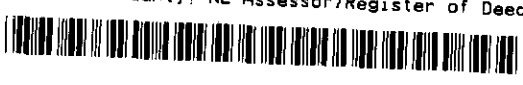


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**MUTUAL ACCESS EASEMENT AGREEMENT**

This Mutual Access Easement Agreement (this "Agreement") is made as of this 22<sup>nd</sup> day of August, 2008, by and between King Dan, LLC, a Nebraska limited liability company ("King Dan") and First National Bank of Omaha, a national association ("FNBO").

A. The parties own adjacent parcels of real estate in the Lincoln Industrial Addition of Lancaster County, Nebraska. The parcel owned by FNBO is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "FNBO Parcel"). The parcel owned by King Dan is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "King Dan Parcel").

B. King Dan has agreed to grant an access easement over, upon and across a portion of the King Dan Parcel so as to allow for access, ingress and egress to and from the FNBO Parcel, all as hereinafter set forth. FNBO has agreed to grant an access easement over, upon and across a portion of the FNBO Parcel so as to allow for access, ingress and egress to and from the King Dan Parcel, all as hereinafter set forth

NOW, THEREFORE, in consideration of the foregoing, the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the following grants, agreements and covenants are made:

1. King Dan Grant of Easement. King Dan hereby grants to FNBO and its tenants, invitees, successors and/or assigns, a perpetual and permanent easement and right-of-way (the "FNBO Easement") over, upon and across parking and drive areas as constructed on the King Dan Parcel (sometimes referred to herein as the "FNBO Easement Area") for purposes of vehicular and pedestrian access, ingress and egress between FNBO Parcel and subdivision drive lane which is adjacent to northern boundary of King Dan Parcel, which is commonly referred to as "King Lane", and other public right of way adjacent to the King Dan Parcel.

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2. FNBO Grant of Easement. FNBO hereby grants to King Dan and its tenants, invitees, successors and/or assigns, a perpetual and permanent easement and right-of-way (the "King Dan Easement") over, upon and across parking and drive areas as constructed on the FNBO Parcel (sometimes referred to herein as the "King Dan Easement Area") for purposes of vehicular and pedestrian access, ingress and egress between King Dan Parcel and street right-of-way which is adjacent to southern boundary of FNBO Parcel, which is commonly referred to as "Dan Avenue", and other public right of way adjacent to the FNBO Parcel.

3. Common Use of Access Easements. The FNBO Easement and King Dan Easement (collectively the "Easements") are each non-exclusive, and the respective grantees expressly reserve to itself the right to use the area of its parcel included in the Easement Area. Nothing herein shall prohibit either grantee from developing their property or constructing, maintaining, repairing and operating buildings and structures on their property or locating or reconfiguring, from time to time, the parking lot and vehicular access drive lanes on their property.

4. No Parking. King Dan and FNBO agree and acknowledge that the easement rights granted herein do not include the right to park vehicles on the other party's property. Each respective owner of the King Dan Parcel and FNBO Parcel shall take reasonable efforts to ensure that their respective tenants, invitees and other persons permitted access on their property shall not park vehicles on the other parties property.

5. Maintenance of Easement Areas. Following completion of the parking and drive areas by the owners of the King Dan Parcel and FNBO Parcel, each respective owner shall be responsible for maintaining their respective property, to include the removal of papers, ice and snow, mud and sand, debris, fill and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and for placing and keeping and repairing any necessary and appropriate directional signs, markers and lines and artificial lighting.

6. No Interference. Neither of the parties hereto shall use and enjoy the Easements in such manner as to interfere with, obstruct or delay any other person or entity authorized to use said area encompassed by the Easements.

7. Running of Benefits and Burdens. The easement granted herein are appurtenant to and shall run with the land and inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation, all subsequent owners of the FNBO Parcel and the King Dan Parcel and all persons claiming under them.

8. Title. King Dan hereby warrants that it has fee simple title to the King Dan Parcel. FNBO hereby warrants that it has fee simple title to the FNBO Parcel.

9. Entire Agreement. This Agreement, including the recitals and exhibits set forth herein and incorporated by this reference, is the complete and final expression of the agreement between the parties. Any other oral or written negotiations or agreements of the parties are

hereby revoked. This Agreement cannot be amended, altered or modified and no provisions can be waived, except by a written instrument executed by the party affected. The validity and interpretation of this Agreement shall be governed by the law of the State of Nebraska.

10. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected thereby but shall be valid and enforceable to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts, when taken together, shall constitute an original of this Agreement.

12. Recording. Either party may file this Agreement in the public record.

*(Signature pages are next.)*





**EXHIBIT A**

(Legal Description of FNBO Parcel)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH. P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE, WEST, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF DAN AVENUE, A DISTANCE OF 261.43 FEET TO A SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 44 DEGREES 45 MINUTES 06 SECONDS WEST ALONG A SOUTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 8, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.19 FEET TO A WEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, A DISTANCE OF 283.73 FEET TO THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE SOUTH 89 DEGREES 47 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, A DISTANCE OF 277.34 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE TRUE POINT OF BEGINNING.

## **EXHIBIT B**

(Legal Description of King Dan Parcel)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH. P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE, NORTH, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE REMAINING PORTION OF LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, A DISTANCE OF 277.34 FEET TO THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 186.52 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE NORTH 46 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 19.72 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH 27TH STREET AND ALONG THE SOUTH LINE OF LOT 2, LINCOLN INDUSTRIAL 2ND ADDITION, AND ALONG THE SOUTH LINE OF LOT 2, THARALDSON ADDITION, A DISTANCE OF 256.26 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE WEST LINE OF LOT 16, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 199.96 FEET TO THE TRUE POINT OF BEGINNING.