

AGREEMENT

69-730-D.

This Agreement, made and entered into this 1st day of April, 1964, by and between W. D. DEVELOPMENT COMPANY, a Nebraska corporation, Party of the First Part and hereinafter referred to as Grantor, and Shelly Buick Inc., a Delaware corporation, authorized to carry on business in the State of Nebraska, Party of the Second Part, and hereinafter referred to as Grantee:

W I T N E S S E T H:

WHEREAS, Grantor owns title to the following described parcel of real estate, hereinafter referred to as Parcel A, situated in Douglas County, Nebraska, to wit:

**PARCEL A**

LEGAL DESCRIPTION

That part of Lot 1, Block 11, Meadow Lane Park, <sup>2nd platting</sup> W.D. as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at a point on the North line of said Lot 1, said point being N 89° 56' 40" E, 694.45 feet from the Northwest corner of said Lot 1, Block 11; thence S 0° 39' 20" W, 850.61 feet; thence S 89° 20' 40" E, 356.31 feet to a point on the West R.O.W. line of 115th Street; thence N 0° 39' 20" E on the West R.O.W. line of 115th Street, 585.57 feet to a point of curve; thence on a curve to the left (radius being 143.23 feet and chord bearing N 12° 43' 10" W) an arc distance of 66.87 feet; thence N 26° 05' 40" W on the Westerly R.O.W. line of 115th Street, 46.15 feet; thence N 5° 31' 40" W on the Westerly R.O.W. line of 115th Street, 46.42 feet; thence N 2° 47' 45" W on the Westerly R.O.W. line of 115th Street, 91.18 feet to a point of curve; thence on a curve to the left (radius being 47.0 feet and chord bearing N 19° 56' 05" W) an arc distance of 28.12 feet to the point of intersection with the North line of said Lot 1; thence S 89° 56' 40" W on the North line of said Lot 1, 300.0 feet to the point of beginning. (Containing 295,190 Sq. Ft.)

**PARCEL B**

LEGAL DESCRIPTION

That part of Lot 1, Block 11, Meadow Lane Park, <sup>2nd platting</sup> W.D. as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at a point N 0° 52' 40" E, 329.34 feet and S 89° 20' 40" E, 417.69 feet from the Southwest corner of said Lot 1, Block 11; thence continuing S 89° 20' 40" E, 280.00 feet; thence N 0° 39' 20" E, 850.00 feet to a point on the South R.O.W. line of West Dodge Road; thence S 89° 56' 40" W on the South R.O.W. line of West Dodge Road, 280.00 feet; thence S 0° 39' 20" E, 847.14 feet to the point of beginning. (Containing 237,600 Sq. ft.)

WHEREAS, Grantor owns title to the following described parcel of real estate, hereinafter referred to as Parcel B, situated in Douglas County, Nebraska, to wit:

WHEREAS, Grantor owns title to the following described parcel of real estate, hereinafter referred to as Parcel C, situated in Douglas County, Nebraska, to wit:

PARCEL C

LEGAL DESCRIPTION

That part of Lot 1, Block 11, Meadow Lane Park, <sup>and platting</sup> as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at a point on the West line of Said Lot 1, Block 11, said point being N 0° 52" 40" E, 329.34 feet from the Southwest corner of said Lot 1; thence continuing N 0° 52" 40" E on the West line of said Lot 1, 632.0 feet; thence N 2° 42' 20" E, 24.24 feet; thence N 89° 56" 40" E, 255.31 feet; thence N 0° 03" 20" W, 185.72 feet to a point on the North line of said Lot 1; thence N 89° 56' 40" E on the North line of said Lot 1, 161.39 feet; thence S 0° 39" 20" W, 847.14 feet; thence N 89° 20" 40" W, 417.69 feet to the point of beginning. (West line of said Lot 1 assumed N 0° 52" 40" E in direction.) (Containing 304,080 Sq. Ft.)



WHEREAS, Grantor is simultaneously herewith conveying, by Warranty Deed, to Grantee, subject to easements and restrictions of record, present zoning ordinances applicable to the premises being conveyed, the real estate taxes levied and assessed against the real estate being conveyed and becoming due on January 1, 1969, which are to be prorated and subject to all subsequent taxes that may be levied or assessed against the premises being conveyed, all of which grantee assumes and agrees to pay, and the terms and provisions of this agreement, title to the premises herein referred to as Parcel B.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by Grantor to Grantee(s) and by Grantee(s) to Grantor, the receipt of which is hereby acknowledged by each of the parties hereto from the other of the parties hereto, and the mutual covenants and agreements of the parties hereto, as hereinafter set forth, It Is Understood and agreed by and between the parties hereto as follows:

1. Grantor does hereby and by these presents specifically reserve for itself and for its successors and assigns and its grantee(s), a perpetual easement, (Grantor hereby specifically reserving for itself and for its successors and assigns and for all subsequent grantees acquiring a portion or all of the title to the easement, the unrestricted right to convey any portion or all of the title in said easement) for egress and ingress to, in, from, upon, over and across the South Fifty (50') feet of said Parcel B, being conveyed simultaneously herewith by Grantor to Grantee, and Grantee agrees to and does hereby and by these presents grant, bargain, sell and convey unto Grantor and its successors and assigns, a perpetual easement, for ingress and egress to, in, from, upon, over and across the said South Fifty (50') feet of said Parcel B.

2. Grantor agrees to and does hereby and by these presents grants unto Grantee, a perpetual easement, for use by Grantee and its successors and assigns <sup>and</sup> all subsequent grantees, together with the Grantor and its successors and assigns and all subsequent grantees acquiring a portion or all of the title to the easement.

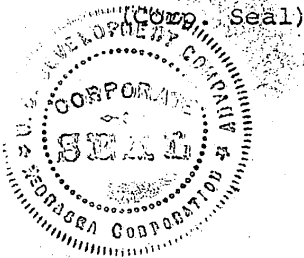
for ingress and egress to, in, from, upon, over and across the South Fifty (50') feet of parcel A, and Grantor hereby specifically reserves for itself and for its successors and assigns and for any subsequent grantees acquiring a portion or all of the title to the easement, the unrestricted right to convey any portion or all of the title to the easement. In connection with the above and foregoing easement, Grantee agrees to and does hereby and by these presents agree to assume and perform, any commitments undertaken by Grantor, with respect to the maintenance of said South Fifty (50') feet of said Parcel A, it being understood and agreed between the parties in this respect that Grantee's obligation in this connection shall in any and all events be limited to one-third (1/3) of the total cost of said maintenance, made from time to time.

3. Grantor agrees to and does hereby and by these presents grants unto Grantee, a perpetual easement, for use by Grantee and its successors and assigns/<sup>and</sup> all subsequent grantees, together with the Grantor and its successors and assigns and all subsequent grantees acquiring a portion or all of the title to the easement, for ingress and egress to, in, from, upon, over and across the South Fifty (50') feet of parcel C, and Grantor hereby specifically reserves for itself and for its successors and assigns and for any subsequent grantees acquiring a portion or all of the title to the easement, the unrestricted right to convey any portion or all of the title to the easement. In connection with the above and foregoing easement, Grantee agrees to and does hereby and by these presents agree to assume and perform, any commitments undertaken by Grantor, with respect to the maintenance of said South Fifty (50') feet of said Parcel C, it being understood and agreed between the parties in this respect that Grantee's obligation in this connection shall in any and all events be limited to one-third (1/3) of the total cost of said maintenance, made from time to time.

4. Grantee agrees, at its sole cost and expense, to continuously maintain in force and effect, from and after the date hereof, Public Liability Insurance, issued by financially responsible insurance companies, authorized to do business in the State

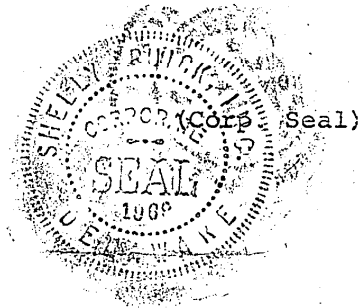
of Nebraska, insuring itself and Grantor and its successors and assigns, and all subsequent grantees acquiring any portion or all of title to the easement provided for in paragraph one (1) hereof, with limits of not less than \$ 100,000 for any one person, and not less than \$ 300,000 for any one accident.

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement, the day and date first aforesaid.



W. D. DEVELOPMENT COMPANY  
Nebraska corporation

X By Alan Baer Vice President  
Attest: Wallace H. Wittig Secretary  
GRANTOR

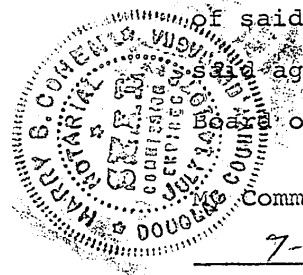


Shelly Buick, Inc  
a Delaware corporation,  
By: Sheldon D. Licia President  
Attest: Eur Broome Secretary  
GRANTEE

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 1st day of April, 1969, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared the above named Alan Baer and Wallace H. Wittig, personally known to me to be the identical persons who subscribed the above and foregoing agreement on behalf of and as the Vice President and Secretary, respectively of W. D. Development Company, a Nebraska corporation, as Grantor, and they acknowledged the execution thereof to be their voluntary act and deed, as such officers, and the voluntary act and deed

of said corporation, and that the corporate seal was affixed to said agreement pursuant to authority therefore granted by its Board of Directors.



Commission expires:

Harry B. Cowan  
Notary Public

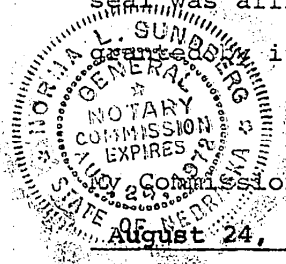
7-14-71

STATE OF NEBRASKA )  
County of DOUGLAS )

ss.

On this 1st day of April, 19 69, before me,  
a Notary Public, in and for Douglas county, Nebraska,  
personally appeared the above named Sheldon M. Lincoln xxx

\_\_\_\_\_, personally known to me to be the i  
identical persons~~xx~~ who subscribed the above and foregoing agreement  
on behalf of and as the President ~~President and Secretary~~  
~~xxxxxxx~~ of Shelly Buick, Inc., a Nebraska  
corporation, as Grantee, and ~~they~~ acknowledged the execution there-  
of to be ~~his~~ <sup>his</sup> voluntary act and deed, as such officers~~xx~~ and the  
voluntary act and deed of said corporation, and that the corporate  
seal was affixed to said agreement pursuant to authority, therefore  
granted by its Board of Directors.



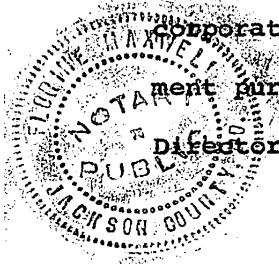
Norma L. Sundberg  
Notary Public

My Commission expires:  
August 24, 1972

STATE OF MISSOURI )  
COUNTY OF JACKSON )

ss.

On this 1st day of April, 19 69, before me,  
a Notary Public, in and for Jackson County, Missouri,  
personally appeared the above-named Edw Broome  
personally known to me to be the identical person who subscribed  
the above and foregoing agreement on behalf of and as the  
Secretary of Shelly Buick, Inc., a Nebraska corporation, as Grantee,  
and he acknowledged the execution thereof to be his voluntary act  
and deed as such officer, and the voluntary act and deed of said  
corporation, and that the corporate seal was affixed to said agree-  
ment pursuant to authority therefore granted by its Board of  
Directors.



Florence Maxwell  
Notary Public

My Commission expires:  
5-30-70