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EASEMENT AGREEMENT

THIS AGREEMENT is made this 15th day of June, 1990 by and between Commercial Federal Savings and Loan Association, Attention: Income Property Lending, whose address is 2120 South 72 Street, Omaha, Nebraska 68124 ("Commercial Federal") and Grandmother's Food Service, Inc. whose address is 8420 West Dodge Road, Suite 100, Omaha, Nebraska 68114 ("Grandmother's").

R E C I T A L S:

A. Commercial Federal is the owner of certain real property (the "North Premises") legally described as follows:

SP Lots 6, 7, 8 and part of Lot 9, Block 9, Brigg's Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

B. Grandmother's is the owner of certain real property (the "South Premises") legally described as follows:

Lots 33, 32, 31, and part of 30, Block 9, Brigg's Place, an Addition to the City of Omaha, as surveyed, platted and recorded, together with the vacated alley adjoining said lots on the North, in Douglas County, Nebraska;

C. Grandmother's desires to develop certain business operations upon the South Premises and in order to facilitate the same and to minimize the impact of the same upon the North Premises of Commercial Federal, the parties hereto desire to grant certain mutual easements across portions of their respective properties as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of mutual promises and agreements contained herein, the parties agree as follows:

1. Commercial Federal does hereby grant to Grandmother's for its benefit and for the benefit of its employees, contractors, licensees and business invitees, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and across the North Premises.

2. Grandmother's does hereby grant to Commercial Federal for its benefit and for the benefit of its employees, contractors, licensees and business invitees, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and across the South Premises.

3. The foregoing grants of easements are not parking easements. Commercial Federal, with respect to the North

Premises, and Grandmother's, with respect to the South Premises, may post signs on their respective premises which advise that such are available only for the private parking of the owner thereof, its employees, contractors, licensees, and business invitees and that unauthorized parked vehicles are subject to removal. Notwithstanding the foregoing, Commercial Federal acknowledges that unauthorized parked vehicles will on occasion occur on the North Premises, and Grandmother's agrees to take reasonable and necessary steps to prevent such from occurring on a regular and chronic basis. If unauthorized and parked vehicles become a regular and chronic problem on the North Premises, Commercial Federal shall have the immediate right and without prior notice to Grandmother's to restrict access to the North Premises to persons authorized by Commercial Federal and to terminate this Easement Agreement.

4. A "regular and chronic problem" for the purposes of the proceeding paragraph is defined as one in which in any calendar month Commercial Federal causes the removal during Commercial Federal's normal business hours of three or more unauthorized parked vehicles from the North Premises after complaint of Commercial Federal and failure of Grandmother's to remove the same within two hours or failure to make due diligent efforts to remove the same within such two hours if adverse weather conditions exist. A "regular and chronic problem" is further defined to arise where Commercial Federal makes six or more complaints to Grandmother's in any calendar month of the existence of unauthorized parked vehicles during Commercial Federal's normal business hours in the event Grandmother's does not cause removal of the same. Commercial Federal shall document each complaint to Grandmother's by certified mail sent within a reasonable time after the lodging of a complaint.

5. During the term of this Easement Agreement, no walls, fences, or barriers of any sort or kind shall be constructed or maintained on either the North or South Premises which shall prevent or materially impair the use or exercise of the easements granted herein, or the free access and movement of pedestrians and vehicular traffic. Notwithstanding the foregoing, curb stops and other reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed provided that the same do not prevent or materially impair access. In addition, Commercial Federal or Grandmother's may install a fence, guard rail, or other permanent boundary along the common lot line between the North Premises and the South Premises provided that such boundary fence or rail contains at least one opening to permit exercise of the easements granted herein.

6. No vehicles of more than two axles or having dual mounted wheels shall be permitted to use the easements granted herein.

7. Except as otherwise provided herein, Commercial Federal shall be responsible for all maintenance associated with the North Premises and Grandmother's shall be responsible for all maintenance associated with the South Premises, and each agree to keep their respective premises in good maintenance and repair.

8. At all times until this Agreement terminates, Grandmother's shall maintain comprehensive public liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) on an "occurrence basis" against claims for personal injury including, without limitation, bodily injury, death, or property damage occurring on, in, or about the North and South Premises and the adjoining streets, sidewalks, passage-ways, docks and alleys, which insurance shall name Commercial Federal as a co-insured for all purposes, but the cost of which shall be borne solely by Grandmother's.

9. This Agreement shall terminate upon the earlier of (A) a sale by Commercial Federal of the North Premises to Grandmother's, or any person or entity affiliated with or related to Grandmother's or its principals, or to any third party not affiliated with Commercial Federal; or (B) the written agreement of both Commercial Federal and Grandmother's to terminate this Agreement; or (C) the failure of Grandmother's to perform all terms and conditions of this Agreement; or (D) the primary business conducted on the South Premises ceases to be a restaurant use.

10. Grandmother's shall install and maintain trees, shrubs, plants and other items of landscaping in connection with its use of the South Premises as is reasonable to produce and maintain an attractive appearance compatible with the landscaping utilized by Commercial Federal on its improvements west of the South Premises.

11. Except as to Lot 5, Block 9, Briggs Place, Grandmother's at its sole cost and expense shall at all times until this Agreement is terminated provide for satisfactory daily trash pickup from both the North and South Premises, including any adjacent sidewalks and driveways.

12. In consideration of this Agreement, Grandmother's shall restripe the parking lot of Commercial Federal on the North Premises, at Grandmother's expense, pursuant to specifications proposed by Grandmother's and reasonably approved by Commercial Federal. Such work shall be completed by Grandmother's prior to substantial completion of construction of its improvements on the South Premises, and upon completion of such work, Grandmother's shall have no further obligation with respect thereto, except for repairs occasioned by defective labor or materials.

