

EASEMENT AGREEMENT

THIS AGREEMENT made at Omaha, Douglas County, Nebraska, this 14th day of September, 1978, by and between BENJAMIN WIESMAN and ANNA WIESMAN, husband and wife, hereinafter referred to as "First Parties"; and CROW-SPAULDING #4, a Texas limited partnership, hereinafter referred to as "Second Party":

W I T N E S S E T H:

WHEREAS, First Parties are the owners of certain real estate in the City of Omaha, Douglas County, Nebraska, as described in Exhibit "A" attached hereto and by specific reference incorporated herein; and

WHEREAS, Second Party is the owner of the property adjoining First Parties' property on the West and on the South, which property is described in Exhibit "B" attached hereto and by specific reference incorporated herein; and

WHEREAS, the parties desire to create a common driveway for ingress and egress over and across the West twenty-four feet (24') of First Parties' property,

NOW, THEREFORE, the parties agree as follows:

First Parties do hereby grant to Second Party a non-exclusive easement in perpetuity for driveway purposes only, including ingress and egress, to Second Party's property, over and across the West twenty-four feet (24') of First Parties' property as described in Exhibit "A". Such driveway may be used by Second Party, its successors and assigns, in conjunction with the use of said driveway by First Parties, their lessees, heirs and assigns; subject, however, to the following:

1. Said easement property shall at all times be kept unobstructed and open for vehicular traffic.

2. Second Party, its successors and assigns, shall at all times maintain the driveway in good order and repair and shall make such replacements and repairs thereto as may from time to time be required. In addition, Second Party shall be responsible for keeping the driveway reasonably free and clear of snow and ice and shall pay all expenses in connection therewith.

3. Written notice shall be given to Second Party by First Parties of the need for repair or maintenance of the driveway, and Second Party shall make such repairs within thirty (30) days of receipt of such notice, subject, however, to weather conditions permitting and the availability of asphalt or other appropriate surfacing material. If Second Party fails to make reasonable efforts to perform the required maintenance or make the repairs after receiving such notice, First Parties shall have the right, from time to time, to make such repairs, in which event First Parties shall be entitled to prompt reimbursement from Second Party of any costs so incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement at Omaha, Nebraska, this 14th day of September, 1978.

FIRST PARTIES:

Benjamin Wiesman
Benjamin Wiesman
Anna Wiesman
Anna Wiesman

SECOND PARTY:

CROW-SPAULDING #4, a Texas Limited Partnership

By C.A. Spaulding, Inc.

STATE OF NEBRASKA)
)
County of Douglas) ss.

On this 14th day of September, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came BENJAMIN WIESMAN and ANNA WIESMAN, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last above written.

Kathleen P. White
Notary Public

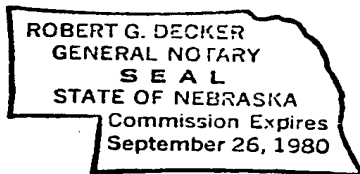


KATHLEEN P. WHITE
GENERAL NOTARY
State of Nebraska
My Commission Expires
April 13, 1982

STATE OF ~~NEBRASKA~~)
)
County of ~~Douglas~~) ss.

On this 14th day of September, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came C.A. SPAULDING III, Managing Partner of Croww-Spauldng #4, a Texas limited partnership, to me personally known to be the Managining Partner and the identical person whose name is affixed to the above and fore-going instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last above written.



[Signature]
Notary Public

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

POOR COPY FILED

Field Notes:

FOUND ALL IRON PIPE AS SHOWN. THEN SET REMAINING IRON PIPE ON LINE, CHAINING SHOWING DISTANCES AND TURNING SHOWN ANGLE. THEN CHECKED ALL DISTANCES AROUND SURVEY.

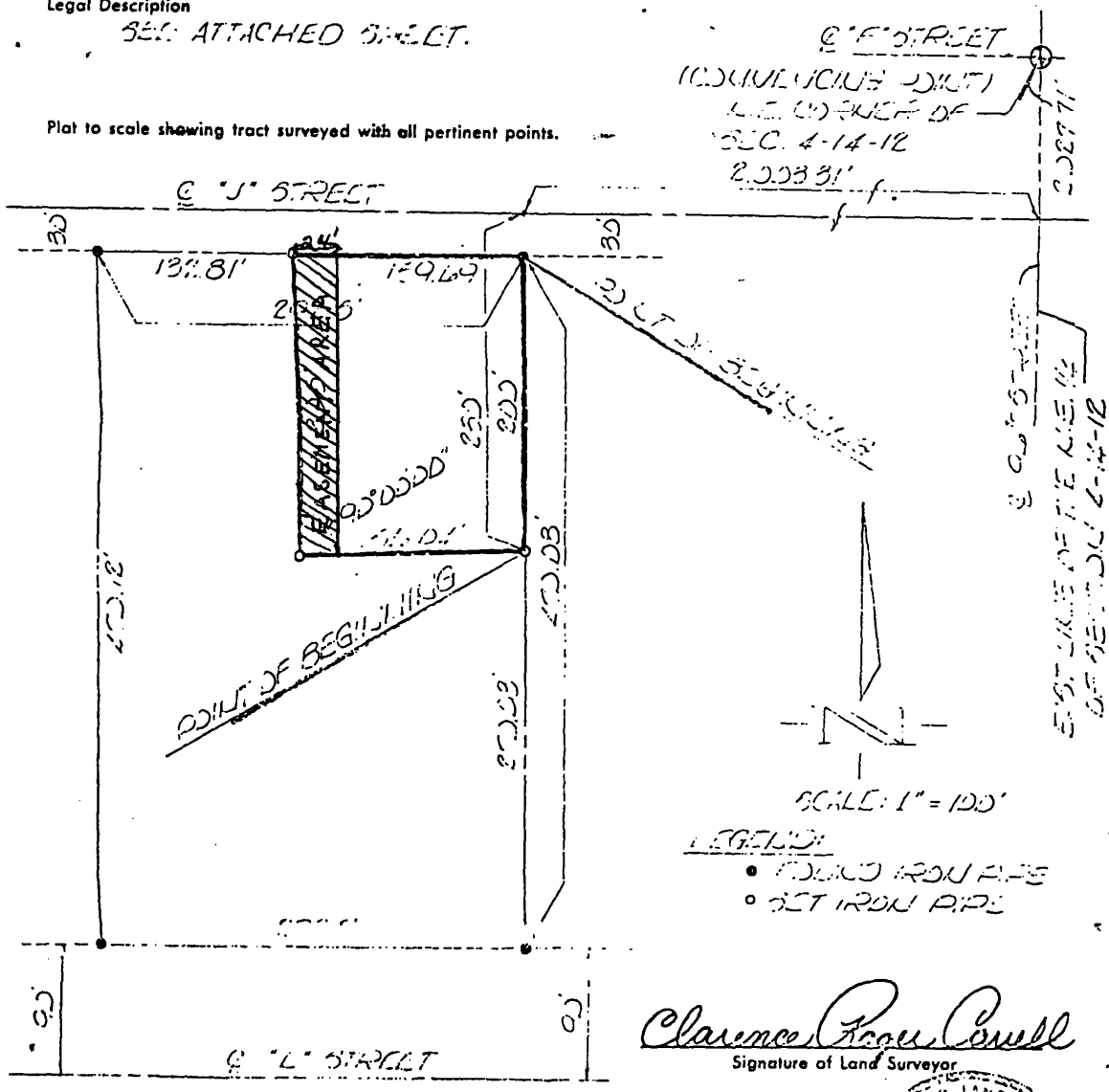
LAND SURVEYOR'S CERTIFICATE

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.

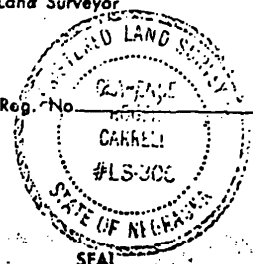
Legal Description

SEE ATTACHED SHEET.

Plat to scale showing tract surveyed with all pertinent points.



Clarence Roger Crull
Signature of Land Surveyor



DATE RECEIVED: _____ Date: 11/20/12 Reg. No. _____

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
12100 WEST CENTER ROAD SUITE 520
OFFICIAL ADDRESS, OMAHA, NEBRASKA 68144

BLDG. PERMIT NO. _____

EXHIBIT "A"

LEGAL DESCRIPTION
JOB NO. 14049B
MARCH 20, 1975

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4-14-12 (A.K.A. THE INTERSECTION OF CENTERLINES OF 96TH STREET AND "F" STREET); THENCE SOUTH 00°00'00" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 4-14-12 (A.K.A. THE CENTERLINE OF 96TH STREET), A DISTANCE OF 2,027.71 FEET TO A POINT LOCATED ON THE SAID CENTERLINE OF "J" STREET; THENCE NORTH 88°56'00" WEST ALONG THE SAID CENTERLINE OF "J" STREET, A DISTANCE OF 2,003.31 FEET; THENCE SOUTH 00°17'04" WEST, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°17'04" WEST, A DISTANCE OF 200 FEET; THENCE SOUTH 89°15'39" WEST, A DISTANCE OF 156.04 FEET; THENCE NORTH 00°44'20" WEST, A DISTANCE OF 205 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID "J" STREET; THENCE SOUTH 88°56'00" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF "J" STREET, A DISTANCE OF 159.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 31,961.50 SQ. FT. OR 0.73 ACRES:

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

EXHIBIT "A"

CAS
PM

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

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BOOK 603 PAGE 195

Field Notes:

FOUND ALL IRON PIPE AS SHOWN. FOUND SET REMAINDER FROM
PIPE ON LINE, CHECKING SEVERAL DISTANCES AND TIE LINES
SHOWN ABOVE. HAVE CHECKED ALL DISTANCES AND FOUND SURVEY.

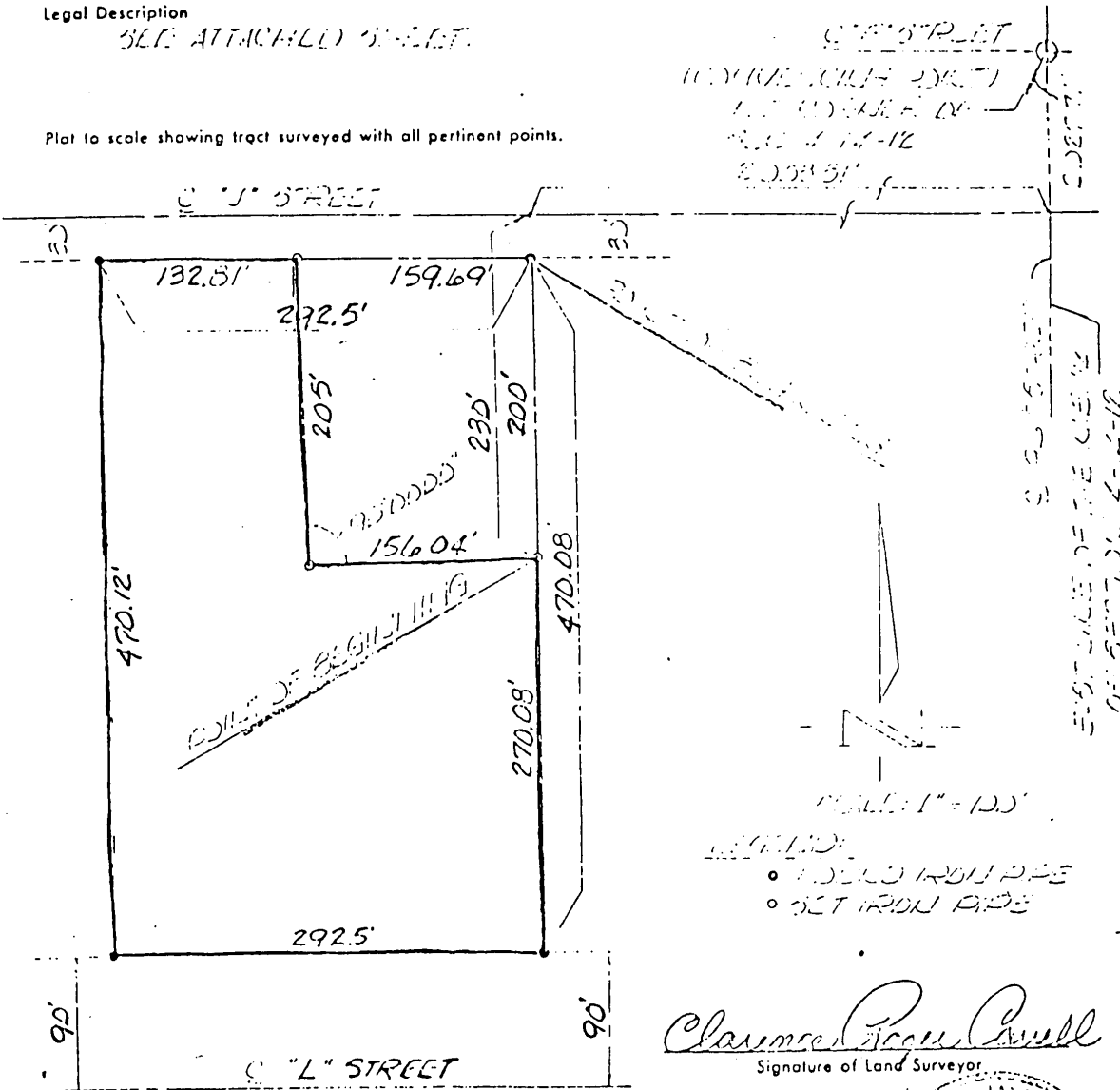
LAND SURVEYOR'S CERTIFICATE

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.

Legal Description

SEE ATTACHED SHEET.

Plat to scale showing tract surveyed with all pertinent points.

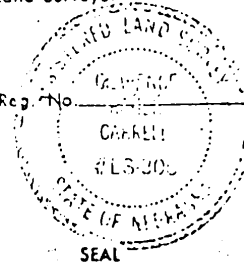


Clarence Paul Crull
Signature of Land Surveyor

DATE RECEIVED: _____ Date: _____ Reg. No. _____

OFFICIAL ADDRESS: GOLLEHON, SCHEMMER & ASSOCIATES, INC.
12100 WEST CENTER ROAD SUITE 520
OMAHA, NEBRASKA 68144

BLDG. PERMIT NO.: _____



PC DRAWN BY EXHIBIT "B"

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4-14-12 (A.K.A. THE INTERSECTION OF CENTERLINES OF 96TH STREET AND "F" STREET); THENCE SOUTH 00°00'00" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 4-14-12 (A.K.A. THE SAID CENTERLINE OF 96TH STREET), A DISTANCE OF 2,027.71 FEET TO A POINT LOCATED ON THE SAID CENTERLINE OF "J" STREET; THENCE NORTH 88°56'00" WEST ALONG THE SAID CENTERLINE OF "J" STREET, A DISTANCE OF 2,003.31 FEET; THENCE SOUTH 00°17'04" WEST, A DISTANCE OF 230 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°17'04" WEST, A DISTANCE OF 270.08 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF "L" STREET; THENCE NORTH 88°56'32" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF "L" STREET, A DISTANCE OF 292.5 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE OF 470.12 FEET TO A POINT LOCATED ON THE SAID SOUTHERLY RIGHT-OF-WAY OF "J" STREET; THENCE SOUTH 88°56'00" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF "J" STREET, A DISTANCE OF 132.81 FEET; THENCE SOUTH 00°44'20" EAST, A DISTANCE OF 205 FEET; THENCE NORTH 89°15'32" EAST, A DISTANCE OF 156.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 105,529.51 SQ. FT. OR 2.42 ACRES.

GOLLETON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

EXHIBIT B

4-14-12

4-14-12
Compd
Index
Feet
12
OF
Page
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Book
603
RECEIVED
1978 SEP 14 PM 3:46
C. HAROLD OSTLER
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEB.