Inst # 2010047162 Wed Oct 20 15:47:08 CDT 2010 Filing Fee: \$26.00 cpockg Lancaster County, NE Assessor/Register of Deeds Office Pages 5

Hores

JOINT DRIVEWAY EASEMENT AND INGRESS AND EGRESS EASEMENT

In consideration of the mutual covenants set forth herein, these easements are granted by AMMC REALTY, LLC, a Nebraska Limited Liability Company (AMMC REALTY), in favor of JAVE, L.L.C., a Nebraska Limited Liability Company (JAVE), to provide for the joint use of a driveway located on or serving AMMC REALTY's property, as well as an easement for ingress and egress to and from the adjoining property owned by JAVE. The easements are granted on the following terms:

1. AMMC REALTY is the owner of the real estate described as follows:

Lot Eight (8), Block One (1), North Creek Second Addition, Lincoln, Lancaster County, Nebraska; and JAVE is the owner of adjacent real estate described as follows:

Lot Nine (9), Block One (1), North Creek Second Addition, Lincoln, Lancaster County, Nebraska.

- 2. For One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, AMMC REALTY grants to JAVE for the benefit of JAVE and its successors and assigns, tenants, visitors, invitees, licensees and permittees a permanent easement in, over and through the Easement Area as shown on Exhibit A to this Joint Driveway Easement and Ingress and Egress Easement including permanent access to the public right-of-way directly north of the Easement Area. Said permanent easement and access shall be for the purpose of ingress and egress from JAVE's real estate described in paragraph 1 of this Joint Driveway Easement and Ingress and Egress Easement to and from Whitehead Drive, Lincoln, Nebraska, and for the maintenance, repair and use of the Easement Area and access area as set forth herein. Said easement shall be perpetual as long as either property needs or takes access from or to Whitehead Drive and shall not be released, terminated, revoked, amended or modified without the written consent of both parties or their successors and assigns.
- 3. The owners of each of the parcels of real estate described in paragraph 1 of this Joint Driveway Easement and Ingress and Egress Easement shall have the right and responsibility for making needed maintenance and repairs to the Easement Area and the access to the public right-of-way and the cost of such maintenance and repairs shall be shared equally, except that any maintenance or repairs made necessary by the acts of the owner, tenant, visitors, invitees, licensees or permittees of one of the properties shall be paid entirely by the owner of such property. No maintenance or repair in excess of \$500.00 for which equal participation is expected shall be made without the written consent of the owners of both parcels of real estate.
- 4. There shall be no obstruction of any other part of the Easement Area and said access to the public right-of-way or interference with JAVE'S use of the easement and access granted herein.

U851-72

- estate owned by AMMC REALTY is vacant. As long as the real estate owned by AMMC REALTY remains vacant and the structure exists on the real estate owned by JAVE, JAVE shall bear full responsibility for snow removal from the Easement Area and the said access to the public right-of-way. Upon commencement of construction of a structure on the parcel of real estate owned by AMMC REALTY, the responsibility for snow removal shall be shared equally with snowfall of three (3) inches or more being removed within twenty-four (24) hours after the end of the snowfall. AMMC and JAVE will either make arrangements between themselves for the removal of snow or contract with a third party to remove the snow, with the cost divided equally between AMMC and JAVE or their respective successors and assigns.
- 6. This Joint Driveway Easement and Ingress and Egress Easement shall be governed by and construed in accordance with the laws of the state of Nebraska.
- 7. All of the recitals in the beginning of this Joint Driveway Easement and Ingress and Egress Easement and all exhibits referenced and attached hereto are incorporated as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Driveway Easement and Ingress and Egress Easement as of this ________, 2010.

JAVE, L.L.C., a Nebraska Limited Liability Company

1: Januar La

Janet L. Westberg, Member

STATE OF NEBRASKA)
)ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on October 14, 2010, by Vernon K. Westberg and Janet L. Westberg, Members, on behalf of JAVE, L.L.C., a Nebraska Limited Liability Company.

Linia E Strack , Notary Public

GENERAL NOTARY-State of Nebraska LINDA E. STRACK My Comm. Exp. January 3, 2011 AMME REALTY, LLC, a Nebraska Limited Liability
Company

By

STATE OF NEBRASKA

)ss.

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on October 15, 2010, by Sean Worrissey, Wanger, on behalf of AMMC REALTY, LLC, a Nebraska Limited Liability Company.

GENERAL NOTARY - State of Nebraska
JOSEPH C. BYAM
My Comm. Exp. Nov. 30, 2010

Exhibit A

THAT PART OF LOT 8, BLOCK 1, NORTH CREEK 2nd ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 44.00'; THENCE SOUTHERLY PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.00'; THENCE SOUTHEASTERLY A DISTANCE OF 101.97', TO A POINT ON THE EAST LINE OF SAID LOT 8, SAID POINT BEING 106.00' SOUTH OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTHERLY ON SAID EAST LINE, A DISTANCE OF 106.00', TO THE POINT OF BEGINNING.

