

EASEMENT

THIS INDENTURE made this 14th day of July, 1978 by and between Alice's Restaurants, Inc. (herein referred to as "Alice's") and Bill Stock and Janette A. Stock, husband and wife, as joint tenants and not as tenants in common (herein referred to as "Stock"),

WHEREAS, Stock owns property legally described and divided into Parcels 1, 2, 3, 4 and 5 on Exhibit "A" attached hereto and incorporated herein by reference,

WHEREAS, in connection with the sale of Parcel 3 to Alice's and the sale of Parcels 4 and 5 to other purchasers, Stock desires to grant and reserve certain easements on said Parcels 3, 4 and 5,

WHEREAS, as shown on Exhibit "B" attached hereto and incorporated herein by reference there is an ingress and egress street easement (marked on Exhibit "B" with diagonal lines and legally described in Exhibit "B"), which includes right of way in Parcels 3, 4 and 5, running north and south parallel to 120th Street to where it adjoins the north edge of another street easement, all as shown on Exhibit "B", and

WHEREAS, by this easement Stock desires to grant said ingress and egress street easement to Alice's over Parcels 4 and 5 and to reserve an ingress and egress street easement over Parcel 3,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the following is agreed between the parties hereto:

1. Grant of Easement. Stock hereby grants forever a perpetual ingress and egress street easement over Parcels 4 and 5 as shown on Exhibit "B" to Alice's and the subsequent owners of Parcel 3. Said perpetual ingress and egress street easement may be used forever by Alice's, and the subsequent owners of Parcel 3, Stock as the owner of Parcels 1, 2, 4 and 5 and the subsequent owners of Parcels 1, 2, 4 and 5, the general public, and the tenants, servants, visitors, licensees, customers, assigns and successors of Alice's, Stock as the owner of Parcels 1, 2, 4 and 5, and the subsequent owners of Parcels 1, 2, 3, 4 and 5.

2. Reservation of Easement. Stock hereby reserves a perpetual ingress and egress street easement over Parcel 3 as shown on Exhibit "B". Said reserved perpetual ingress and egress street easement may be used by Alice's as the owner of Parcel 3, by Stock as the owner of Parcels 1, 2, 4 and 5, the subsequent owners of Parcels 1, 2, 3, 4 and 5, the general public, and the tenants, servants, visitors, licensees, customers, assigns, and successors of Alice's, Stock as the owner of Parcels 1, 2, 4 and 5, and the subsequent owners of Parcels 1, 2, 3, 4 and 5.

3. Surfacing of Access Street.

a. Stock will grade and hard surface with concrete or asphalt, in Stock's discretion, an access street which will be located on the perpetual ingress and egress street easement over Parcels 3, 4, and 5 running north and south and parallel to 120th Street to where it adjoins the north edge of another street easement, all as shown on Exhibit "B", which will be twenty-five feet in width (from outside edge to outside edge), and which will be constructed with seven (7) inches of concrete or with nine (9) inches of asphalt. Stock hereby reserves a temporary construction easement on Parcels 3, 4 and 5 thirty (30) feet in width adjoining each side of the perpetual ingress and egress street easement described in Exhibit "B". Said temporary construction easement shall terminate on each Parcel when the street thereon is completed and said Parcel has paid its share of the cost of the street as outlined herein.

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[Signature]

b. The total cost of said hard surfacing of the street as shown on Exhibit "B", including but not limited to hard surfacing, grading, engineering and various fees charged by the City of Omaha, will be divided as follows:

<u>Parcel Number</u>	<u>Amount of Cost Paid by Parcels</u>
3	46.0%
4	21.5%
5	<u>32.5%</u>
Total	<u>100.0%</u>

c. When the street on the ingress and egress street easement as shown on Exhibit "B" has been completed, Stock will send to each of the owners of Parcels 3, 4 and 5 a statement showing the total cost of said street and each Parcel owner's share of the cost. Each Parcel owner shall pay its share of the cost no later than twenty (20) calendar days after the date of the statement. If a Parcel owner does not pay its share of said cost by the end of said twenty (20) day period, there will be a lien on the defaulting Parcel for its unpaid amount which will bear interest at the rate of eleven percent (11%) per annum. This lien will be automatically released and extinguished when the defaulting Parcel owner's share of the cost, plus accrued interest and a reasonable attorney's fee for the collection of the defaulting Parcel owner's share of the cost, is paid in full. When said amount is paid in full by a Parcel, Stock will record a properly executed affidavit in the Register of Deeds Office of Douglas County, Nebraska, in which he shall state that a Parcel owner's share of the cost of hard surfacing is paid in full. Such affidavit shall be conclusive proof that the amount has been paid in full and that there is no lien on said Parcel. Upon certification by the engineer for the hard surfacing of the street that it has been constructed in accordance with the design criteria outlined herein, Stock shall have no further obligation or liability regarding the design and construction of said street.

4. Maintenance of Street.

a. The street on the ingress and egress street easement as shown on Exhibit "B" will be maintained by the owners of Parcels 3, 4 and 5. Said maintenance shall include, but shall not be limited to, snow removal, repair, and reconstruction when necessary. Any two out of three owners of Parcels 3, 4 and 5 may vote to perform maintenance work and to let contracts for said street maintenance and all of the owners of Parcels 3, 4 and 5 shall be bound by said decision.

b. The cost of maintaining the street shall be divided as follows:

<u>Parcel Number</u>	<u>Share of Maintaining Street</u>
3	46.0%
4	21.5%
5	<u>32.5%</u>
Total	<u>100.0%</u>

Said amount shall be paid by each of the owners of Parcels 3, 4 and 5 within twenty (20) days after said amount is billed to them.

c. In the event that an owner of Parcels 3, 4 or 5 fails to pay its share of said maintenance, any other owner or owners of a Parcel which has paid its share and which pays the share of the defaulting Parcel owner shall have the right to file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which states that a Parcel owner has not paid its share, the amount which is in default and that another Parcel owner or owners has paid said defaulting Parcel owner's share. The filing of such an affidavit shall create a lien on the defaulting Parcel owner's Parcel which will bear interest until paid in full at the rate of eleven percent (11%) per year. In the

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event such a lien is created, said lien shall be subordinated to all mortgages presently on the Parcel. A Parcel owner or owners which has paid its share of the maintenance cost and which also pays the share of the maintenance cost of a defaulting Parcel owner, may recover said amount in default, plus accrued interest and a reasonable attorney's fee to collect said amount, in a cause of action directly against said defaulting Parcel owner, or shall have a right to foreclose said subordinated lien and recover the amount paid for said defaulting Parcel owner plus accrued interest and attorney's fees.

d. When the defaulting Parcel owner reimburses the Parcel owner or owners, plus accrued interest and attorney's fees, who paid the share of the maintenance cost of the defaulting Parcel owner, the Parcel owner or owners who are fully reimbursed must immediately file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which states that the amount in default, plus accrued interest thereon and attorney's fees, has been paid in full, that the lien is released, and said affidavit shall be conclusive proof of the release of said lien.

5. No Obstructions to Use of Street. Neither the owners of Parcels 1, 2, 3, 4 or 5 nor their heirs, personal representatives, successors or assigns, nor any person so using said street shall so use said street or leave any vehicle or anything else on said street so as to prevent the free and uninterrupted flow of traffic and use of said street by any other party for whom this easement was created.

6. Covenant of Stock. Stock covenants for himself, his successors and assigns, with Alice's, and its successors and assigns, that at the time of the execution and delivery of this easement, Stock was lawfully seized of Parcels 3, 4 and 5 and that Stock has the right and lawful authority to grant said easement and to reserve said easement.

7. Release Or Amendment of Easement. The easements created and reserved in this document may be released or amended at any time by appropriate agreement for that purpose entered into by all of the title holders of Parcels 1, 2, 3, 4 and 5, and all mortgagees holding mortgages on Parcels 1, 2, 3, 4 and 5 duly executed and acknowledged and filed for record in the Office of the Register of Deeds Office of Douglas County, Nebraska.

8. Connection to Frontage Road on West Center Road. The street on the ingress and egress street easement as shown in Exhibit "B" connects to another street on an easement over Parcels 1, 2 and 3 (said other street referred to herein as the "Other Street") and said Other Street connects to the frontage road which generally parallels West Center Road. Since said frontage road and the connection to it from the Other Street are on public right of way under the jurisdiction of the State of Nebraska, Department of Roads, the construction of said Other Street where it adjoins the frontage road, the use and maintenance of the Other Street where it adjoins the frontage road, and the use and maintenance of the frontage road shall at all times be subject to the jurisdiction of the State of Nebraska, Department of Roads, and to the rules and regulations promulgated from time to time by the State of Nebraska, Department of Roads.

9. Possible Subdivision Of Parcel 5. Stock may subdivide Parcel 5 and may create another street easement or easements for an ingress and egress street or streets to provide access for the subdivided parts of Parcel 5 and said new street and easement may adjoin the street and easement described in Exhibit "B". In such event it is understood and agreed that Stock shall have the right to connect said new street to the street and easement shown in Exhibit "B". Parcels 1, 2, 3 and 4 shall in no way be liable to pay any of the costs of constructing and maintaining said new street and easement on subdivided Parcel 5. At the time Stock subdivides Parcel 5 he shall file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which allocates Parcel 5's 32.5% of maintenance to the various parts of subdivided Parcel 5, including no assignment to a part or parts if Stock so determines, and an allocation of the right to vote and procedures to be followed in the exercise of Parcel 5's right to vote herein. When said affidavit is so filed, the owners of Parcels 3 and 4 shall ~~only~~ have lien rights against such part or parts of subdivided Parcel 5 to whom Stock has assigned maintenance responsibilities.

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Q.A.S.

10. Binding Effect. The rights granted herein, and the obligations incurred herein, shall be binding upon and shall inure to the benefit of the owners of Parcels 1, 2, 3, 4 and 5 and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date last above written.

ALICE'S RESTAURANTS, INC., a corporation

By Girling J. Schroeder

Bill Stock
Bill Stock, Husband

Jayette A. Stock
Jayette A. Stock, Wife

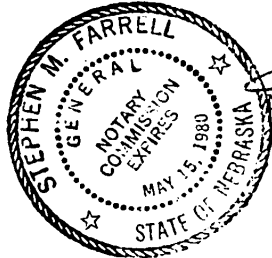
Handwritten initials/signature
WAS
O.S.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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On this 14th day of July, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Erling J. Schroeder, President of Alice's Restaurants, Inc., to me personally known to be the President and identical person who signed the foregoing 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 day and year last above written.



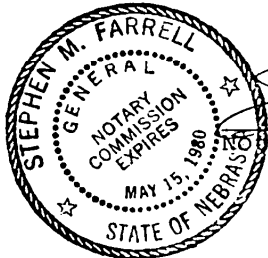
Stephen M. Farrell

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of July, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Bill Stock and Janette A. Stock, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Stephen M. Farrell

Notary Public

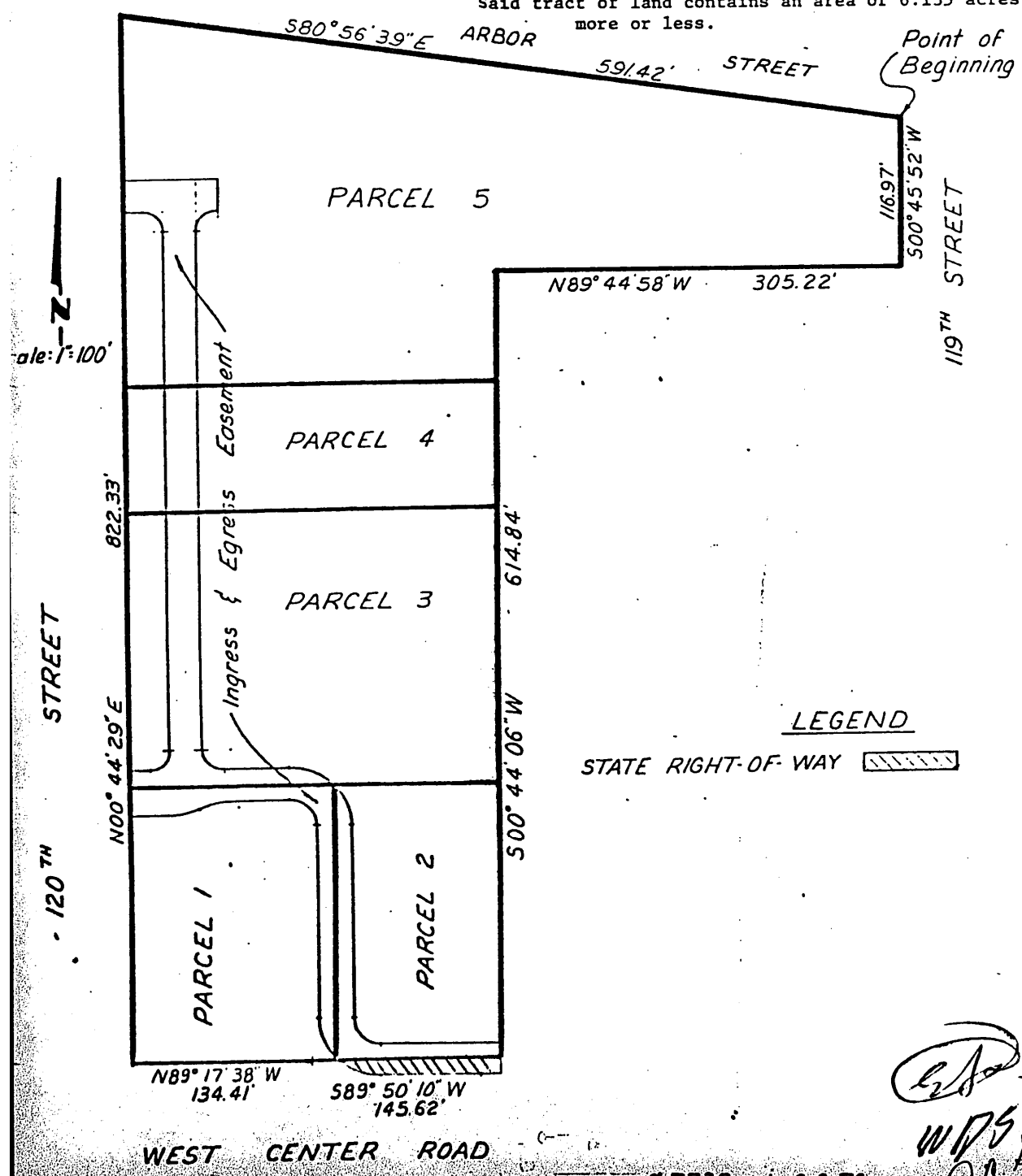
WPS
F.O.S.

Northeast Corner of 120th Street & West Center Road

All of Lot 1 and part of Lots 4, 5, 6, 7, 8 and 9, Block 12, Happy Hollow View, a subdivision located in the SW 1/4 of Section 29, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of Arbor Street and the West right-of-way line of 119th Street; thence S00°45'52"W (assumed bearing), along said West right-of-way line of 119th Street, a distance of 116.97 feet to the Southeast corner of said Lot 1, Block 12, Happy Hollow View; thence N89°44'58"W, along the South line of said Lot 1, Block 12, Happy Hollow View, a distance of 305.22 feet to the Southwest corner of said Lot 1, Block 12, Happy Hollow View; thence S00°44'06"W, along the East line of said Lots 5, 6 and 9, Block 12, Happy Hollow View, a distance of 614.84 feet to the point of intersection of said East line of Lot 9, Block 12, Happy Hollow View and the North right-of-way line of West Center Road; thence S89°50'10"W, along said North right-of-way line of West Center Road, a distance of 145.62 feet; thence N89°17'38"W, along said North right-of-way line of West Center Road, a distance of 134.41 feet; thence N00°44'29"E, a distance of 822.33 feet to a point on said Southerly right-of-way line of Arbor Street; thence S80°56'39"E, along said Southerly right-of-way line of Arbor Street, a distance of 591.42 feet to the Point of Beginning.

Said tract of land contains an area of 6.135 acres, more or less.



(Handwritten signatures and initials)

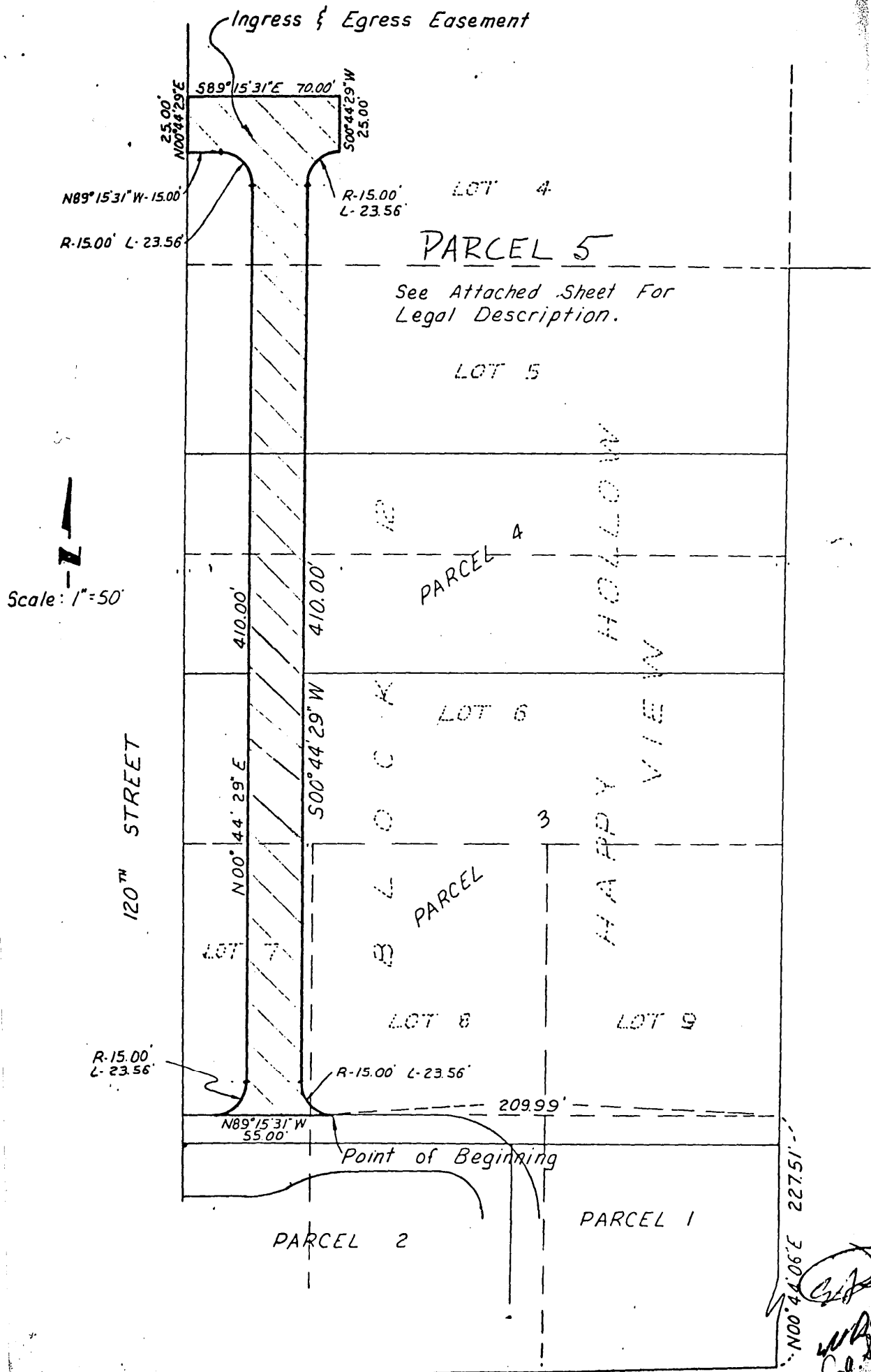


EXHIBIT "B"

(page 2)

LEGAL DESCRIPTION

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INGRESS AND EGRESS EASEMENT

An Ingress and Egress Easement located in part of Lots 4,5,6,7,8, and 9, Block 12, Happy Hollow View, a subdivision located in the SW 1/4 of Section 29, Township 15 North, Range 12 East of the 6th P.M., Douglas County Nebraska, more particularly described as follows:

Commencing at the point of intersection of the East line of said Lot 9, Block 12, Happy Hollow View and the North right-of-way line of West Center Road; thence N00°44'06"E (assumed bearing), along said East line of Lot 9, Block 12, Happy Hollow View, a distance of 227.51 feet; thence N89°15'31"W, a distance of 209.99 feet to the Point of Beginning; thence continuing N89°15'31"W, a distance of 55.00 feet; thence Northerly, on a curve to the left with a radius of 15.00 feet, a distance of 23.56 feet; thence N00°44'29"E, a distance of 410.00 feet; thence Westerly, on a curve to the left with a radius of 15.00 feet, a distance of 23.56 feet; thence N89°15'31"W, a distance of 15.00 feet; thence N00°44'29"E, a distance of 25.00 feet; thence S89°15'31"E, a distance of 70.00 feet; thence S00°44'29"W, a distance of 25.00 feet; thence Southerly, on a curve to the left with a radius of 15.00 feet, a distance of 23.56 feet; thence S00°44'29"W, a distance of 410.00 feet; thence Easterly, on a curve to the left with a radius of 15.00 feet, a distance of 23.56 feet

to the Point of Beginning.

Said tract of land contains an area of 12,943 square feet, more or less.

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CLARENCE COSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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