. Dana, William L. Larson and James P. Roubal acknowledged the execution thereof to be the voluntary act and deed of said DLR Building Co. as the sole and only general partner of ESSEX REGENCY, LTD.



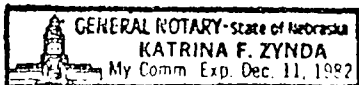
Katrina F. Zynda
Notary Public

My Commission expires:

12-11-82

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of July, 1981, the foregoing Easement Agreement was acknowledged before me, a Notary Public in and for said County and State, by IRVING R. DANA, WILLIAM L. LARSON and JAMES P. ROUBAL, being all of the partners of DLR Building Co., a Nebraska partnership, on behalf of said partnership, and the said Irving R. Dana, William L. Larson and James P. Roubal acknowledge the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said DLR Building co.



Katrina F. Zynda
Notary Public

My Commission expires:

12-11-82

POOR INSTRUMENT FILED

LOT
1163

VEHICULAR (EASEMENT)
ACCESS WITHIN
THIS 40' WIDE
AREA (ACCESS TO
AREA 20' WIDE) WHEN
BE SITE PLAN
APPROVED

REGENCY

SECOND

ADDITION

R=650.00'
CH=114.24'
S15°25'01"E
ARC=114.39'

S67°20'14"W
34.48'

KOOPER
PARCEL

R=145.00'
CH=208.61'
S21°20'14"W
ARC=232.83'

VEHICULAR (EASEMENT)
ACCESS WITHIN
THIS AREA

PARCEL "A"

S24°39'46"E
76.29'

POINT OF BEGINNING

201.87' N 81°49'43"E
489.37'

N 00°04'16"W
84.75'

N 05°37'03"E
175.432'

PARCEL "B"

ESSEX
PARCEL

S15°17'19"W
10.00'

280.58' N 74°44'11"W

SIGHT CORRIDOR

189.84' N 74°44'11"W

53.46' 70'

PARCEL "F"
DLR PARCEL

PARCEL "C"

ESSEX COURT

PARCEL "E"

PARCEL "D"

DRIVE

PARKWAY

PARKWAY

SEWER EASEMENT

1" = 100'

PARCEL B

Part of Lot 162, Regency 2nd Addition, a subdivision in Section 21, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

Commencing at the Southeasterly corner of Lot 162 C, Regency Lake Addition, a subdivision in said Section 21 (said corner formerly being the Southeasterly corner of said Lot 162); thence N0°01'00"W (assumed bearing) a distance of 1224.45 feet; thence N89°59'00"E a distance of 53.46 feet to the point of beginning, said point being on the Westerly right-of-way (ROW) line of Regency Parkway Drive; thence N74°44'11"W a distance of 189.84 feet; thence S15°15'49"W a distance of 10.00 feet; thence N74°44'11"W a distance of 280.58 feet to a point on the Easterly ROW line of Interstate Highway No. 680 (I-680); thence N5°37'03"E along said Easterly ROW line of I-680 a distance of 179.92 feet; thence N0°04'46"W along said Easterly ROW line of I-680 a distance of 70.34 feet; thence southeasterly on a curve to the left said curve having a radius of 40.00 feet, a long chord of 70.63 feet bearing S28°01'06"E and an arc length of 86.52 feet; thence N81°49'43"E a distance of 204.52 feet; thence S15°15'49"W a distance of 66.37 feet; thence N74°44'11"W a distance of 18.00 feet; thence S15°15'49"W a distance of 65.18 feet; thence S74°44'11"E a distance of 18.00 feet; thence S15°15'49"W a distance of 99.48 feet; thence S74°44'11"E a distance of 205.00 feet to a point on said Westerly ROW line of Regency Parkway Drive; thence Southeasterly along said Westerly ROW line of Regency Parkway Drive on a curve to the left, said curve having a radius of 145.00 feet, a long chord of 14.41 feet bearing S21°48'55"E and an arch length of 14.41 feet to a point of tangency; thence S24°39'46"E along said Westerly ROW line of Regency Parkway Drive a distance of 76.29 feet to the point of beginning and containing 75,311 square feet more or less.

(The East line of the Northeast quarter (NE¹/₄) of said Section 21 is assumed to have a due North-South bearing).

PARCEL F

- Part of Lot 162, Regency 2nd Addition, a subdivision in Section 21, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the southeasterly corner of Lot 162C Regency Lake Replat, a subdivision in said Section 21, said southeasterly corner formerly being the southeasterly corner of said Lot 162; thence N00°01'00"W a distance of 871.26 feet; thence S89°59'00"W a distance of 239.83 feet to the point of beginning; thence N74°44'11"W a distance of 221.76 feet to a point on the easterly right-of-way of Interstate Highway 68 (I-680); thence northeasterly along said easterly right-of-way of I-680 on a curve to the left, said curve having a radius of 2084.90 feet, a long chord of 224.44 feet bearing N8°15'56"E, and an arc length of 224.54 feet; to a point of tangency; thence N5°37'03"E along said easterly right-of-way of I-680 a distance of 187.89 feet; thence S74°44'11"E a distance of 280.58 feet; thence S15°15'49"W a distance of 156.00 feet to a point on the right-of-way of Essex Court; thence N74°44'11"W along said right-of-way of Essex Court a distance of 50.00 feet; thence S15°15'49"W along said right-of-way of Essex Court a distance of 100.00 feet, thence S74°44'11"E along said right-of-way of Essex Court a distance of 50.00 feet; thence S15°15'49"W a distance of 152.00 feet to the point of beginning, and containing 2.21 acres more or less.

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RECEIVED

1981 AUG -6 AM 9:36

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Handwritten: Book 656 Page 722

Handwritten: - 16 -

Handwritten: 15-21
INDEXED
CORRECTED
1981-2600
11-26-81