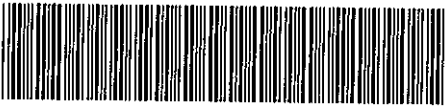




1329 686 MISC



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<b>Nebr Doc Stamp Tax</b>
<b>Date</b>
<b>\$</b>
<b>By</b>

RICHARD H TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 MAR -7 PM 2:53

RECEIVED

317  
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BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN Yes FV \_\_\_\_\_

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PERMANENT PARKING EASEMENT

This Permanent Parking Easement is made and entered into this 1st day of March, 2000 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 the owner of Lots 25 and 26, Lakeside Hills (the "Waite Development Property"). Waite has requested a permanent parking easement with right of ingress and egress for the non-exclusive and common use of the 20 one-half parking stalls abutting the north property line of Lots 25 and 26 as more particularly described on Exhibit "A" upon the terms and conditions set forth herein. *R. Waite 05/21*

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 Development grants to Waite a permanent parking easement with right of ingress and egress for the non-exclusive and common use of the 20 one-half parking stalls abutting the north property line of Lots 25 and 26 as more particularly described on Exhibit "A" (the "Permanent Parking Easement"). This easement is binding upon and inures for the benefit of both Waite and Waite Development, their respective tenants, successors, transferees and assigns. *R. Waite 05/21*

2. Repair and Maintenance of the Parking Stalls. Waite Development shall continually keep, repair and maintain the asphalt, curb, and striping of the aforesaid parking stalls in good order and repair, at its sole cost and expense, to permit their common usage by the parties. Waite and his respective successors, transferees and assigns shall be obligated to pay to

FSC/189543.1

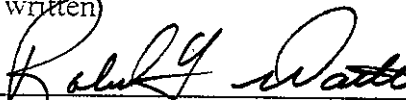
COO-114 / Box 35

Waite Development, its respective successors, transferees and assigns, one-half of the costs of any such repair and maintenance.

3. No Public Dedication. Nothing contained in this Agreement shall be deemed to constitute a gift or dedication of any portion of the parking area 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.

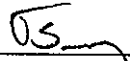
4. Parties Bound Hereunder; Release of Liability. This Agreement and the easements, covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding upon the parties hereto, the subsequent owner(s) of the Waite Property and the Waite Development Property and each of their respective tenants, 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



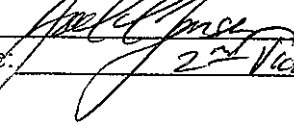
Roland F. Waite

WAITE DEVELOPMENT COMPANY

By:  / General Partner  
Title: Partner

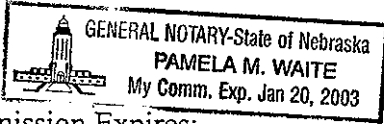
Approved:

FIRST NATIONAL BANK OF OMAHA,  
Mortgagee

By:   
Title: 2<sup>nd</sup> Vice President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1 day of March, 2000 by Roland F. Waite.

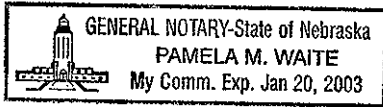


Pamela M. Waite  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1 day of MARCH, 2000 by Terry Waite, a partner of Waite Development Company, on behalf of the partnership.

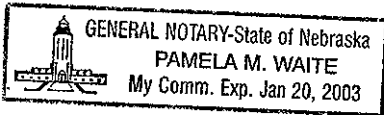


Pamela M. Waite  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1 day of March, 2000, by Joel J. Jensen, an officer of First National Bank of Omaha, Mortgagee, on behalf of First National Bank of Omaha.



Pamela M. Waite  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Property Line  
Waiite Dev. Co.

Property Line  
Roland Waiite

EXISTING WALKING AND BIKE TRAIL

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

WALKWAY

Parking Stalls

Parking Stalls

TOTAL BUILDING  
SQUARE FOOTAGE  
17,526 SF

2 STORY  
TOTAL BUILDING  
SQUARE FOOTAGE  
35,536 SF

16 PARKING SPACES

16 PARKING SPACES

16 PARKING SPACES

16 PARKING SPACES

20 PARKING SPACES

PARKING RATIO LESS  
BLDG COMMON AREAS  
APPROX. 7.35 PER 1,000 SF.

PARKING RATIO LESS  
BLDG COMMON AREAS  
APPROX. 5.1 PER 1,000 SF.

Lot 25

Lot 24

CUTLOT

WALKWAY STREET

WAIITE DEVELOPMENT CO.  
SINGLE STORY OFFICE BLDG.  
LAKESIDE HILLS  
OMAHA, NE

Exhibit A

ROLAND F. WAIITE  
2-5 STORY OFFICE BLDG.  
LAKESIDE HILLS  
OMAHA, NE

