

75-489

EASEMENT AGREEMENT

AGREEMENT made this 23RD day of ~~October~~^{NOVEMBER}, 1976, between SHELDON J. HARRIS, Trustee, herein called "Grantor", and NORTHWESTERN NATIONAL BANK, Omaha, Nebraska, a corporation organized and existing under the laws of the United States of America, herein called "Grantee",

WHEREAS, Grantor is the owner in fee simple of the real property situated in Douglas County, Nebraska, which is legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor's Property"), and

WHEREAS, Grantee is the land contract purchaser of real property which lies adjacent to the Grantor's property, which real property is legally described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee's Property"), and

WHEREAS, the Grantor has sold Grantee's Property to the Grantee pursuant to said land contract, and Grantor has agreed in conjunction with and as partial consideration for and of such sale to grant an easement and license to the Grantee for the use of a portion of the Grantor's property for purposes of ingress and egress to and from the Grantee's property and for parking by customers, licensees and invitees of Grantee, and

WHEREAS, the parties hereto wish to set forth the terms and conditions of said easement and license in writing;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and undertakings involved and included in the sale by the Grantor to the Grantee of the Grantee's property, the Grantor does hereby grant to Grantee, its successors and assigns full and free right and liberty for its tenants, servants, invitees, visitors and licensees, together and in common with all others having the like right, at all times hereafter and for all purposes connected with the use and enjoyment of Grantee's property, to pass and repass over the driveway areas of Grantor's property for the purpose of obtaining ingress and egress to and from the Grantee's property.

The Grantor does hereby further grant to Grantee, its successors and assigns, and its tenants, servants, invitees, visitors and licensees, together and in common with all others having the like right, the right, easement and license to use free of charge the designated

parking areas on Grantor's property for purposes of parking automobiles, subject to such reasonable rules and regulations which Grantor, his successors, personal representatives and assigns, may adopt, promulgate and uniformly enforce for said parking areas and accesses thereto.

It is understood and agreed that the easements and licenses described above are generally limited to that portion of the Grantor's property which is outlined in red on Exhibit "C" attached hereto and incorporated herein by this reference.

The easements and licenses hereby granted and 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 of, and be binding upon, the parties hereto and their respective successors and assigns, including, but without limitation, all subsequent owners of the Grantor's property and the Grantee's property and all persons claiming under them, provided, however, if the Grantee shall default on said land contract resulting in its cancellation or foreclosure, such easements and licenses shall terminate automatically.

Grantor shall not build or maintain, or permit to be built or maintained, any obstruction or structure on the real property outlined on Exhibit "C" which would hinder or obstruct the free flow of traffic except when required for needed repairs. This restriction shall not apply to such signs, fences, traffic directing devices and similar structures which at the time of the erection thereof are usual in connection with the operation of shopping center parking lots and do not unduly interfere with those rights granted herein.

The owner of the property described in Exhibit "B" shall maintain and keep in good repair the parking areas and rights-of-way outlined on Exhibit "C" and shall remove snow, rubbish and obstructions of every nature, and shall provide adequate drainage and lighting thereon.

IN WITNESS WHEREOF, this Agreement is entered into this 23rd day of NOVEMBER, 1976.

Sheldon J. Harris, Trustee
Sheldon J. Harris, Trustee

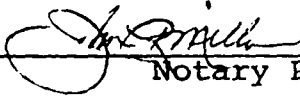
NORTHWESTERN NATIONAL BANK

BY D. E. Thompson, S.W.

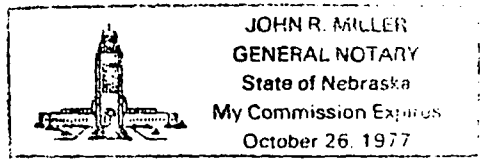
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 23rd day of ~~October~~ ^{NOVEMBER}, 1976, before me, a Notary Public qualified in said county, personally came Sheldon J. Harris, Trustee, 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 on the day and year last written above.

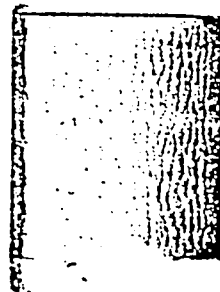


Notary Public



A part of Lot 1, Block 16, Mockingbird Hills, a subdivision located in the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

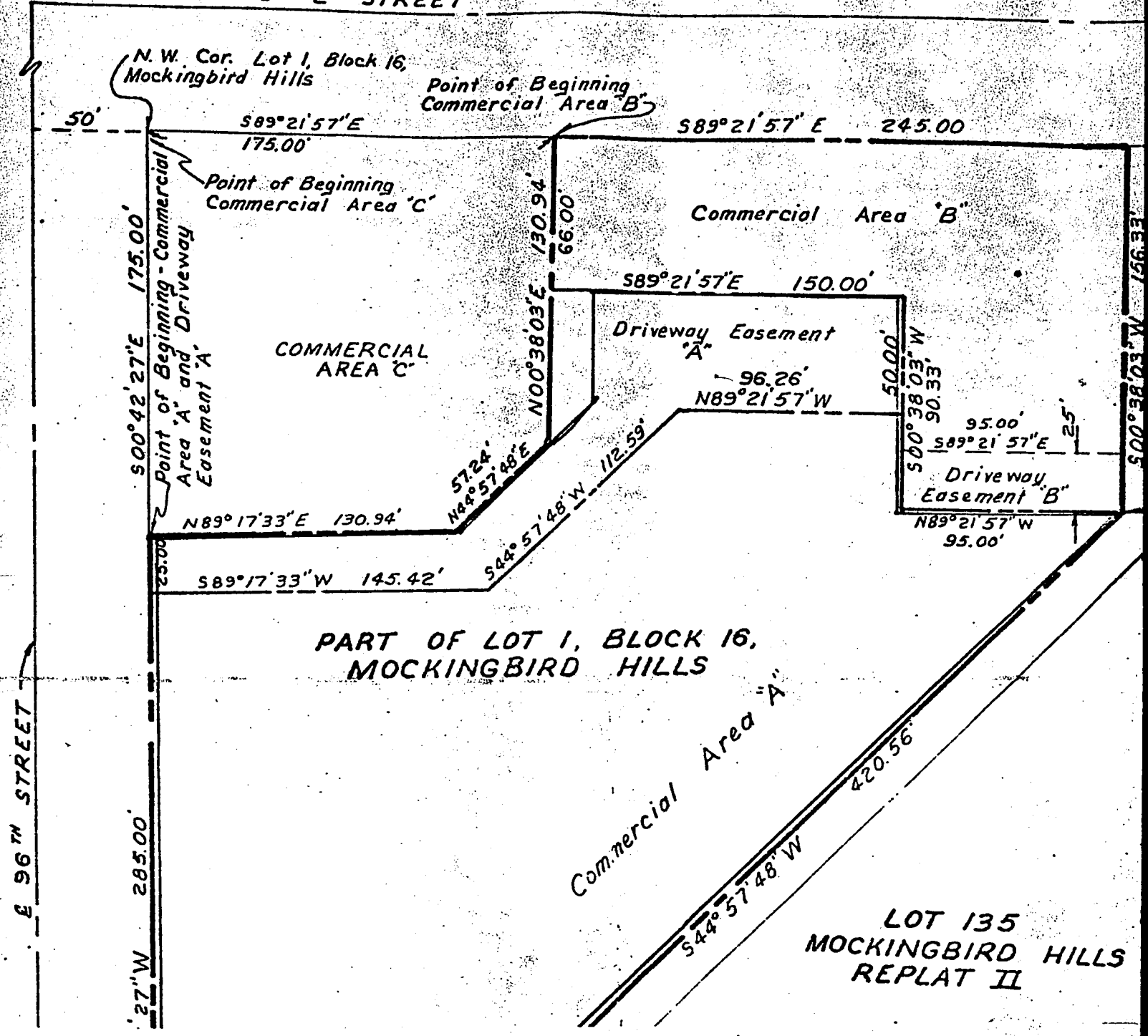
Beginning at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills thence S $89^{\circ} 21' 57''$ E, (assumed bearing), along the South right-of-way line of "L" Street, a distance of 175.00 feet; thence S $00^{\circ} 38' 03''$ W, a distance of 66.00 feet; thence S $89^{\circ} 21' 57''$ E, a distance of 150.00 feet; thence S $00^{\circ} 38' 03''$ W, a distance of 90.33 feet; thence S $89^{\circ} 21' 57''$ E, a distance of 95.00 feet; thence S $44^{\circ} 57' 48''$ W, a distance of 420.56 feet, to a point on the Northerly line of Lot 135, Mockingbird Hills, Replat II; thence S $89^{\circ} 17' 33''$ W, along said Northerly line of Lot 135, Mockingbird Hills, Replat II, a distance of 115.38 feet, to a point on the East right-of-way line of 96th Street; thence N $00^{\circ} 42' 27''$ W, along said East right-of-way line of 96th Street, a distance of 460.00 feet to the point of beginning.



A part of Lot 1, Block 16, Mockingbird Hills, a subdivision located in the NW 1/4 of the NW 1/4 of Section 3, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills; thence $S89^{\circ}21'57''E$, (assumed bearing), along the South right-of-way line of "L" Street, a distance of 205.00 feet; thence $S00^{\circ}38'03''W$, a distance of 100.23 feet; thence $S44^{\circ}57'48''W$, a distance of 100.17 feet; thence $S89^{\circ}17'33''W$, a distance of 130.94 feet, to a point on the East right-of-way line of 96th Street; thence $N00^{\circ}42'27''W$, along said East right-of-way line of 96th Street, a distance of 175.00 feet, to the Point of Beginning.

Exhibit "B"



11
 Mock

RECEIVED
 1976 NOV 24 AM 10:02
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Book 573
 Page 127
 of Melas

1-9
 1-10
 Comped
 25-489

• 75/349