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INDEXING

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## EASEMENT

THIS EASEMENT is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_,

19\_92\_, by Q Centre Limited Partnership, a Nebraska Limited

Partnership, Summit Insured Equity L. P. II, a Delaware limited

partnership and River City National Bank.

## WITNESSETH:

WHEREAS, Q Centre Limited Partnership is the fee simple title Owner of Lot 5, in Applewood Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, hereinafter referred to as Parcel "B"; and

WHEREAS, Summit Insured Equity L.P. II is the fee simple title Owner of Lots 1 and 2, Applewood Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, hereinafter referred to as Parcel "A"; and

WHEREAS, Q Centre Limited Partnership desires to sell Parcel "B" to River City National Bank; and

WHEREAS, the parties hereto desire to grant rights and obligations under said Easement;

NOW, THEREFORE, In consideration of One Dollar and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Owners of Parcel "A" and Parcel "B" acknowledge that there is currently an unimproved portion of Parcel "A" that bounds Parcel "B" on all sides ("Unimproved Portion"). The Owner of Parcel "A" does hereby grant to the Owner of Parcel "B" and River City National Bank the right to improve said Unimproved Portion for vehicular and pedestrian traffic and this grant shall include the

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right to landscape the Unimproved Portion and to construct a pedestrian entrance to the building to be constructed on Parcel "B", upon the Unimproved Portion lying immediately south of the south boundary line of Parcel "B". The Owner of Parcel "B" at the time said improvements are made shall be solely responsible for all costs associated with the construction of any improvements and shall indemnify the Owner of Parcel "A" against any loss, cost and expense including without limitation mechanic's and materialmen's liens filed against parcel "A" as a result of said construction or landscaping.

2. This Declaration of Easement shall be binding upon and benefit the parties hereto and their successors, assigns and lessees so long as Parcel "B" shall be used solely for the purpose of a financial institution.

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IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.

Q CENTRE LIMITED PARTHUMENTP, a Nebraska Limited Partnership

Q CENTRE, INC., a Webraska Corporation, General Partner

Its President

SUMMIT INSURED EQUITY L.P. II, RIDC II, L.P., General Partner,

RELATED INSURED EQUITY ASSOCIATES II, INC., a Delaware Corporation, General Partner,

(Aftix corporate seal if executed by a Vice President)

RIVER CITY WATIONAL BANK

Its President

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STATE OF DENGLOS SS

COUNTY OF DENGLOS SS

BEFORE ME, the undersigned Notary Public in and for said County personally appeared Denglos Dour, to me known to be the President of C Centre, Inc., a corporation, and the identical person whose signature is affixed to the foregoing option as such, and he, being first duly sworn, acknowledged execution of the same to be his voluntary act and deed; the voluntary act and deed of said corporation and the voluntary act and deed of C Centre Limited Partnership.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this Directory day of County Public

My Commission Expires:

Notary Public

My Commission Expires:

SS

BEFORE ME, the undersigned Notary Public in and for said County personally appeared that the County Public in and for said

BEFORE ME, the undersigned Notary Public in and for said County personally appeared <u>Proof Dock V</u>, to me known to be the the result of Related Insured Equity Associates II, Inc., a corporation, and the identical person whose signature is affixed to the foregoing option as such, and he, being first duly sworn, acknowledged execution of the same to be his voluntary act and deed; the voluntary act and deed of said corporation and the voluntary act and deed of said corporation and the voluntary act and deed of RIDC II, L.P., and Summit Insured Equity L.P. II.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 30 day of 1992.

Eller Kiernan Notary Public

My Commission Expires: 10-22-92

ELLEN A. KIERNAN NOTARY PUBLIC, State of New York No. 31-4973343 Cualified in New York County Commission Expires 10-22-9



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COUNTY OF Douglas ) SS

BEFORE ME, the undersigned Notary Public in and for said County personally appeared Michael Pate, to me known to be the Executive Vice Meet Met. of River City National Bank a corporation, and the identical person whose signature is affixed to the foregoing option as such, and he, being first duly sworn, acknowledged execution of the same to be his voluntary act and deed; the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this day of May 1992.

Notary Public

My Commission Expires: 12-22-95

GENERAL MOTARY-State of Nebraska LINDA L. DECKER My Comm. Exp. Dec. 22, 1998

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May 8 3 50 PM '9;

GEORGE J. BUT BEEDS

REGISTES OF DEEDS