



BK 1383 PG 578-584

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.



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ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") made as of this 29 day of May, 2001, by **FIRST DATA RESOURCES INC.**, a Delaware corporation ("Declarant").

WHEREAS, Declarant is the owner of a tract of land located in Douglas County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Overall Property"); and

WHEREAS, Declarant has submitted for approval a proposed plat (attached hereto as Exhibit B) (the "Plat") subdividing the Overall Property into three (3) lots shown on the Plat as Lots 1, 2 and 3; and

WHEREAS, after approval of the Plat, Declarant may intend to sell Lots 2 and 3; and

WHEREAS, Declarant desires to establish a perpetual, non-exclusive easement over a portion of Lot 2 to permit access to and from Lots 1 and 3 to the intersection of the Sorenson Expressway and Ida Street as depicted on the Plat and under the terms and conditions of this Agreement.

WHEREAS, for the purposes of this Easement, the terms "Lot 1 Owner," "Lot 2 Owner," and "Lot 3 Owner," shall refer to the owners of the respective lots at the time when the referenced action is to occur.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are incorporated herein by this reference.

1. Access Easement. Declarant does hereby declare and establish a non-exclusive, perpetual easement in, on, over, under and across the thirty (30) foot wide portion of Lot 2 shown and labeled on the Plat as the "30.00' Wide Vehicular Ingress and Egress Easement" (attached hereto as Exhibit C) (the "Access Easement Area") for the purpose of maintaining and using the Access Easement Area for pedestrian and vehicular ingress and egress to and from Lots 1 and 3 to the Sorenson Expressway at the intersection of Ida Drive (the "Access Easement"). Notwithstanding the foregoing, the Lot 2 Owner may adjust the location of said thirty (30) foot wide Access Easement Area to reasonably accommodate the development of improvements on Lot 2, provided that the access points over and across the boundary between Lot 2 and Lots 1 and 3 shall remain in the location shown on the Plat and further provided that in no event shall

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Return to:
Pacific Realty
1905 Harney Street, Suite 400
Omaha, NE 68102
Attn: Ted Zetzman

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the continuous vehicular access to and from the Sorenson Expressway at the intersection of Ida Drive from and to Lot 1 and Lot 3 be interrupted. In the event the Lot 2 Owner chooses to adjust the location of the Access Easement Area, the Lot 1 Owner (as defined herein), the Lot 2 Owner and the Lot 3 Owner (as defined herein) shall execute and record an amendment to this Easement depicting the new location.

2. Construction. The Lot 2 Owner shall have no obligation to construct any roadway improvements, except as provided herein.

(a) Construction for Requesting Party. The Lot 2 Owner shall, within fourteen (14) days of its receipt of written request from the Lot 1 Owner or Lot 3 Owner (the "Requesting Party"), commence construction of a thirty (30) foot wide roadway within the Access Easement Area (as the same may be adjusted as described in Paragraph 1) in a proper and workmanlike manner, in compliance with all applicable federal, state and local laws, ordinances and regulations and substantially in accordance with plans and specifications to be mutually agreed upon by the Requesting Party and the Lot 2 Owner (the "Roadway"). Said plans and specifications shall be prepared by Lot 2 Owner's contractor and submitted to the Requesting Party for its review and approval, not to be unreasonably withheld, conditioned or delayed. Said Roadway shall be built so as to provide access only to the Requesting Party's lot, and the costs expended or incurred for such construction shall be shared equally between the Lot 2 Owner and the Requesting Party. The Roadway shall be substantially completed by the Lot 2 Owner within fourteen (14) days of commencement of construction, subject to delays caused by inclement weather, labor or materials shortages, acts of god, war, civil unrest or other events beyond the reasonable control of Lot 2 Owner. The Requesting Party shall simultaneously provide the other non-requesting lot owner (the "Other Party") notice of its request of the Lot 2 Owner to construct the Roadway.

(b) Party. If, after the Requesting Party's request for the construction of the Roadway, the Other Party desires the construction of the Roadway up to the Other Party's property boundary, then such Other Party shall submit a written request to the Lot 2 Owner as described herein. Within fourteen (14) days of receipt of such request, the Lot 2 Owner shall commence construction of the Roadway to the property boundary of the Other Party's lot within the Access Easement Area (as the same may be adjusted as described in Paragraph 1) in a proper and workmanlike manner, in compliance with all applicable federal, state and local laws, ordinances and regulations and substantially in accordance with plans and specifications to be mutually agreed upon by the Other Party and the Lot 2 Owner (the "Roadway"). Said plans and specifications shall be prepared by Lot 2 Owner's contractor and submitted to the Other Party for its review and approval, not to be unreasonably withheld, conditioned or delayed. The Roadway to the property boundary of the Other Party's lot shall be substantially completed by the Lot 2 Owner within fourteen (14) days of commencement of construction, subject to delays caused by inclement weather, labor or materials shortages, acts of god, war, civil unrest or other events beyond the reasonable control of Lot 2 Owner. In the event the Other Party requests the Roadway be constructed to its lot, the Lot 2 Owner, the Requesting Party and the Other Party shall each be responsible for one-third of the total costs expended or incurred for construction of the entire Roadway.

Accordingly, the Other Party shall promptly reimburse the Lot 2 Owner and the Requesting Party for its share of any expenses incurred prior to the Other Party's delivery of notice that it wishes the Roadway to be constructed to its lot. Each party shall be obligated to pay its share of costs to the party initially incurring those costs within thirty (30) days of its receipt of an invoice therefor.

3. Maintenance. Said Roadway shall be maintained and repaired by the Lot 2 Owner, including removal of snow and re-paving, in such a manner to at all times accommodate pedestrian and vehicular traffic (including trucks) of the volume, type and degree of similar commercial and light industrial developments within the Omaha, Nebraska area. The cost of such maintenance shall be shared equally between the Lot 2 Owner and the Requesting Party or the Other Party (as the case may be). In the event the Lot 2 Owner breaches the covenants contained in this Agreement, Lot 1 Owner, or the Lot 3 Owner shall have the right, but not the obligation, to perform such maintenance obligations, provided the non-defaulting party gives the Lot 2 Owner thirty (30) days' prior written notice of such party's intent to perform such maintenance obligations.

4. Lien. If the any party hereto shall fail to timely pay their required share of the cost of construction, repairs, maintenance, upkeep and/or improvement ("Defaulting Party") within sixty (60) days after receipt of billing therefor, then such Defaulting Party's respective lot or lots shall be subject to a lien thereon for such cost, and such Defaulting Party shall be liable for attorneys' fees and court costs incurred in enforcing collection, all of which shall also be deemed secured by such lien. The other non-defaulting party or parties ("Non-Defaulting Party") hereto shall have the right to file a notice of record of such lien claim against the Defaulting Party's lot. The lien provided for herein may be enforced and foreclosed in the same manner provided from time to time for the foreclosure of construction liens under the laws of the state of Nebraska except that the only notice required prior to the filing of a suit to foreclose such lien, anything in the present or future laws to the contrary notwithstanding, shall be thirty (30) day notice in writing (accompanied by an itemized bill in the amount claimed to be due and owing) delivered to the Defaulting Party.

5. Non-Interference. The Lot 2 Owner shall ensure that the Lot 1 Owner, the Lot 3 Owner, their successors, assigns, employees, agents and invitees shall at all times have the right to use the Access Easement as provided herein and that the Lot 2 Owner's use of the Access Easement Area shall not unreasonably interfere with Lot 1 Owner's or the Lot 3 Owner's use of the Access Easement Area for the uses permitted herein.

6. This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

7. Amendment. No oral amendment of this Easement shall be binding on the parties hereto. Any modification or amendment of this Easement must be in writing and signed by Lot 1 Owner, Lot 2 Owner and Lot 3 Owner.

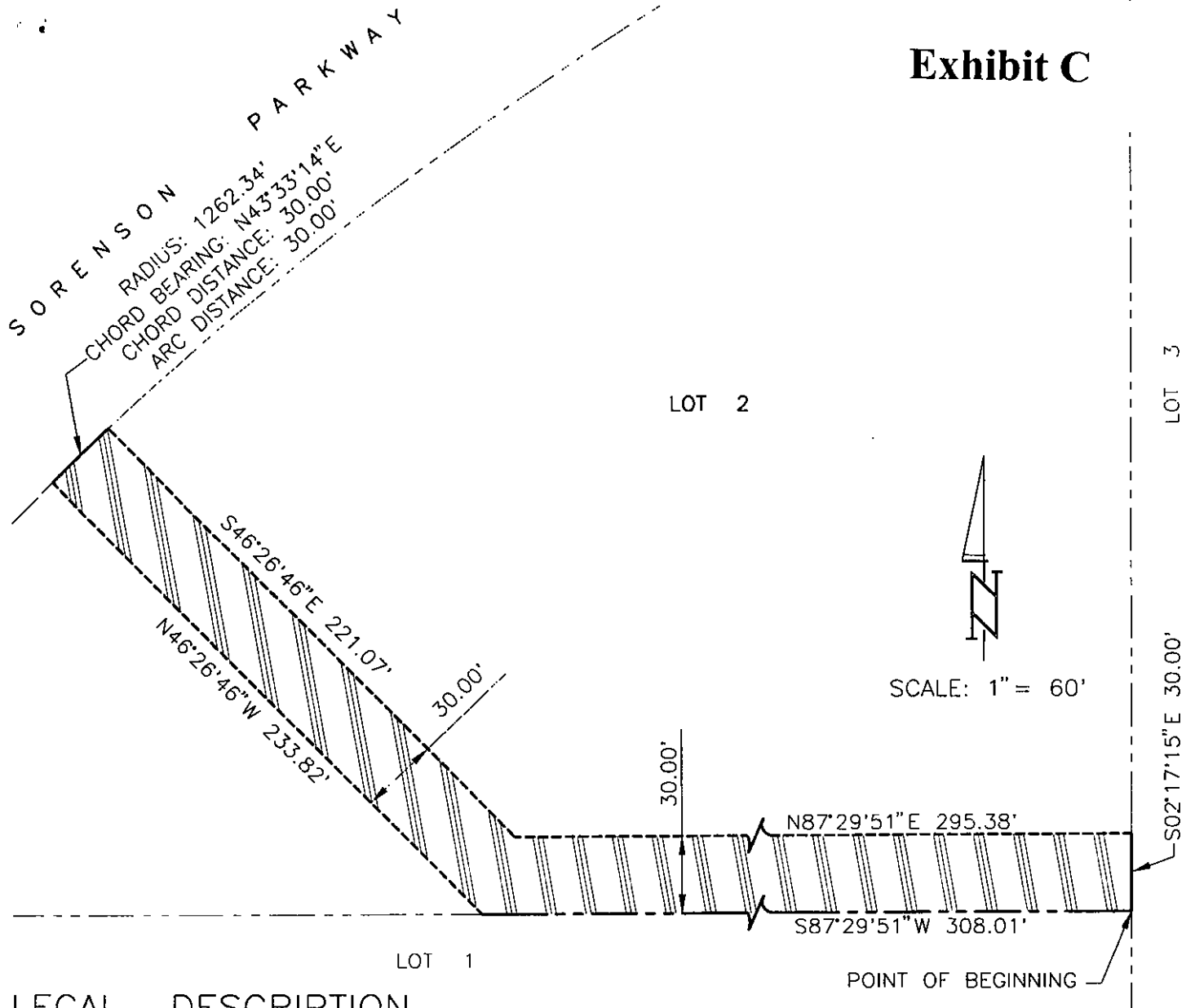
8. Successors and Assigns. The covenants herein contained shall run with the land and be binding upon it and shall inure to the successors of the party or parties described herein.

Exhibit A

That part of the Northeast Quarter (NE¼) of Section 34, Township 16 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 34; thence North $87^{\circ}17'04''$ East (bearings referenced to the Nebraska State Plane System, NAD 83), for 1,400.73 feet, along the North line of the Northeast Quarter of Section 34; thence South $02^{\circ}17'15''$ East, for 171.92 feet, parallel with and 66.00 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 34, to the South right-of-way line of the Northwest Connector and the true Point of Beginning; thence South $02^{\circ}17'15''$ East, for 531.15 feet, parallel with and 66.00 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 34; thence South $87^{\circ}29'51''$ West, for 361.53 feet; thence South $02^{\circ}17'15''$ East, for 1,208.98 feet, to the North right-of-way line of Vernon Avenue; thence along a curve to the right (having a radius of 1,279.33 feet and a long chord bearing North $78^{\circ}21'07''$ West, for 412.71 feet), for an arc length of 414.52 feet, along said North right-of-way line; thence North $69^{\circ}04'10''$ West, for 165.32 feet, along said North right-of-way line; thence along a curve to the left (having a radius of 689.17 feet and a long chord bearing North $72^{\circ}54'36''$ West, for 92.32 feet), for an arc length of 92.39 feet, along said North right-of-way line; thence North $76^{\circ}45'02''$ West, for 214.27 feet, along said North right-of-way line; thence along a curve to the right (having a radius of 40.00 feet and a long chord bearing North $36^{\circ}02'24''$ West, for 52.17 feet), for an arc length of 56.83 feet, to the East right-of-way line of the Northwest Connector; thence North $04^{\circ}40'14''$ East, for 339.93 feet, along said East right-of-way line; thence along a curve to the right (having a radius of 1,262.34 feet and a long chord bearing North $44^{\circ}52'57''$ East, for 1,629.95 feet), for an arc length of 1,771.87 feet, along the Southeast right-of-way line of the Northwest Connector, to the Point of Beginning.

Exhibit C



LEGAL DESCRIPTION

THAT PART OF LOT 2, IRVINGTON TECHNOLOGY PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 2;

THENCE S87°29'51"W (ASSUMED BEARING) 308.01 FEET ON THE SOUTH LINE OF SAID LOT 2;

THENCE N46°26'46"W 233.82 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2;

THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 2 ON A 1262.34 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N43°33'14"E, CHORD DISTANCE 30.00 FEET, AN ARC DISTANCE OF 30.00 FEET;

THENCE S46°26'46"E 221.07 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2;

THENCE N87°29'51"E 295.38 FEET ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 TO THE EAST LINE THEREOF;

THENCE S02°17'15"E 30.00 FEET ON THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

FIRST DATA RESOURCES TD2 FILE NO.: 839-118-EXHB DATE: MAY 18, 2001
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860