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PERMANENT EASEMENT AGREEMENTGEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
COUNCIL BLUFFS, IOWA

PERMANENT EASEMENT AGREEMENT, entered into this 26th day of October, 1988, between JOHN H. MARKEL, JR. and MONNIE S. MARKEL, husband and wife, ("Sellers") and M. M. & O. PARTNERSHIP, an Iowa General Partnership, ("Buyer").

## W I T N E S S

WHEREAS, Sellers sold the real estate described on the attached Exhibit "A" to Buyer ("the real estate"), and

WHEREAS, Sellers are the owners of a private roadway adjoining the real estate on the South, as shown on Exhibit "B" attached, ("the private roadway"), and

WHEREAS, Sellers wish to grant to Buyer the limited right to use the private roadway for ingress and egress to the real estate, pursuant to the terms and conditions of this permanent easement agreement.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Sellers permanently reserve in themselves and their heirs, personal representatives, successors, nominees and assigns the permanent right to use the private roadway for all purposes and hereby grant to Buyer a non-exclusive permanent easement over and across the private roadway solely for the purpose of ingress and egress from the real estate to the frontage road adjoining the real estate on the East, and for no other purpose.

2. The number of driveways, entrances to the real estate and curbcuts, as well as their location, width and design shall remain as they presently exist and shall not be changed or altered in any manner without prior written consent of Sellers.

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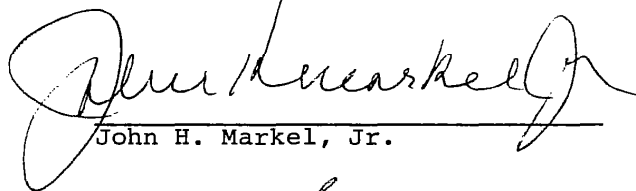
Real Estate Mortgage Division  
Council Bluffs Savings Bank  
Council Bluffs, Iowa 51501

3. The Permanent Easement shall run with the land and shall be for the use and benefit of Buyer and its employees, customers and business invitees or for the use and benefit of tenants of Buyer and their employees, customers, and business invitees, and for the use and benefit of no other persons or entities.

4. Buyer agrees that it shall not block or obstruct the private roadway and will make adequate provision to insure that its customers, employees, business invitees or those of its tenants or any other persons making use of the private roadway pursuant to this permanent easement agreement will not park vehicles on the private roadway or obstruct it in any manner or use it for any purpose other than ingress and egress to the real estate. Buyer shall make adequate provision to insure that automobile transports, trucks or other vehicles or equipment will not park on the private roadway or use the private roadway for loading and unloading of automobile transports or other vehicles.

5. This permanent easement agreement shall be binding upon the heirs, personal representatives, successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties executed this permanent easement agreement this 26<sup>th</sup> day of October, 1988.

  
John H. Markel, Jr.

  
Monnie S. Markel

SELLERS

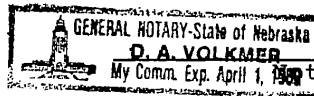
M. M. & O. PARTNERSHIP,  
an Iowa General Partnership

By *[Signature]*  
A General Partner

BUYER

STATE OF NEBRASKA) SS  
COUNTY OF DOUGLAS)

On October 26<sup>th</sup>, 1988, before me, a Notary Public, personally came JOHN H. MARKEL, JR. and MONNIE S. MARKEL, husband and wife, known to me to be the persons who signed the foregoing Permanent Easement Agreement and they each acknowledged execution to be their voluntary act and deed.



*[Signature]*  
Notary Public

STATE OF IOWA )  
COUNTY OF POTTAWATTAMIE) SS

On October 26<sup>th</sup>, 1988, before me, a Notary Public, personally came ROBERT L. MCINTYRE, a general partner of M. M. & O. PARTNERSHIP, known to me to be the person who signed the foregoing Permanent Easement Agreement, he acknowledged execution to be his voluntary act and deed and the voluntary act and deed of M. M. & O. PARTNERSHIP for the purposes therein set forth.

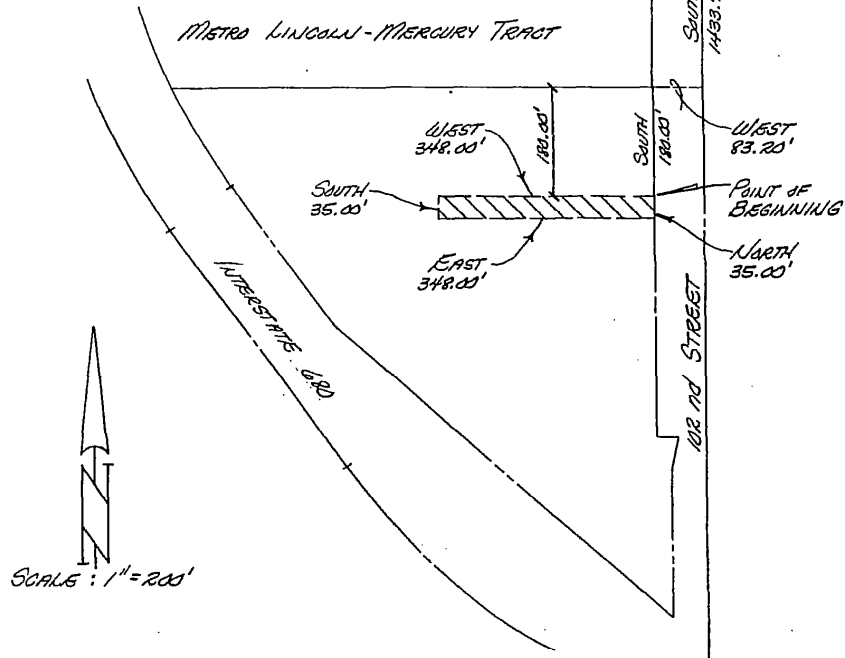
*[Signature]*  
Notary Public

## LEGAL DESCRIPTION:

That part of the SW $\frac{1}{4}$  of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the NE corner of said SW $\frac{1}{4}$ ; thence South (assumed bearing) 1433.93 feet on the East line of said SW $\frac{1}{4}$ ; thence West 83.20 feet to the point of beginning said point also being the SE corner of a tract of land deeded to Metro Lincoln-Mercury as described in Deed Book 1454 at Page 33 of the Douglas County Records; thence continuing West 535.00 feet on the South line of said Metro Lincoln-Mercury tract; thence South 180.00 feet on a line 535.00 feet West of and parallel to the West line of 102nd Street; thence East 535.00 feet on a line 180.00 feet South of and parallel to the South line of said Metro Lincoln-Mercury tract to the West line of 102nd Street; thence North 180.00 feet on the West line of 102nd Street to the point of beginning.

Exhibit "A"

COMMENCING POINT, NE  
CORNER OF THE SW $\frac{1}{4}$  OF  
SECTION 6, T15N, R12E.



**LEGAL DESCRIPTION:**

That part of the SW $\frac{1}{4}$  of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the NE corner of said SW $\frac{1}{4}$ ; thence South (assumed bearing) 1433.93 feet on the East line of said SW $\frac{1}{4}$ ; thence West 83.20 feet to the SE corner of a tract of land deeded to Metro Lincoln-Mercury as described in Deed Book 1454 at Page 33 of the Douglas County Records; thence South 180.00 feet on the West line of 102nd Street to the point of beginning; thence West 348.00 feet on a line 180.00 feet South of and parallel to the South line of said Metro Lincoln-Mercury tract; thence South 35.00 feet on a line 348.00 feet West of and parallel to the West line of 102nd Street; thence East 348.00 feet on a line 215.00 feet South of and parallel to the South line of said Metro Lincoln-Mercury tract to the West line of 102nd Street; thence North 35.00 feet on the West line of 102nd Street to the point of beginning.

BYAM & BYAM

October 20, 1988

TD<sup>2</sup> FILE NO. 200-149-137

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Exhibit "B"