

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement, made and entered into the 25th day of October, 1977, by and between MILLARD PLAZA ASSOCIATES, a Nebraska general partnership, hereinafter called "Millard," and Robert S. Masters, hereinafter called "Grantee."

W I T N E S S E T H :

WHEREAS, Millard is the owner of a certain parcel of real estate containing approximately twenty-six (26) acres (the "shopping center property"), and Millard contemplates the development of said shopping center property generally as a commercial shopping center in accordance with a master plan which provides for common streets and driveways, and

WHEREAS, said shopping center property includes a parcel of real estate ("Parcel A") containing approximately .95 acres which Millard has sold to Grantee; a legal description of Parcel A is attached hereto, marked Exhibit A and incorporated herein by this reference, and

WHEREAS, the parties hereto desire to create certain easements as provided herein and further desire to provide for the construction and maintenance of certain common roadways as provided herein.

THIS EASEMENT AND MAINTENANCE AGREEMENT IS BEING RE-RECORDED TO CORRECT AN AMBIGUITY IN THE LEGAL DESCRIPTION CON- TAINED IN EXHIBIT A, -HEREIN.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. GRANT OF EASEMENT. Millard hereby grants to Grantee a perpetual nonexclusive easement over and across those certain common driveways shown and described on Exhibit B, as attached hereto (the "common driveways").

2. PURPOSE. The purpose of the easement granted herein shall be for pedestrian and vehicular access to Parcel A and to and from Highway 50, 138th Street and "U" Street by way of said common driveways. The common driveways shall be kept open at all times and no parking of any automobiles or any other obstructions shall be permitted thereon.

3. GRADING AND SURFACING OF COMMON DRIVEWAYS. Millard shall, at its own cost and expense, be responsible for grading and surfacing of said common driveways with asphaltic concrete in a good and workmanlike manner and in accordance with the general design and plan of the shopping center property.

4. MAINTENANCE OF COMMON DRIVEWAYS. Millard agrees that it will perpetually maintain and repair the common driveways referred to herein, including the landscaping thereof, so that the same shall be kept in a neat, clean and safe condition. Maintenance shall include repair of the surface condition, painting and striping, care of any landscaping and removal of

any and all accumulations of ice, snow, dirt or debris from the common driveways.

4.1 COST OF COMMON DRIVEWAY MAINTENANCE. Grantee agrees to pay its proportionate share of the total cost of the common driveway maintenance described herein. The Grantee's share is 3.89% of said total cost. At the end of each month, Millard shall submit to Grantee a detailed statement showing an itemization of the total cost of said maintenance, and Grantee shall pay its share of said cost, as provided herein, within fifteen (15) days after receipt of such invoice. Millard shall, at the request of the Grantee, provide Grantee with actual invoices or other verification of said total cost of said maintenance.

5. REMEDIES FOR BREACH. In the event that either party hereto shall violate the terms of this Easement and Maintenance Agreement, or threaten to violate same, the other party may prosecute any proceeding at law or in equity against the party so violating or threatening to violate the terms of this Easement and Maintenance Agreement, and in such action such party may secure an injunction against the violation or the threatened violation, or pursue a claim for damages, or both, of such remedies, or such other and further remedies as the court may determine to be just and equitable.

6. BINDING UPON SUCCESSORS. The terms and conditions of this Easement and Maintenance Agreement shall be binding upon, and shall inure to the benefit of, the respective parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns, and any and all other persons or entities claiming by, through or under the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Easement and Maintenance Agreement the day and year first above written.

MILLARD PLAZA ASSOCIATES, a
Nebraska General Partnership

By Philip Dale Beggs

ROBERT S. MASTERS

Robert Masters

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 23rd day of October, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Philip Dale Beggs, a General Partner of MILLARD PLAZA ASSOCIATES, a Nebraska General Partnership, to be personally known to me to be a General Partner of said Partnership and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said Partnership.



DORIS R. GARMS
GENERAL NOTARY
State of Nebraska
My Commission Expires
April 12, 1980

Doris R. Garms
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 23rd day of October, 1977 before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert S. Masters, known to me to be the identical person who signed the above Easement and Maintenance Agreement and he acknowledged the execution thereof to be his voluntary act and deed.



DORIS R. CARMAS
GENERAL NOTARY
State of Nebraska
My Commission expires
April 12, 1980

Doris R. Carmas
Notary Public

EXHIBIT A

A tract of land lying in the ^{Northeast}~~Northwest~~ Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 12-14-11; thence North $89^{\circ}10'23''$ West along the South Line of said Northeast Quarter a distance of 33 feet; thence North $00^{\circ}08'06''$ West along the West Right-Of-Way Line of 138th Street a distance of 25 feet to the point of beginning; thence North $89^{\circ}10'23''$ West on Line 25 feet North of and parallel to the South Line of the Northeast Quarter of the Northwest Quarter of Section 12-14-11, a distance of 237.03 feet; thence North $00^{\circ}18'06''$ West on a Line 237 feet West of and parallel to the West Line of 138th Street, a distance of 175.02 feet; thence South $89^{\circ}10'23''$ East on a Line 200 feet North of and parallel to the South Line of the Northeast Quarter of the Northwest Quarter of Section 12-14-11 a distance of 237.03 feet to the West Line of 138th Street; thence South $00^{\circ}08'06''$ East along said West Line a distance of 175.02 feet to point of beginning.

Containing: 41,480.69 square feet or 0.952 acres.

LEGAL DESCRIPTIONS - COMMON DRIVEWAYS;

Common Driveway #1

A PARCEL OF LAND PRIMARILY USED FOR STREET PURPOSES BEING LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11; THENCE NORTH $89^{\circ}10'23''$ WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11, A DISTANCE OF 33 FEET; THENCE NORTH $00^{\circ}08'06''$ WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 138TH STREET, A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}10'23''$ WEST ALONG A LINE 200 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11, A DISTANCE OF 456.2 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 20 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 31.42 FEET (CHORD BEARING SOUTH $45^{\circ}49'36''$ WEST, CHORD DISTANCE OF 28.28 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $00^{\circ}49'37''$ WEST, A DISTANCE OF 147.5 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 20 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 7.69 FEET (CHORD BEARING SOUTH $10^{\circ}11'00''$ EAST, CHORD DISTANCE OF 7.64 FEET) TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF "U" STREET; THENCE NORTH $89^{\circ}10'23''$ WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF "U" STREET, A DISTANCE OF 27.92 FEET TO A POINT LOCATED ON A CURVE; THENCE NORTHEASTERLY ALONG A 20 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 7.69 FEET (CHORD BEARING NORTH $11^{\circ}50'12''$ EAST, CHORD DISTANCE OF 7.64 FEET) TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}49'37''$ EAST, A DISTANCE OF 462.51 FEET; THENCE NORTH $89^{\circ}10'23''$ WEST ALONG A LINE 495 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11, A DISTANCE OF 588.76 FEET; THENCE NORTH

41°21'16" WEST, A DISTANCE OF 74.96 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 50; THENCE NORTH 48°38'44" EAST ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 50, A DISTANCE OF 50 FEET; THENCE SOUTH 41°21'16" EAST, A DISTANCE OF 52.8 FEET; THENCE SOUTH 89°10'23" EAST ALONG A LINE 545 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11, A DISTANCE OF 591.59 FEET; THENCE SOUTH 00°49'37" WEST, A DISTANCE OF 300.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 20 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 31.42 FEET (CHORD BEARING SOUTH 44°10'23" EAST, CHORD DISTANCE OF 28.28 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 89°10'23" EAST ALONG A LINE 225 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11, A DISTANCE OF 455.78 FEET TO A POINT LOCATED ON THE SAID WESTERLY RIGHT-OF-WAY LINE OF 138TH STREET; THENCE SOUTH 00°08'06" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF 138TH STREET, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING.

Common Driveway #2

A PARCEL OF LAND PRIMARILY USED FOR STREET PURPOSES BEING LOCATED IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12-14-11; THENCE SOUTH 89°10'20" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 444.31 FEET TO POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°10'20" WEST A DISTANCE OF 40.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY #50; THENCE NORTH 52°53'44" EAST

ALONG SAID RIGHT OF WAY A DISTANCE OF 607.22 FEET; THENCE NORTH $35^{\circ}14'36''$ EAST
ALONG SAID RIGHT OF WAY A DISTANCE OF 129.4 FEET; THENCE NORTH $48^{\circ}38'44''$ EAST
ALONG SAID SOUTHEASTERLY RIGHT OF WAY A DISTANCE OF 105 FEET; THENCE
SOUTH $41^{\circ}21'16''$ EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH $48^{\circ}38'44''$ WEST ON A
LINE 25 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY
LINE OF HIGHWAY #50, A DISTANCE OF 102.06 FEET; THENCE SOUTH $35^{\circ}14'36''$ WEST ON A
LINE 25 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY LINE
OF HIGHWAY #50 A DISTANCE OF 130.35 FEET; THENCE SOUTH $52^{\circ}53'44''$ WEST ON A LINE
25 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF
HIGHWAY #50, A DISTANCE OF 579.02 FEET TO POINT OF BEGINNING.

Common Driveway #3

A PARCEL OF LAND PRIMARILY USED FOR STREET PURPOSES BEING LOCATED IN THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH,
RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 12-14-11; THENCE SOUTH $00^{\circ}08'06''$ EAST ALONG THE EAST LINE
OF SAID NORTHEAST QUARTER (A.K.A. THE CENTERLINE OF 138TH STREET) A DISTANCE
OF 460.9 FEET; THENCE SOUTH $89^{\circ}51'54''$ WEST A DISTANCE OF 33 FEET TO POINT OF
BEGINNING; THENCE SOUTH $86^{\circ}35'31''$ WEST A DISTANCE OF 256.64 FEET; THENCE NORTH
 $82^{\circ}46'03''$ WEST A DISTANCE OF 176.76 FEET; THENCE NORTH $89^{\circ}10'23''$ WEST A DISTANCE
OF 320 FEET; THENCE NORTH $48^{\circ}38'44''$ EAST ON A LINE 25 FEET SOUTHEASTERLY AND
PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY #50 A DISTANCE OF
351.46 FEET; THENCE NORTH $78^{\circ}04'56''$ EAST ON SAID 25 FOOT PARALLEL LINE A DISTANCE
OF 41.41 FEET; THENCE SOUTH $61^{\circ}17'36''$ EAST ON A LINE 25 FEET SOUTHWESTERLY OF AND
PARALLEL TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF "Q" STREET A DISTANCE OF

200.64 FEET; THENCE NORTH 86°35'31" EAST ON A LINE 24 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF "Q" STREET A DISTANCE OF 215.73 FEET; THENCE NORTH 18°17'51" WEST ALONG THE WESTERLY LINE OF 138TH STREET A DISTANCE OF 24.83 FEET; THENCE SOUTH 86°35'31" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF "Q" STREET A DISTANCE OF 200.56 FEET; THENCE NORTH 61°17'36" WEST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF "Q" STREET A DISTANCE OF 204.57 FEET; THENCE SOUTH 78°04'56" WEST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY #50 A DISTANCE OF 57.23 FEET; THENCE SOUTH 48°38'44" WEST ALONG THE SOUTHEASTERLY LINE OF HIGHWAY #50 A DISTANCE OF 795.00 FEET; THENCE SOUTH 41°21'16" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 48°38'44" EAST ON A LINE 25 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 399.73 FEET; THENCE SOUTH 89°10'23" EAST A DISTANCE OF 289.03 FEET; THENCE SOUTH 00°49'37" WEST A DISTANCE OF 289 FEET; THENCE SOUTH 89°10'23" EAST A DISTANCE OF 25 FEET; THENCE NORTH 00°49'37" EAST A DISTANCE OF 289 FEET; THENCE SOUTH 89°10'23" EAST A DISTANCE OF 32.15 FEET; THENCE SOUTH 82°46'04" EAST A DISTANCE OF 177.68 FEET; THENCE NORTH 86°35'31" EAST A DISTANCE OF 257.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 138TH STREET; THENCE NORTH 00°08'06" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 25.04 FEET TO POINT OF BEGINNING.

C. H. AND L. S. LESTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1977 OCT 26 AM 9:50

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1977 NOV 15 AM 11:39

C. H. AND L. S. LESTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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