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By

RICHARD N. JARECKI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PERMANENT DRIVEWAY EASEMENT

This Permanent Driveway Easement is made and entered into this 15 day of May, 1999 by and between ROLAND F. WAITE ("hereinafter "Waite") and WAITE DEVELOPMENT COMPANY, a partnership (hereinafter "Waite Development").

PRELIMINARY STATEMENT

Waite is the present owner of Lots 22, 23 and 24, Lakeside Hills, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Waite Property").

Waite Development is now the owner of Lots 25 and 26, Lakeside Hills (the "Waite Development Property") and has requested a permanent ingress and egress access easement to locate a driveway on the westerly 20 feet of Lot 24 of the Waite Property, the specific location of the easement area being shown on Exhibit "A" attached hereto and incorporated herein by this reference. Waite agrees to grant to Waite Development a non-exclusive permanent ingress and egress access agreement over the property described on Exhibit "A" upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows: -

1. Grant of Easement. Waite grants to Waite Development a non-exclusive permanent easement over and upon the property described on Exhibit "A" (the "Driveway Easement") for the purpose of vehicular and pedestrian ingress and egress to and from Waite Development Property. This easement is for the benefit of both Waite and Waite Development, their respective tenants, employees, agents, invitees, successors, transferees and assigns. Waite and his tenants, employees, agents, invitees, successors, transferees and assigns may use the Driveway Easement for access of ingress and egress to the Waite Property.

2. Nonobstruction. The parties agree that there shall be free and unimpeded access through and over the Driveway Easement and that no hedge, fence, wall or similar barrier will be constructed within the Driveway Easement except for: (i) curbing installed and intended to assist

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BKR	_____	C/O	_____ COMP <u>ER</u>
DEL	_____	SCAN <u>JB</u>	FV _____

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reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use. Waite and Waite Development and all subsequent owner(s) of the Waite Property and the Waite Development Property agree and covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrian on and over the Driveway Easement.

3. Repair and Maintenance of the Driveway Easement. Waite shall continually keep, repair and maintain the Driveway Easement in good order and repair, at his sole cost and expense. Such repair and maintenance shall include, without limitation, resurfacing, replacement, striping, signing, cleaning and removal of snow and ice. Waite Development and its respective successors, transferees and assigns shall be obligated to pay to Waite, his respective successors, transferees and assigns, one-half of the costs of any such repair and maintenance of the Driveway Easement. Such reimbursement shall be made from time to time promptly upon presentation of appropriate certification of costs and invoices from Waite.

4. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication of any portion of the property within the Driveway Easement to the general public or for the benefit of the general public, or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

5. Parties Bound Hereunder; Release of Liability. This Agreement and the easements, covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding upon the parties hereto, the subsequent owner(s) of the Waite Property and the Waite Development Property and each of their respective invitees, licensees, employees, servants, agents, customers, visitors, heirs, personal representatives, successors, transferees and assigns, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect. It being intended hereby that all the agreements, duties, obligations, and liabilities contained in this Agreement shall be binding on the owner(s) of the lots and any subsequent owner(s) of the lots only as to that owner's period of ownership, and that each such conveying owner(s) shall remain liable after the date of recording of such conveyance only for any liabilities herein, if any, which have arisen or accrued prior to such date of conveyance.

Executed the day and year first above written.



Roland F. Waite

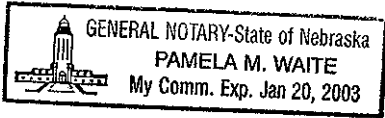
WAITE DEVELOPMENT COMPANY

By: 

Title: Partner 

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of May, 1999
by Roland F. Waite.



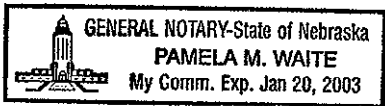
Pamela M. Waite
Notary Public

My Commission Expires:

Jan 20 2003

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of May, 1999
by Terry Waite, a partner of Waite Development Company, on behalf of the
partnership.



Pamela M. Waite
Notary Public

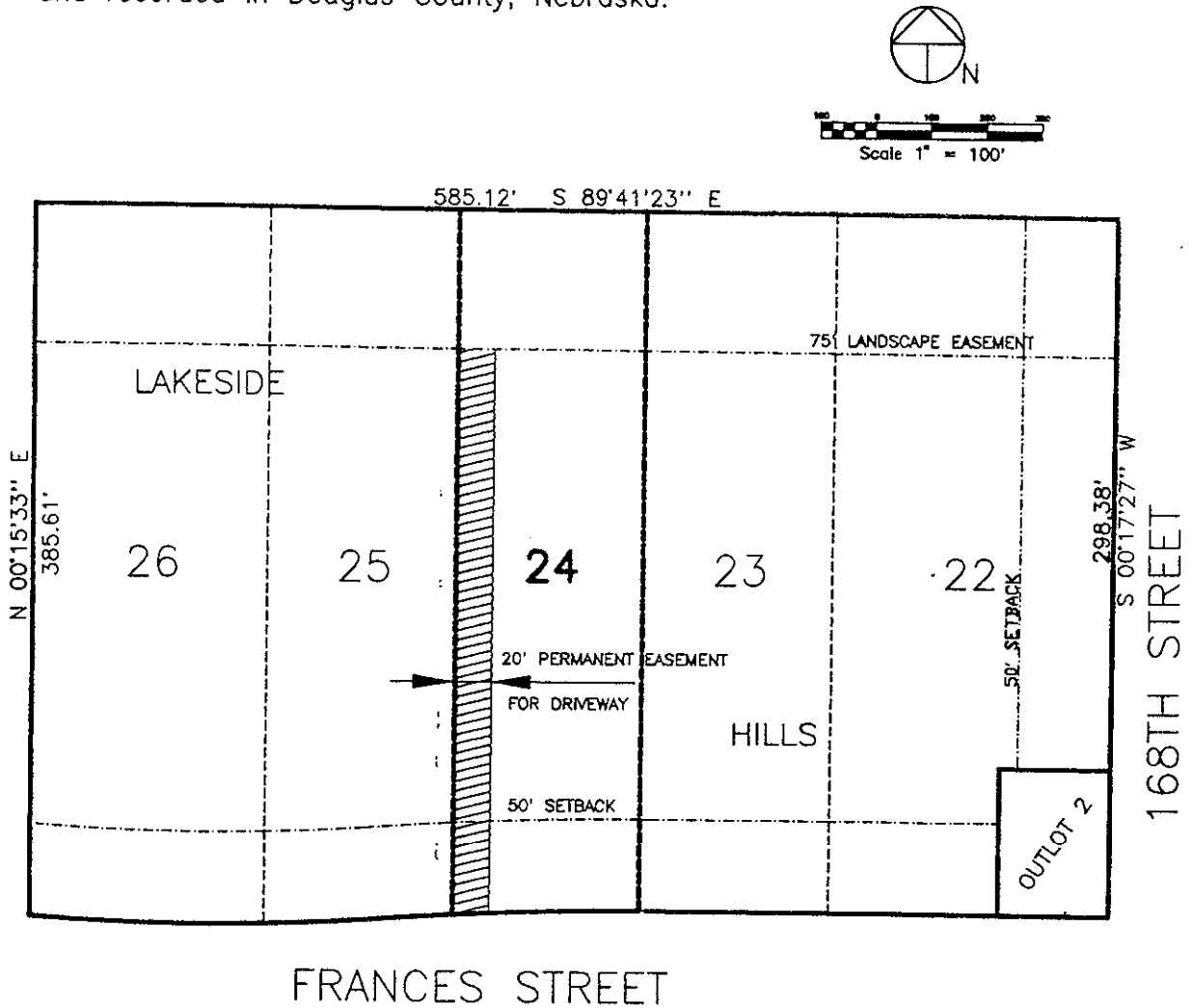
My Commission Expires:

Jan 20 2003

EXHIBIT "A"

LEGAL DESCRIPTION:

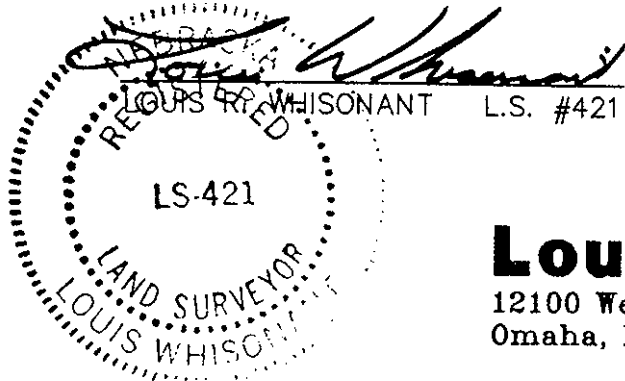
A permanent easement for the construction and maintenance of a driveway and for ingress and egress over the west twenty foot (20') except the North 75 foot thereof, Lot 24, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



FRANCES STREET

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.



2/16/99
DATED:

Louis Surveying

12100 West Center Road, Suite 522A
Omaha, NE. 68144 (402-334-7982)

