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GEORGE J. BOGLENICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

# 3391 16-32580

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DEL	PN	CO	CLIP VP
LEGAL FEE	581	SCOTT	W

Kiewit Const. Group  
1000. Kiewit Plaza  
Omaha, Ne 68131

EASEMENT AGREEMENT

AGREEMENT made effective this 24 day of March, 1995, by and between Kiewit Construction Group Inc., a Delaware corporation ("Kiewit") and Mobeco Industries, Inc., a Nebraska corporation ("Mobeco").

WHEREAS, Kiewit is the owner in fee simple of a certain parcel of land described as follows:

Lot 3, Block 3, Reeds 5th Addition, an addition to the City of Omaha, Douglas County, Nebraska,

hereinafter referred to as the "Kiewit Property"; and

WHEREAS, Mobeco is the owner in fee simple of a certain other parcel of land adjoining the Kiewit Property, and described as follows:

Lot 2, Block 3, Reeds 5th Addition, an addition to the City of Omaha, Douglas County, Nebraska,

hereinafter referred to as the "Mobeco Property"; and

WHEREAS, the parties desire to provide for a party wall to be constructed and maintained by Kiewit along and about the boundary line between the Kiewit Property and the Mobeco Property; and

WHEREAS, to allow the space necessary for Kiewit's construction and maintenance of such wall, Mobeco desires to grant to Kiewit a permanent, non-exclusive easement across the Mobeco Property, all on the terms and conditions set forth below; and

NOW, THEREFORE, the parties agree as follows:

1. Mobeco does hereby grant and convey to Kiewit a non-exclusive easement in perpetuity extending the entire length over and across the Mobeco Property and running for a width of two (2) feet along the common boundary between the Kiewit Property and the

Mobeco Property (the "Easement Area") for the purposes of constructing, maintaining, repairing and replacing a retaining wall (the "Wall"). The Wall is designed to provide support for the Kiewit Property, which generally is at a different elevation from the Mobeco Property at said common boundary. Attached hereto as Exhibit A is a plat (not to scale) generally depicting the location of the Easement Area.

2. It is acknowledged by Mobeco, that Kiewit, at Kiewit's expense, has constructed and will construct and/or has caused or will cause to be constructed the Wall, and that the location of the Wall may encroach upon the Mobeco Property. In recognition of the benefits conferred upon the Mobeco Property as the result of the presence of the Wall, and in further consideration of the covenants and promises herein made by Kiewit, Mobeco, except in the case of Kiewit's negligence and as set forth in Paragraph 3 below, does hereby forever, unconditionally and irrevocably release and discharge Kiewit, its affiliates and their officers, directors and employees from any and all claims, demands, causes of action and liabilities of any kind, past or future, which relate to or have or could have arisen out of the construction, maintenance, repair and/or location of the Wall and any activities heretofore undertaken by Kiewit or its predecessors in interest, in connection therewith.

3. It further is acknowledged by Mobeco, that from time to time it may be necessary for Kiewit to temporarily enter upon the Mobeco Property outside of the Easement Area to construct, maintain, repair or replace the Wall. Mobeco hereby grants to Kiewit permission and license for such temporary entry; provided that: (a) Kiewit shall provide Mobeco reasonable advance notice of the time and purpose of such entry; (b) Kiewit shall use best efforts to restrict such entry to the length of time and the area reasonably necessary to perform the operations permitted hereunder and shall not unreasonably interfere with Mobeco's use and enjoyment of the Mobeco Property; and (c) Kiewit shall indemnify and save Mobeco harmless from any liability of whatsoever kind arising from and out of or related to Kiewit's operations permitted hereunder.

4. Notwithstanding anything contained herein to the contrary, Kiewit agrees to promptly repair, at Kiewit's expense, any damage to Mobeco's sidewalk caused by any Kiewit activity.

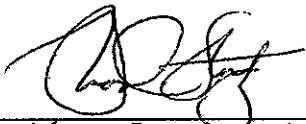
5. It is agreed by Kiewit that Mobeco shall have the right, at Mobeco's expense, to plant bushes or shrubbery on the Kiewit Property and along the common boundary between the Kiewit Property and the Mobeco Property, provided that Kiewit shall have the right to approve the kind and location of the plantings, which approval shall not be unreasonably withheld. Mobeco shall not be obligated to maintain such bushes or shrubbery. Kiewit does hereby forever, unconditionally and irrevocably release and discharge Mobeco, its affiliates and their officers, directors and employees from any and all claims, demands, causes of action and liabilities of any kind which relate to or may arise out of the planting of such bushes or shrubbery.

6. The grants and agreements herein contained shall run with the land and shall be binding on and inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

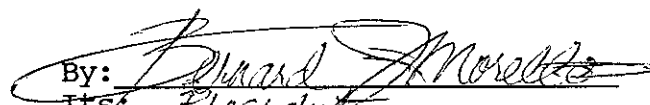
7. This Agreement constitutes the entire agreement of the parties respecting the contents hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

"Kiewit"  
KIEWIT CONSTRUCTION GROUP INC.

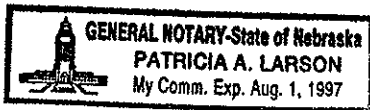
By:   
Its: Vice President

"Mobeco"  
MOBECO INDUSTRIES, INC.

By:   
Its: President

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

The foregoing instrument was executed and acknowledged before me on March 24, 1995, by Thomas C. Stortz



Patricia A. Larson  
Notary Public  
My Commission Expires:  
8-01-97

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

The foregoing instrument was executed and acknowledged before me on March 24, 1995, by Bernard J. Morello



Karen Rickers  
Notary Public  
My Commission Expires:  
9/16/96

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

**NOTICE: ERROR HAS BEEN FOUND INASMUCH AS:**

Company name & individual's title missing in  
notary.

All of LOT 2 and the North 10.00 feet of LOT 23, BLOCK 3, REED'S 5TH ADDITION, in the City of Omaha, Douglas County, Nebraska.

(A.K.A. 3507 Harney St.)

LEGEND:

- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- S SURVEYED DISTANCE

Harney Street



2' Easement Area

