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GEORGE J. BUCKLEY
REGISTER OF DEEDS
DOUGLAS CO.



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CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT ("Cross Easement Agreement") is made and entered into on this 13th day of May, 1996, by and between Rodney Kush and Kathleen Kush, husband and wife ("Kush") and Blue One Limited Partnership, a Nebraska limited partnership ("Blue One");

WHEREAS, Kush is the owner of certain real property located in Omaha, Douglas County, Nebraska, and which is more particularly described as follows :

TRACT (1)

Lot One (1), ^{conf} Blue One Addition, an addition to the City of Omaha, Douglas County, Nebraska;

TRACT (2)

Lot Three (3), ^{conf} Blue One Addition, an addition to the City of Omaha, Douglas County, Nebraska; and

TRACT (3)

¹⁻¹⁴⁻¹²
The real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

WHEREAS, Tract 1, Tract 2 and Tract 3 shall hereinafter be collectively referred to as the "Kush Property";

WHEREAS, Blue One is the owner of certain real property located in Omaha, Douglas County, Nebraska, which is more particularly described as Lot Two (2), Blue One Addition, an Addition to the City of Omaha, Douglas County, Nebraska ("Blue One Property"); and

WHEREAS, Kush and Blue One desire to grant the other certain easements, hereinafter described for the benefit of the other party's property upon the terms and conditions hereinafter set forth. Said easements are generally depicted and more particularly described on the drawing consisting of six (6) pages which is attached hereto as Exhibit "B" ("Drawing").

1. Kush Easements

Kush hereby grants to Blue One and to its respective tenants, subtenants, concessionaires, invitees, employees, agents and customers for the benefit of the Blue One Property, the non-exclusive, perpetual right, privilege and easement to use those portions of the Kush Property, which are generally depicted and more particularly described on the Drawing as Easement No. 1, Easement No. 2, Easement No. 3, and Easement No. 6 for ingress and egress of motor vehicles and for the installation and maintenance of sanitary sewer, gas, electrical, telephone and cable television installations and facilities and for no other purposes. Easement No. 1 and Easement No. 3 shall be a burden upon Tract 3 of the Kush Property and as an appurtenant benefit to the balance of the Kush Property and to the Blue One Property. Easement No. 2 shall be a burden upon Tract 3 of the Kush Property and as an appurtenant benefit to the balance of of the Kush Property and to the Blue One Property. Easement No. 6 shall be a burden upon Tract 1 of the Kush Property and as an appurtenance benefit to the Blue One Property.

2. Blue One Easement Grant

Blue One hereby grants to Kush and to their respective tenants, subtenants, concessionaires, invitees, employees, agents and customers for the benefit of the Kush Property, the non-exclusive perpetual right, privilege and easement to use those portions of the Blue One Property which are generally depicted and more particularly described on the Drawing as Easement No. 4 and Easement No. 5, for ingress and egress of motor vehicles and for the installation and maintenance of sanitary sewer, gas, electrical, telephone and cable television installations and facilities and for no other purposes. Easement No. 4 and Easement No. 5 shall be a burden upon the Blue One Property and as an appurtenant benefit to the Kush Property.

3. Construction and Maintenance of Easement Areas

(a) Easement No. 1 and Easement No. 2

The owner of Tract 3 of the Kush Property shall be solely responsible for overseeing the construction, maintenance, repair, and/or replacement of an improved road surface within Easement No. 1 and Easement No. 2. The type of road surface installed shall be selected by the owner of Tract 3 of the Kush Property, in their sole discretion, provided however, the surface shall be constructed of materials which will minimize the generation and spreading of dust. All costs and expenses relating thereto shall be the sole responsibility of the ownerof

Tract 3 of the Kush Property. The Owner of Tract 3 of the Kush Property shall be obligated to maintain the improvements in a reasonably prudent manner so as to permit reasonable vehicular access over and across said easements.

(b) Easement No. 3 /Easement No. 4

The owner of Tract 3 of the Kush Property shall be solely responsible for overseeing the construction, maintenance, repair and/or replacement of an improved road surface within Easement No. 3 and Easement No. 4 . The type of road surface installed shall be selected by the owner of Tract 3 of the Kush Property, in their sole discretion, provided however, the surface shall be constructed of materials which will minimize the generation and spreading of dust. All costs and expenses relating to the construction, maintenance, repair and/or replacement of the improvements comprising the road within Easement No. 3 and Easement No. 4 shall be allocated fifty percent (50%) to the owner of Tract 3 of the Kush Property and fifty percent (50%) to the owner of the Blue One Property. Blue One does hereby grant the owner of Tract 3 of the Kush Property an easement, reasonable in scope and duration, to enter upon the Blue One Property to comply with the obligation to construct, maintain, repair, and replace the improvements located within Easement No. 4 . The owner of Tract 3 of the Kush Property shall be obligated to maintain the improvements located in Easement No. 3 and Easement No. 4 in a reasonably prudent manner so as to permit reasonable vehicular access over and across said easements.

The owner of Tract 3 of the Kush Property, shall have the right, as costs are incurred (but not more frequently than monthly) to obtain reimbursement from the owner of the Blue One Property fifty percent (50%) of the actual and reasonable costs and expenses incurred by the owner of Tract 3 of the Kush Property in the construction, maintenance, repair and/or replacement of the improvements comprising the road located within Easement No. 3 and Easement No. 4 . Said invoice shall be accompanied by copies of all bills and invoices. The owner of the Blue One Property shall, within thirty (30) days thereafter remit to the owner of Tract 3 of the Kush Property, fifty percent (50%) of said costs. In the event the owner of the Blue One Property fails to do so, the owner of Tract 3 of the Kush Property shall have the remedies afforded the provider of labor or material under the Nebraska Construction Lien Act.

(c) Easement No. 5

The owner of the Blue One Property shall be solely responsible for overseeing the construction, maintenance, repair and/or replacement of the improvements comprising the road located within Easement No. 5. The owner of the Blue One Property agrees to construct the road surface located in Easement No. 5 using concrete and further agrees to commence construction thereof and to complete construction thereof within a reasonable time after the

date hereof. All costs and expenses relating to the construction, maintenance, repair and/or replacement of the improvements comprising the road located within Easement No. 5 shall be the sole responsibility of the owner of the Blue One Property, and said owner agrees to maintain the improvements in a reasonably prudent manner so as to permit reasonable vehicular access over and across said easement.

(d) Easement No. 6

The owner of the Blue One Property shall be solely responsible for overseeing the construction, maintenance, repair and/or replacement of the improvements comprising the road located within Easement No. 6. The owner of the Blue One Property agrees to construct the road surface located in Easement No. 6 using concrete and further agrees to commence construction thereof and to complete construction thereof within a reasonable time after the date hereof. All costs and expenses relating to the construction, maintenance, repair and/or replacement of the improvements comprising the road located within Easement No. 6 shall be the sole responsibility of the owner of the Blue One Property, and said owner agrees to maintain the improvements in a reasonably prudent manner so as to permit reasonable vehicular access over and across said easements. Kush does hereby grant the owner of the Blue One Property an easement, reasonable in scope and duration, to enter upon Tract 1 of the Kush Property to comply with the obligation to construct, maintain, repair, and replace the improvements located within Easement No. 6.

(e) Miscellaneous

In addition, each grantee, at their sole cost and expense, shall promptly repair, replace or restore any and all improvements located on either the Kush Property or Blue One Property which have been damaged or destroyed in the exercise by the grantee of the easements granted by the Cross Easement Agreement. The grantee of any easement for utilities shall be responsible for the installation, maintenance, repair and removal at grantee's cost of all such utilities installed pursuant to the easement grant. All such installation, maintenance, repair and removal of any such utilities shall be performed in a manner that causes as little disturbance to grantor as may be practicable under the circumstances and any and all portions of the surface area which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored at the sole cost and expense of the grantee to substantially the same condition as the same were prior to the commencement of such work.

4. Indemnification

Each party hereby indemnifies and saves the other party harmless from and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death,

or property damage and occurring on or from the easement areas located on the respective property of each, except if caused by the act or negligence of the other party hereto.

5. Insurance

Each party shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$500,000 for injury or death of a single person, and to the limit of not less than \$1,000,000 for any one occurrence, and to the limit of not less than \$500,000 for property damage. Each party shall provide the other the certificates of such insurance from time to time to evidence such insurance is in force. Such insurance shall provide that the same may not be canceled without thirty (30) days written notice to the other party.

6. Term

The easements and conditions contained herein shall be perpetual and non-exclusive.

7. Covenants Running With the Land

The easements hereby granted, the restrictions hereby imposed and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit and be binding upon the parties hereto, the respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any part of the Kush Property or the Blue One Property and all persons claiming under them.

8. Non-Partners

Except as otherwise specifically set forth herein, nothing contained in this Cross Easement Agreement shall be construed to make any other parties hereto partners, joint venturers or to render any of the parties liable for the debts or obligations of any other party hereto.

9. Enforcement

Enforcement of these easements, restrictions, covenants and conditions shall be made by any proceeding at law or in equity against any persons violating or attempting to violate any provision, either to restrain violation, mandate compliance, or recover damages, in the failure of any party to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Mortgages Subordinate

Any mortgage now or hereafter placed upon the Blue One Property or the Kush Property shall, at all times, be subject and subordinate to the terms of this Cross Easement Agreement and any party foreclosing any such mortgage shall acquire title to the foreclosed premises subject to the terms of this Cross Easement Agreement.

11. Waiver

No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at anytime during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms or conditions of this Cross Easement Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Cross Easement Agreement. No breach, whether or not material, of any of the obligations imposed upon any party hereunder shall entitle any other party to cancel, rescind or otherwise terminate this Cross Easement Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Cross Easement Agreement.

12. Non-merger

Ownership by one person or party of both of the Blue One Property and the Kush Property shall not result in a cancellation or termination of the easements hereby created through merger or otherwise, unless specifically terminated in writing by an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

13. Governing Law, Severability

This Cross Easement Agreement shall be governed by and construed according to the laws of the State of Nebraska. If any provision of this Cross Easement Agreement, or the application thereof to any party or circumstance, shall to any extent be endowed or unenforceable, the remaining provisions of this Cross Easement Agreement and the application of such provision to any other party or circumstance shall not be affected thereby, each provision of this Cross Easement Agreement shall be valid and enforceable to the fullest extent provided by law.

14. Notice

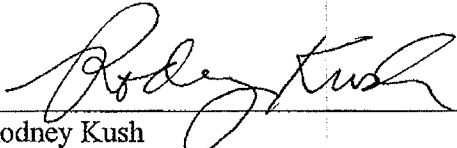
Any notice shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the party who appears as the owner of the Kush Property or the Werner Property on the records of the Register of Deeds of Douglas County, Nebraska.


15. Construction

The rule of strict construction does not apply to this Cross Easement Agreement. This Cross Easement Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

IN WITNESS WHEREOF, the undersigned have executed this Cross Easement Agreement on the day and year first written above.

“KUSH”

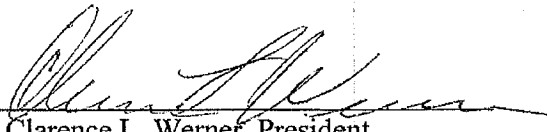

Rodney Kush


Kathleen Kush

“BLUE ONE”

Blue One Limited Partnership, a Nebraska limited partnership

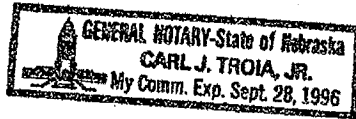
By: Werner Investments, Inc., a Nebraska corporation,
Its General Partner

By 
Clarence L. Werner, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Rodney Kush, to me, known to be the identical person whose name is affixed to the above Cross Easement Agreement and acknowledged the same thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Carl J. Troia, Jr.

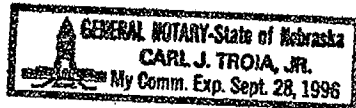
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Kathleen Kush, to me, known to be the identical person whose name is affixed to the above Cross Easement Agreement and acknowledged the same thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Carl J. Troia, Jr.

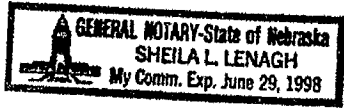
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
SARPY) ss.
COUNTY OF ~~DONIPHAN~~)

On this 3rd day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Clarence L. Werner, President of Werner Investments, Inc., to me, known to be the identical person whose name is affixed as to the above Cross Easement Agreement and acknowledged the same thereof to be his voluntary act and deed and the voluntary act and deed of the corporation.

Witness my hand and Notarial Seal the day and year last above written.



Sheila L. Lenagh
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CONSENT OF MORTGAGEE

Mid City Bank is the beneficiary under that certain Deed of Trust given by Rodney Kush and Kathleen Kush, as Trustors, to Thomas J. Young, as Trustee for the benefit of Mid City Bank, as Beneficiary, dated October 20, 1994, recorded October 21, 1994, in Book 4427, page 621 of the Mortgage Records of Douglas County, Nebraska ("Deed of Trust"). Said Deed of Trust affects that portion of the Kush Property designated as Tract 3 . Mid City does hereby consent to the terms of the attached Cross Easement Agreement and hereby subordinates the Deed of Trust to the provisions of the attached Cross Easement Agreement.

Dated this 17th day of May, 1996.

MID CITY BANK

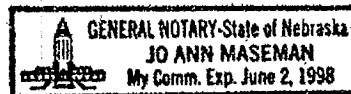
By: James G. Fitt, Pres.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17 day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared JAMES G FITZ, the President of Mid City Bank, before me, known to be the identical person whose name is affixed to the above Water Line Easement Agreement and acknowledged the same thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Jo Ann Maseman
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

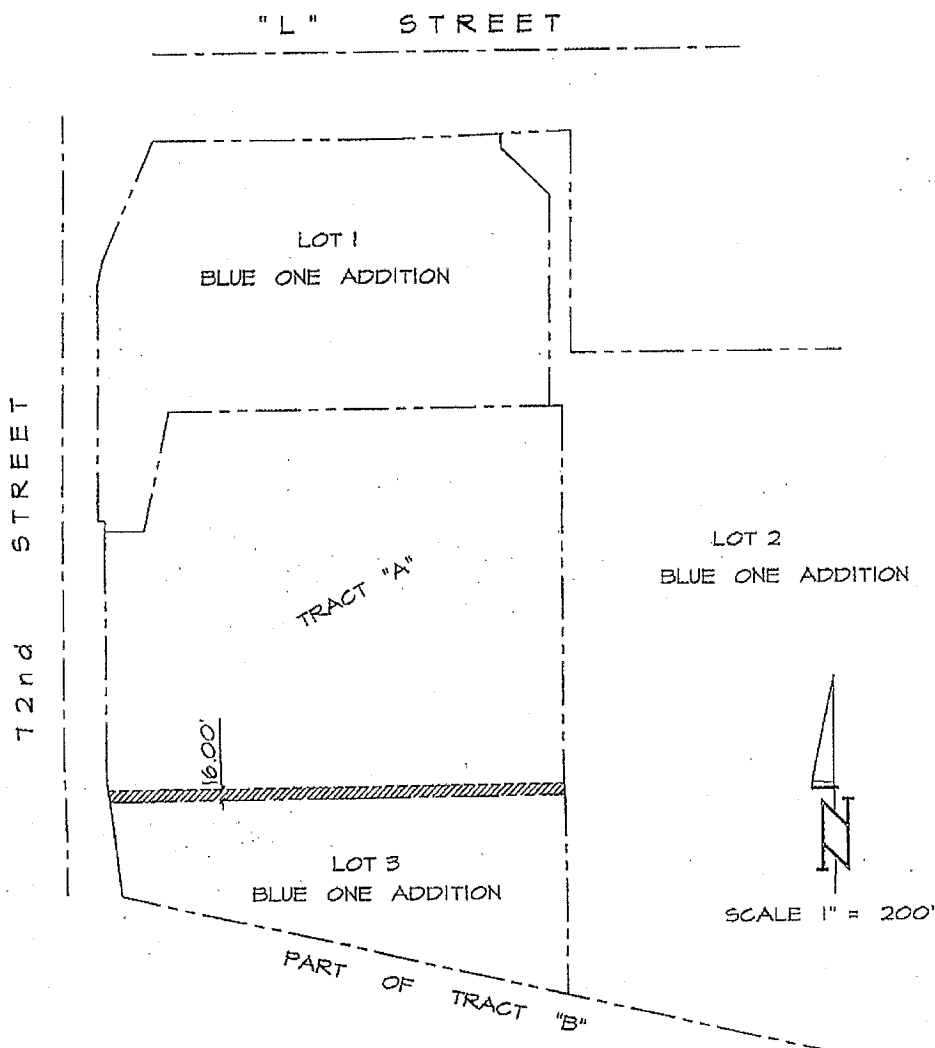
EXHIBIT "A"

Tract "A" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska.

SW SW

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 1



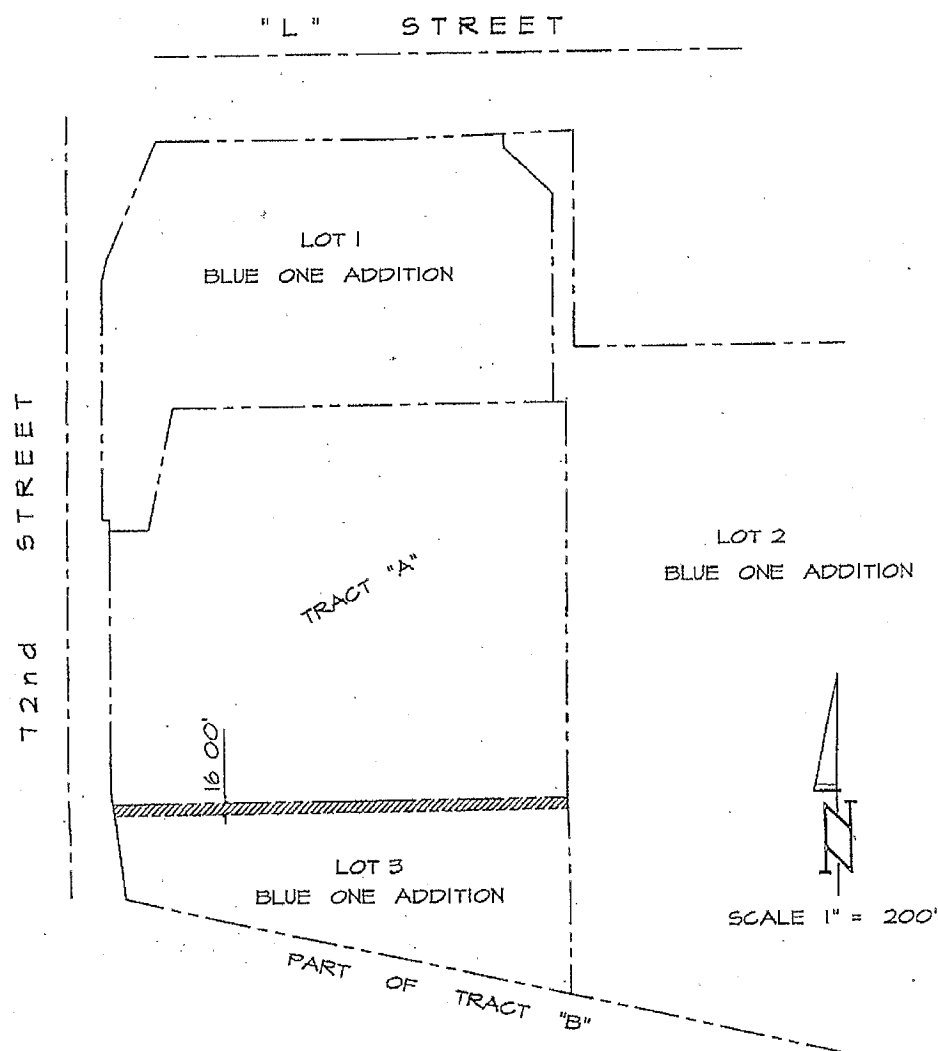
LEGAL DESCRIPTION

THE SOUTH 16.00 FEET IN WIDTH OF TRACT "A" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 138 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

POLACK, WOOLLEY & TROIA, P.C. TD2 FILE NO. 931-105-7A DATE: MAY 2, 1996

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 2



LEGAL DESCRIPTION

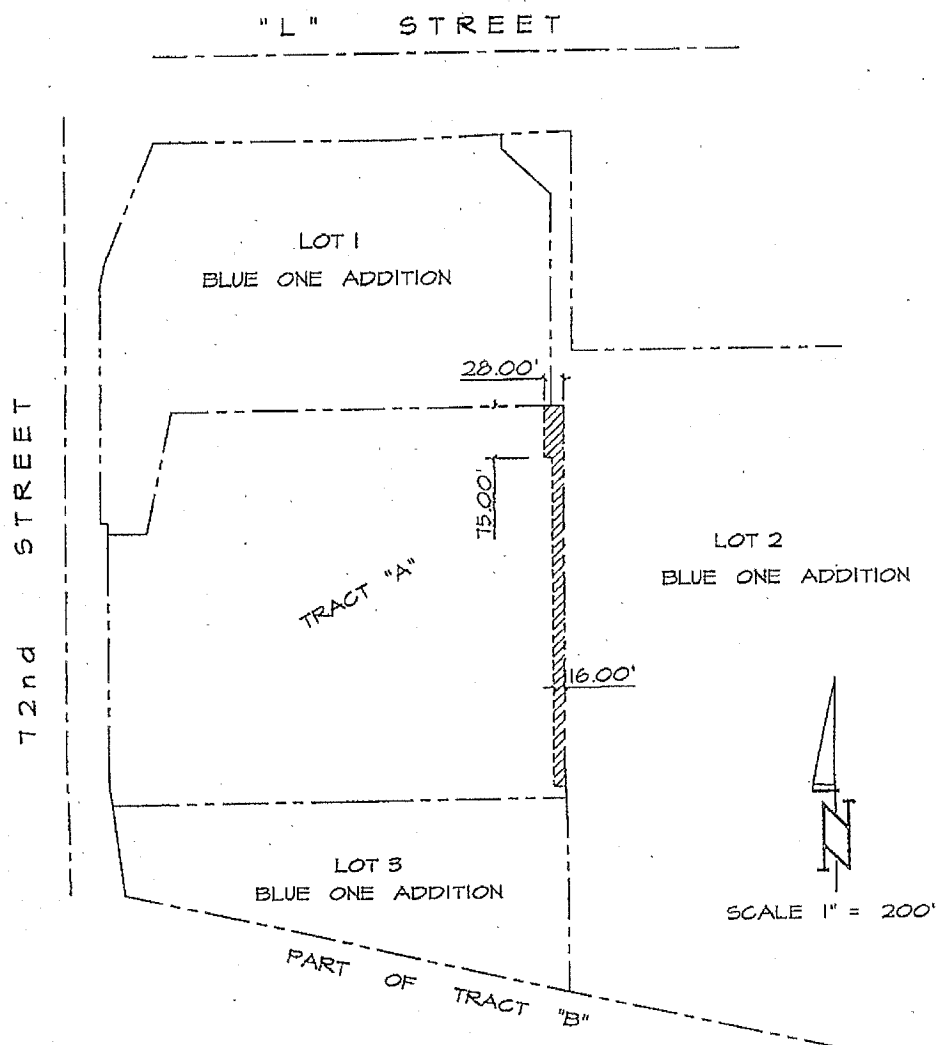
THE NORTH 16.00 FEET IN WIDTH OF LOT 3, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

POLACK, WOOLLEY & TROIA, P.C. TD2 FILE NO. 931-105-7 DATE: MAY 2, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8861

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 3



LEGAL DESCRIPTION

THE EAST 16.00 FEET IN WIDTH OF TRACT "A" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT THE SOUTH 16.00 FEET THEREOF TOGETHER WITH THE WEST 12.00 FEET OF THE EAST 28.00 FEET OF THE NORTH 75.00 FEET THEREOF.

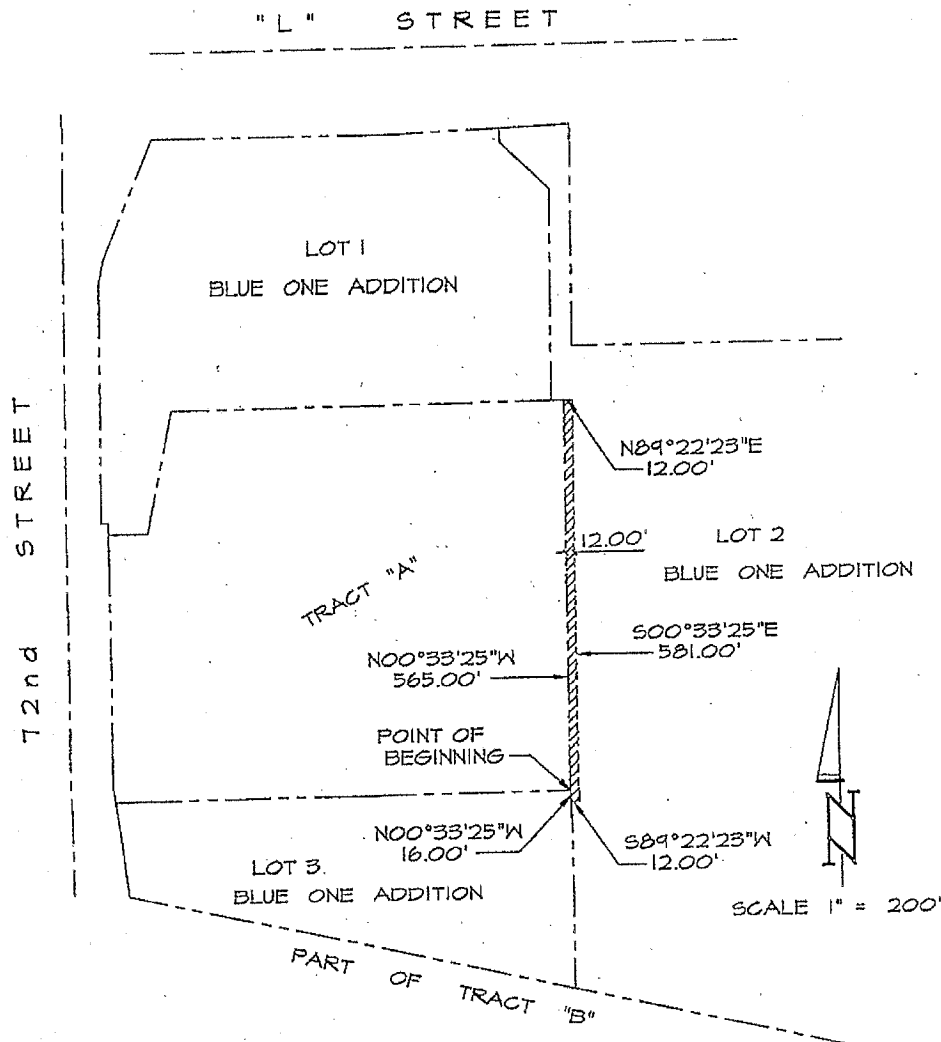
POLACK, WOOLLEY & TROIA, P.C.

TD2 FILE NO. 931-105-B

DATE: MAY 7, 1996

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 4



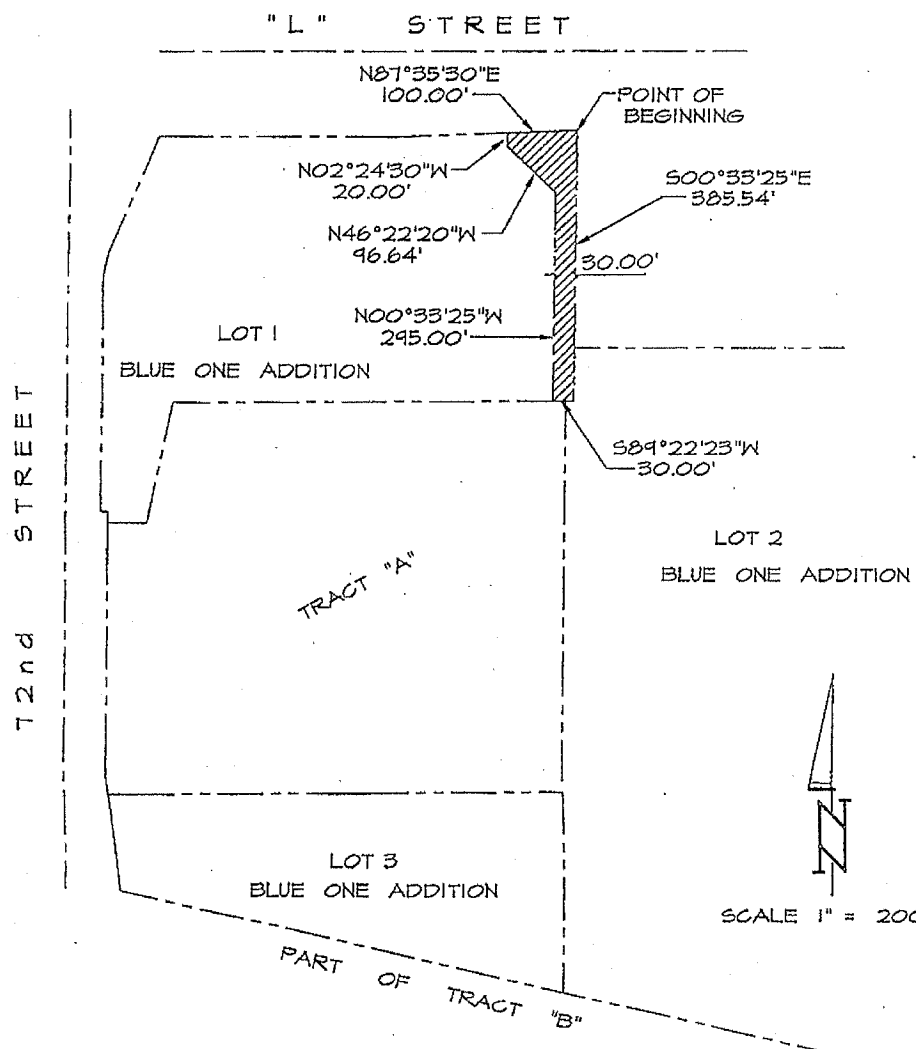
LEGAL DESCRIPTION

THAT PART OF LOT 2, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 3, SAID BLUE ONE ADDITION; THENCE N00°33'25"W (ASSUMED BEARING) 565.00 FEET ON THE WEST LINE OF SAID LOT 2 TO A CORNER THEREOF; THENCE N89°22'23"E 12.00 FEET; THENCE 500°33'25"E 581.00 FEET ON A LINE 12.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE 589°22'23"W 12.00 FEET TO THE WEST LINE OF SAID LOT 2; THENCE N00°33'25"W 16.00 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

POLACK, WOOLLEY & TROIA, P.C. TD2 FILE NO. 931-105-7D DATE: MAY 2, 1996
THOMPSON DREFFESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154 402-330-8860

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 5



LEGAL DESCRIPTION

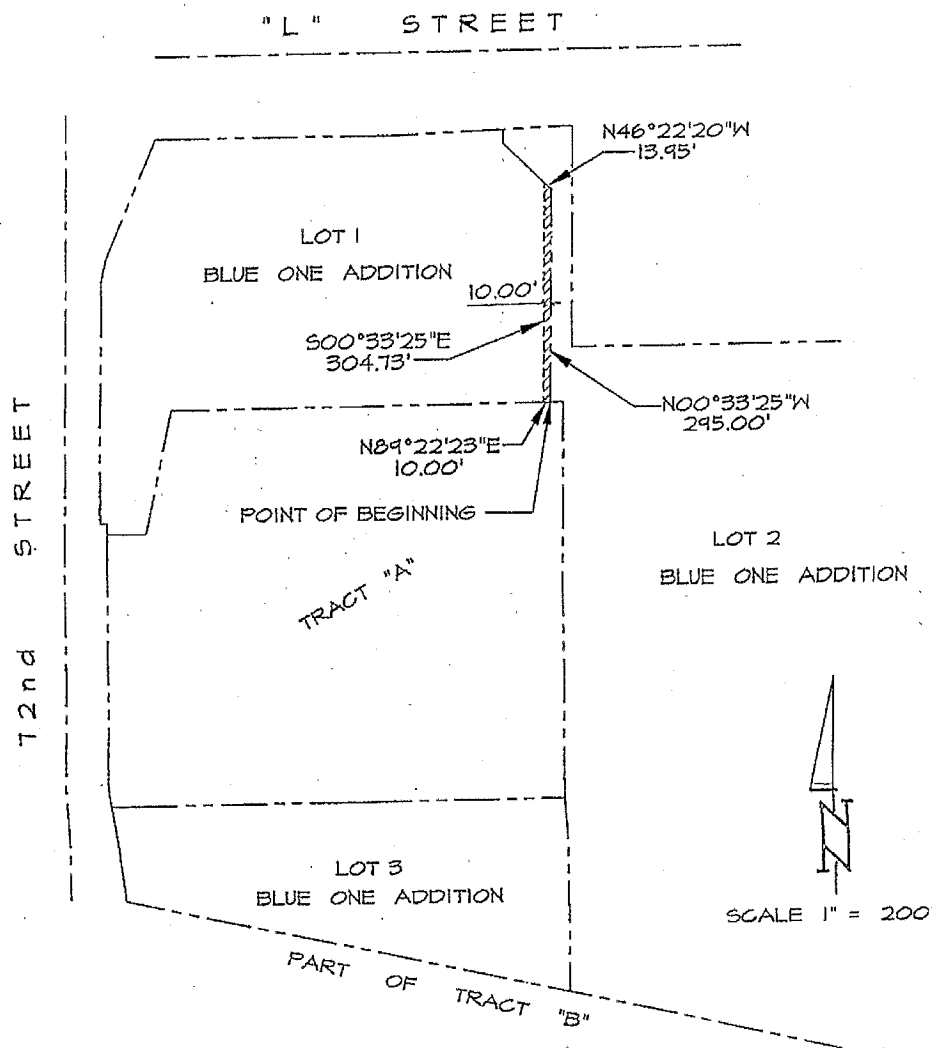
THAT PART OF LOT 2, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 2; THENCE 500°33'25"E (ASSUMED BEARING) 385.54 FEET ON A EAST LINE OF SAID LOT 2 AND ITS SOUTHERLY EXTENSION TO THE EASTERLY EXTENSION OF A LINE OF SAID LOT 2; THENCE S89°22'23"W 30.00 FEET ON SAID LINE AND ITS EASTERLY EXTENSION; THENCE N00°33'25"W 295.00 FEET ON A WEST LINE OF SAID LOT 2; THENCE N46°22'20"W 96.64 FEET ON A WESTERLY LINE OF SAID LOT 2; THENCE N02°24'30"W 20.00 FEET ON A WEST LINE OF SAID LOT 2; THENCE N87°35'30"E 100.00 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

POLACK, WOOLLEY & TROIA, P.C. TD2 FILE NO. 931-105-70 DATE: MAY 2, 1996

STANBSON, BREESSEN AND DORNER, INC. 10824 OLD MILL ROAD, AVARIA, NEBRASKA 68411

EXHIBIT "B"
TO CROSS EASEMENT AGREEMENT

EASEMENT NO. 6



LEGAL DESCRIPTION

THAT PART OF LOT 1, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE N00°33'25"W (ASSUMED BEARING) 295.00 FEET ON THE EAST LINE OF SAID LOT 1; THENCE N46°22'20"W 13.95 FEET ON THE EASTERLY LINE OF SAID LOT 1; THENCE S00°33'25"E 304.73 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE N89°22'23"E 10.00 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

POLACK, WOOLLEY & TROIA, P.C. TD2 FILE NO. 931-105-8 DATE: MAY 7, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8861