

AMENDMENT TO EASEMENT AGREEMENTS

THIS amendment to Easement Agreements made and entered into this 5 day of May, 1983 by and between Sheldon J. Harris, Trustee, hereinafter referred to as "First Party", Northwestern National Bank, Omaha, Nebraska, a corporation organized and existing under the laws of the United States of America, hereinafter referred to as "Second Party", and Country Properties, Inc., a Minnesota corporation, hereinafter referred to as "Third Party",

W I T N E S S E T H:

WHEREAS, on November 23, 1976 Sheldon J. Harris, Trustee, as "Grantor" and Northwestern National Bank, Omaha, Nebraska, as "Grantee" entered into an Easement Agreement, hereinafter referred to as "the Easement Agreement", which is recorded in Book 573 at Page 122 of the Miscellaneous Records for Douglas County, Nebraska; and

WHEREAS, on May 15, 1972 Sheldon J. Harris and Janice Harris, husband and wife, and Sidney A. Goodman and Georgine Goodman, husband and wife, therein referred to as "Harris and Goodman", (the predecessors in interest to Sheldon J. Harris, Trustee) and Country Properties, Inc. and Rehnberg Development Co. entered into a Mutual Easement and Agreement, hereinafter referred to as "the Mutual Easement and Agreement" recorded in Book 510 at page 81 of the Miscellaneous Records for Douglas County, Nebraska, pertaining to the property described as Tract "C" on Exhibit 1 attached hereto and by this reference incorporated herein; and

WHEREAS, the parties hereto mutually desire hereby to amend said agreements by providing for additional land to be included in the easement area granted to Second Party, and by providing for contributions by Second Party to First Party for maintenance and repair of the easement area and adjoining common use areas, and for a decrease in the contributions by Third Party to First Party for the maintenance and repair of such easement area and adjoining common use property,

NOW, THEREFORE, the parties agree that the respective Easement Agreements hereinbefore described shall be amended and modified as follows:

1. Exhibit 1 (plat) attached hereto shall for all intents and purposes supercede Exhibit "C" (plat) of the Easement Agreement or any subsequent amendments thereto.

2. First Party hereby grants to Second Party an easement to install, operate and maintain an Automatic Teller Device with a drive-through banking lane in that part of the easement area designated as Tract B on Exhibit 1 and as legally described on Exhibit 2 as Tract B.

3. Third Party hereby grants to Second Party an easement to install, operate and maintain an automatic teller device with a drive through banking lane in that part of the easement area designated as Tract A on Exhibit 1 and as legally described on Exhibit 2 as Tract A.

4. Said Tract A and Tract B shall be used for no other purpose than as stated in Paragraphs 2 and 3 above. Second Party shall pay all costs and expenses necessary to maintain and keep said Tract A and B and the improvements and equipment thereon in good order and repair.

5. The final paragraph of the Easement Agreement is amended by adding thereto:

"Grantee shall promptly, upon receipt of a statement from Grantor, reimburse Grantor for one-third (1/3) of all costs and expenses arising out of such maintenance

and repair of the entire driveway easement as shown as Tract C on Exhibit 1, including but not limited to the cost of snow removal and driveway surface and subsurface maintenance, replacement and repair. If Grantee fails to pay such amounts within thirty (30) days after Grantor has mailed such statement, Grantee may terminate this Easement Agreement by first giving fifteen (15) days prior written demand for payment, and if payment is not received within such period, by giving written notice of termination by certified mail or delivery personally to Grantee. Such termination shall not affect Grantee's liability for payment of the amount then due hereunder."

6. Paragraph 1.c. of the Mutual Easement and Agreement dated May 15, 1972 is modified and amended by adding thereto the following:

"1.c. Maintenance. Upon receipt of a statement from Sheldon J. Harris, Trustee, his agents, representatives or successors, Country Properties, Inc. shall reimburse Sheldon J. Harris, Trustee, for one-third of all costs and expenses arising out of the maintenance and repair of the entire driveway easement as shown as Tract C on Exhibit 1, including but not limited to the cost of snow removal and driveway surface and subsurface maintenance, replacement and repair.

IN WITNESS WHEREOF, this Agreement was entered into on the day and year first above written.

First Party:

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

Second Party:

NORTHWESTERN NATIONAL BANK

By James A. Johnson  
Title President

Third Party:

COUNTRY PROPERTIES, INC.

By Michael J. Jones  
Title Vice President



**POOR INSTRUMENT FILED**

BOOK 689 PAGE 107

LEGAL DESCRIPTION  
TRACT "A"

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

Commencing at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills, said corner also being the point of intersection of the South right-of-way line of "L" Street and the East right-of-way line of 96th Street; thence S89°21'57"E (assumed bearing) along said South right-of-way line of "L" Street, a distance of 205.00 feet to the Point of Beginning; thence continuing S89°21'57"E, along said South right-of-way line of "L" Street, a distance of 10.00 feet; thence S00°38'03"W, a distance of 66.00 feet; thence N89°21'57"W, a distance of 10.00 feet; thence N00°38'03"E, a distance of 66.00 feet to the Point of Beginning.

LEGAL DESCRIPTION  
TRACT "B"

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

Commencing at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills, said corner also being the point of intersection of the South right-of-way line of "L" Street and the East right-of-way line of 96th Street; thence S89°21'57"E (assumed bearing) along said South right-of-way line of "L" Street, a distance of 205.00 feet; thence S00°38'03"W, a distance of 66.00 feet to the Point of Beginning; thence S89°21'57"E, a distance of 10.00 feet; thence S00°38'03"W, a distance of 34.23 feet; thence N89°21'57"W, a distance of 10.00 feet; thence N00°38'03"E, a distance of 34.23 feet to the Point of Beginning.

LEGAL DESCRIPTION  
TRACT "C"

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:

Commencing at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills; thence S00°42'27"E, (assumed bearing), along the East right-of-way line of 96th Street, a distance of 175.00 feet, to the Point of Beginning; thence N 89°17'33"E, a distance of 130.94 feet; thence N44°57'48"E, a distance of 100.17 feet; thence N00°38'03"E, a distance of 34.23 feet; thence S89°21'57"E, a distance of 120.00 feet; thence S00°38'03"W, a distance of 50.00 feet; thence N89°21'57"W, a distance of 96.26 feet; thence S44°57'48"W, a distance of 112.59 feet; thence S89°17'33"W, a distance of 145.42 feet, to a point on said East right-of-way line of 96th Street; thence N00°42'27"W, along said East right-of-way line of 96th Street, a distance of 25.00 feet, to the Point of Beginning.

Exhibit 2

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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