

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of June, 1972, by and between Overland-Wolf, Inc., a Nebraska Corporation, hereinafter referred to as "Grantor", and 69th Street Investment Company, a Nebraska Corporation, hereinafter referred to as "Grantee",

W I T N E S S E T H :

WHEREAS, Grantor is the owner of and intends to construct an office building upon the following described real estate, to-wit:

That part of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 24, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 33 feet North and 980.4 feet East of the Southwest corner of said Section 24, said point being the intersection of the North line of Pacific Street and the West line of 69th Street (said West line of 69th Street being the West line of the 10 foot strip dedicated by Overland-Wolf, Inc., for the widening of 69th Street); thence North 412 feet; thence West 317.6 feet; thence South 201.5 feet; thence East 127.6 feet; thence South 210.5 feet to the North line of Pacific Street; thence East along the North line of Pacific Street, 190 feet to the point of beginning. ,

and,

WHEREAS, Grantee is the owner of and intends to construct an apartment development on certain real estate adjoining the Grantor's real estate on the North and described as follows:

That part of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 24, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Beginning at a point ten feet South of the intersection of the North line of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, with the West line of 69th Street (said West line of 69th Street being the West line of the 10 foot strip dedicated by Overland-Wolf Inc., for the widening of 69th Street); thence South a distance of 866.3 feet to a point 445 feet North and 980.4 feet East of the Southwest corner of said Section 24; thence West along a line 445 feet North of and parallel to the South line of Section 24, a distance of 317.6 feet; thence North 866.3 feet; thence East along a line 10 feet South of the North line of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 24, a distance of 317.6 feet to the place of beginning.

and,

WHEREAS, the parties desire that a certain portion of the Grantor's property shall be used jointly by Grantor and Grantee as a parking area to serve both the office building and apartment development,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee a perpetual, non-exclusive easement on, over and across the North Sixty-three feet of Grantor's property, described as follows:

That part of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 24, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

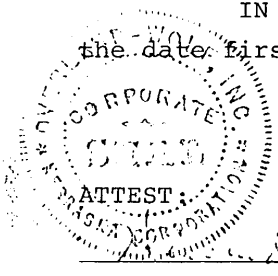
Beginning at a point 382 feet North and 980.4 feet East of the Southwest corner of said Section 24, said point being 349 feet North of the intersection of the North line of Pacific Street and the West line of 69th Street (said West line of 69th Street being the West line of the 10 foot strip dedicated by Overland-Wolf, Inc., for the widening of 69th Street); thence North 63 feet; thence West 317.6 feet; thence South 63 feet; thence East 317.6 feet to the point of beginning,

to be used by Grantee, its successors and assigns, jointly with Grantor, its successors and assigns, for the parking of motor vehicles, and for ingress and egress thereto, for the owners, tenants, occupants, guests, customers and other invitees of the office building to be erected by Grantor and the apartment development to be erected by Grantee; Grantor hereby reserving unto itself, its successors and assigns, the joint use of said parking area.

It is understood and agreed that all costs of maintenance and repair of the parking area included within the above described easement, shall be borne by Grantor.

At such time as the apartment buildings to be erected by Grantee are removed from Grantee's premises, this easement shall automatically terminate, and be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.



[Signature]
Secretary

GRANTOR:

OVERLAND-WOLF, INC.
By [Signature] President

GRANTEE:

69th Street Investment Company
By [Signature] President



[Signature]
Secretary

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