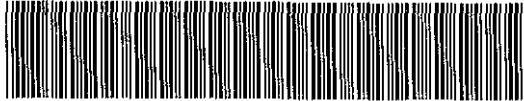


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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



MISC 2003 16001

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**CROSS EASEMENT AGREEMENT**

Misc  
 FEE 1600 FB see below  
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 DEL \_\_\_\_\_ SCAN 13 FY \_\_\_\_\_

THIS AGREEMENT is entered into between THE VENTEICHER LIMITED LIABILITY COMPANY, LLC, a Nebraska limited liability company, having an office at 13330 Fort Street, Omaha, NE 68164 ("VLLC"), and VTJ PROPERTIES, L.L.C., a Nebraska limited liability company, having an office at 14464 Grand Ave., Omaha, NE 68116 ("VTJ")

**Preliminary Statement**

A. VLLC is the owner of fee simple title in certain real property legally described as OS-36805 Lot 23, Standing Bear, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded ("Premises1") and VTJ is acquiring from VLLC fee simple title in certain real property legally described as Lot 2, Standing Bear Replat Fifteen, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded ("Premises2"). OS-36839

B. The parties to this Agreement are desirous of granting a reciprocal permanent ingress and egress access easement for the purpose of common ingress and egress over and upon the driveways which the parties plan to locate on the two lots described above.

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

1. **Grant of Easement.** Each party to this Agreement does hereby grant and convey to itself and to all future owners of Premises1 and Premises2, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a nonexclusive reciprocal access easement within, over and through the paved drive area within Premises1 and Premises2, for the purpose of ingress and egress within, over and through the paved drive areas of Premises1 and Premises2. The parties agree that when the drive areas for Premises1 and Premises2 have been constructed the parties shall execute an amendment to this Agreement delineating the drive areas for Premises1 and Premises2 over which this easement pertains.

2. **Nonobstruction.** Upon completion of construction of improvements on Premises1 and Premises2, the parties hereto and all persons benefitted by this grant of easement agree that there shall be free and unimpeded access through and over the drive areas and that no

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ledge, fence, wall or similar barrier will be constructed within the paved drive areas of Premises1 and Premises2 except for: (i) curbing installed and intended to assist reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use. The parties hereto and all subsequent owner(s) of the Premises1 and Premises2 or any part thereof agree and covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrians on and over the paved drive areas of Premises1 and Premises2.

3. **Construction, Repair and Maintenance.** The party who is the owner of the lot shall pay for the grading, paving and repair and maintenance of the surface of the drive area located on such lot. Each party shall keep the surface of the drive area located on his property in good condition and repair.

4. **Covenants Running with Land.** All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto and the Grantees.

5. **No Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication to the public of any portion of the Property within the Easement Area, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

6. **Representations and Miscellaneous.** The parties hereto hereby represent to the other party that it is the owner of the property described as being owned by it in the preamble to this Agreement, and each party represents to the other party that it has the right to enter into this Agreement and convey the easement in the manner set forth herein. This Agreement and Easement shall be binding upon and inure to the benefit of all present and future owners of Premises1 and Premises2, or any part thereof, and to their respective heirs, successors, representatives, assigns, invitees, lessees and employees. The provisions of this Agreement and Easement shall be construed pursuant to the laws of the State of Nebraska.

day of <sup>May</sup> April, 2003.

IN WITNESS WHEREOF the parties have entered into this Agreement this <sup>Effective as of</sup> 5<sup>th</sup>

VLLC:

THE VENTEICHER LIMITED LIABILITY COMPANY,  
a Nebraska limited liability company

By:

  
George W. Venteicher, Its President

VTJ:

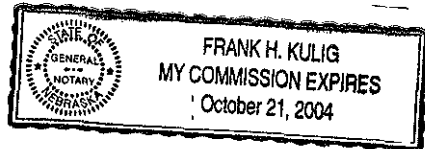
VTJ PROPERTIES, L.L.C., a Nebraska limited liability company

By: Vicki Uhler

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 5 day of ~~April~~<sup>May</sup>, 2003, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, the President of The Venteicher Limited Liability Company, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

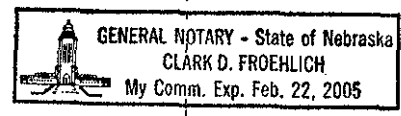


Frank Kulig  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 1st day of ~~April~~<sup>May</sup>, 2003, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Vicki Uhler, the member of The VTJ PROPERTIES, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Clark D. Froehlich  
Notary Public

Upon Recording Return to: Mark L. Laughlin, 11306 Davenport St., Omaha, NE 68154-2630