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EASEMENT AGREEMENT

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COUNTY CLERK
DODGE COUNTY NEBRASKA

AGREEMENT made this 13th day of September, 1988,
between KMTV, INC., a Nebraska corporation ("KMTV") and PAPPAS
TELECASTING OF THE MIDLANDS, a California limited partnership
("Pappas").

WHEREAS, Pappas is the fee simple owner of the West 34.57
feet of Lot 3, all of Lot 4, the East 30 feet of Lot 5, and all of
Lot 9, all in Block 2, Capitol Hill Addition to the City of Omaha,
Douglas County, Nebraska (the "Benefitted Area"); and

WHEREAS, Pappas desires to obtain and KMTV has agreed to
grant an easement over the South 70.0 feet and the West 5.0 feet of
the North 64.0 feet of Lot 10, Block 2, Capitol Hill Addition to
the City of Omaha, Douglas County, Nebraska (the "Easement Area"),
subject to and in accordance with the following terms and condi-
tions.

NOW, THEREFORE, for one dollar and other good and valu-
able consideration and in consideration of the mutual covenants
and conditions contained in this Easement Agreement, the parties
hereto agree as follows:

1. KMTV hereby grants to Pappas over, along and across
the Easement Area, a perpetual easement for vehicular access to
and from Harney Street and parking, pedestrian usage and ingress
and egress from the Benefitted Area for the use and benefit of
Pappas, its agents, lessees, licensees, invitees, successors and
assigns, subject to the terms and conditions hereinafter set forth.

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2. Pappas shall indemnify, defend, and hold KMTV harmless from and against any and all loss, cost, damage or expense and any liabilities, claims, or actions, in any way related to the Easement Area, due solely to the negligence of Pappas, its agents, lessees, licensees, invitees, successors or assigns, but not including claims arising from the actions or negligence of KMTV or any other third parties other than listed herein.

3. Pappas shall maintain, repair and replace as necessary the Easement Area in suitable condition for the permitted uses under this Easement Agreement at its sole expense.

4. KMTV reserves the right to vehicular and pedestrian access across the Easement Area at all reasonable times.

5. Pappas shall procure and at all times maintain a liability insurance policy covering the Easement Area, naming KMTV as an additional insured, and shall furnish to KMTV a certificate of insurance confirming such policy; such liability shall be limited solely to the negligence of Pappas, its agents, lessees, licensees, invitees, successors or assigns, but not including claims arising from the actions or negligence of KMTV or any other third parties other than listed herein.

6. Should Pappas assign this Easement Agreement by transferring ownership of any part of the Benefitted Area, Pappas shall notify KMTV of the full legal name of the assignee in writing. Should Pappas assign or deed any of the Benefitted Area, the easement rights will remain available to any such property, provided the obligations of paragraph 2, 3, 5, and 7 of this Agreement

shall be binding upon and adhered to by any future owner of any portion of the Benefitted Area. In the event of breach of or default under this Agreement, KMTV shall give the notice required by paragraph 7 hereof to each such owner of record.

7. In the event Pappas breaches any obligation under this Agreement, KMTV may give written notice to Pappas specifying the nature of any breach. Pappas shall then have thirty (30) days in which to cure said breach. If said breach is not cured within such thirty (30) day period, KMTV shall have the option to terminate this Easement Agreement upon ten (10) days prior written notice to Pappas.

8. Any notice required hereunder shall be given by mailing the same by United States certified mail, return receipt requested, postage prepaid, and shall be deemed delivered three (3) days after deposit of the same in the United States mail, if addressed as follows:

If to KMTV:

10714 Mockingbird Drive
Omaha, Nebraska 68127
Attn: Howard Kennedy

If to Pappas:

Pappas Telecasting (KPTM)
4625 Farnam Street
Omaha, Nebraska 68132
Attn: Harry Pappas

KMTV and Pappas may change its address for notice by giving notice of change of address in the manner set forth above.

9. The Easement granted herein shall be deemed a covenant running with the land and extending to the benefit of and be binding upon the successors and assigns of Pappas and KMTV, subject to the provisions of this Easement Agreement.

10. This Easement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

KMTV, INC.,
a Nebraska corporation

PAPPAS TELECASTING OF
THE MIDLANDS, a California
limited partnership

By C. D. Waterman, Jr.
C. D. Waterman, Jr.
Vice President and
Secretary

By Harry Pappas
General Partner

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 30 day of August, 1988, before me, the undersigned, a Notary Public in and for said County and said State personally appeared C. D. Waterman, Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice President and Secretary, of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said C. D. Waterman, Jr. as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

JoAnn Andrews
Notary Public



STATE OF Nebraska)
COUNTY OF Douglas) ss:

On this 8 day of ~~August~~^{24th} September, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harry J. Pappas to me personally known to be a general partner of Pappas Telecasting of the Midlands, a California limited partnership, who being by me duly sworn did say that he is a general partner of said partnership, and that said instrument was signed on behalf of the limited partnership by authority conferred upon said partner by the partnership, and acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it voluntarily executed.

Catherine A. Blaha
Notary Public

