

Return to: Christina Fink, McGill, Gotsdiner, Workman & Lepp, P.C. L.L.O. 11404 W. Dodge Road, Ste 500, Omaha, NE 68154

CONDITIONAL INGRESS AND EGRESS EASEMENT DECLARATION

THIS CONDITIONAL INGRESS AND EGRESS EASEMENT DECLARATION
("Agreement") is made and executed as of the 4 day of November 2019 by American National Corporation, a Nebraska corporation ("American National").

WHEREAS, American National owns certain real property located at 8990 West Dodge Road, Omaha, Nebraska, the legal description of which property is set forth on Exhibit "A" hereto ("American National Property");

WHEREAS, American National is making improvements to the American National Property and in connection with such improvements, the City of Omaha requires that American National grant a conditional easement for ingress and egress over the accessway identified in Exhibit "B" hereto ("Easement Area") to the owner of the property located at 8900 West Dodge Road, Omaha, Nebraska ("8900 Property," the legal description of which 8900 Property is set forth on Exhibit "C" hereto), which easement is to become effective only if the City of Omaha hereafter determines that the American National Property and the 8900 Property must have a single combined access from West Dodge Road rather than the currently existing separate accessways for the American National Property and the 8900 Property;

NOW THEREFORE it is declared as follows:

1. **Easement Area.** American National hereby grants to the owner of the 8900 Property and its employees, agents, tenants, invitees, successors, and assigns (collectively "Grantees") a conditional nonexclusive easement over the Easement Area which may be used for ingress and egress, including vehicular ingress or egress, to access the 8900 Property from West Dodge Road; provided however that such easement shall commence only upon, and the Grantees' right to use such Easement Area shall become effective on if, the City of Omaha hereafter requires a single combined accessway to the American National Property and the 8900 Property from West Dodge Road ("Triggering Event"), such that the 8900 Property may not thereafter use its currently existing accessway to West Dodge Road.

2. **Maintenance of Easement Area.** Upon the occurrence of the Triggering Event and prior to Grantees' use of the Easement Area, the owners of the American National Property and the

8900 Property shall enter into an agreement for the repair, maintenance, and improvement of the Easement Area and the reasonable allocation of related costs, expenses and capital expenditures. Such agreement shall also terminate the existing ingress and egress easement described in Section 6 hereof and provide for the recording of a termination thereof.

3. **Indemnity.** The owner of the 8900 Property and its successors and assigns will indemnify, defend and hold American National and its successors, assigns, shareholders, directors, officers, employees, agents, tenants, invitees ("Indemnified Parties") harmless from and against all claims, liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that the Indemnified Parties may suffer or incur as a result of any claims pertaining to any bodily injury, death, or property damage allegedly arising out of or in any manner connected to the Grantees' use of the Easement Area, unless such injury, death, or property damage is allegedly caused by the negligence or willful misconduct of the Indemnified Parties.

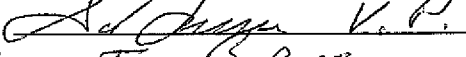
4. **Run With the Land.** The easement hereby reserved and granted and the covenants and agreements contained herein shall be perpetual and shall be deemed appurtenant to and running with the land, inuring to the benefit of, and binding upon, the parties hereto and their respective heirs, successors, transferees and assigns, including, without limitation, all such current and future owners of the American National Property and the 8900 Property.

5. **Changes of Easement Area or Improvements.** American National may change or relocate the Easement Area or the improvements thereon from time to time in its sole and absolute discretion, provided that no such changes or relocation shall materially adversely affect the ingress and egress of the 8900 Property. Any changes submitted by the owner of the 8900 Property shall be subject to approval of the American National Property in its absolute discretion.

6. **Termination of Existing Easement.** In accordance with Section 2 hereof, upon the occurrence of the Triggering Event, the owners of the American National Property and the 8900 Property shall execute, deliver and record a termination of the ingress and egress easement previously recorded in the Douglas County Register of Deeds Office at Book 665 at Page 433 of the Misc. records,

7. **Governing Law.** The substantive law of the State of Nebraska will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

American National Corporation:

By: 
Name: Tim B. Rogers
Title: Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 4 day of November, 2019, before me a Notary Public in and for said county and state, personally appeared James Burns, known to me to be the identical person who subscribed his/her name to the foregoing as the Vice President of AMERICAN NATIONAL CORPORATION, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.



Julie Paben
Notary Public

Exhibit "A"

American National Property

Lots 1 and 2, Brase Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part conveyed to the City of Omaha by Warranty Deed dated April 8, 2002 and filed December 13, 2002 in Book 2229 at Page 162 of the Deed Records of Douglas County, Nebraska

and

That part of the South 1/2 of Lot 6, Pierson's Subdivision of the South 1/2 of the Southwest Quarter and the West 1/2 of the Southeast Quarter of Section 15, Township 15, Range 12 East of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

Commencing at a point 118.5 feet North of the Southeast corner of said Lot 6; thence West parallel to the South line of said Lot 6, 249.2 feet to the East face of the East curb of Private Road adjoining the tract hereby conveyed on the West; thence North along said curb 13 degrees 23' West, 204.3 feet to the North line of the South 1/2 of said Lot 6; thence East along the North line of the South 1/2 of said Lot 6, 294 feet to the East line of said Lot 6, thence South along the East line of said Lot 6, 199 feet to the place of beginning.

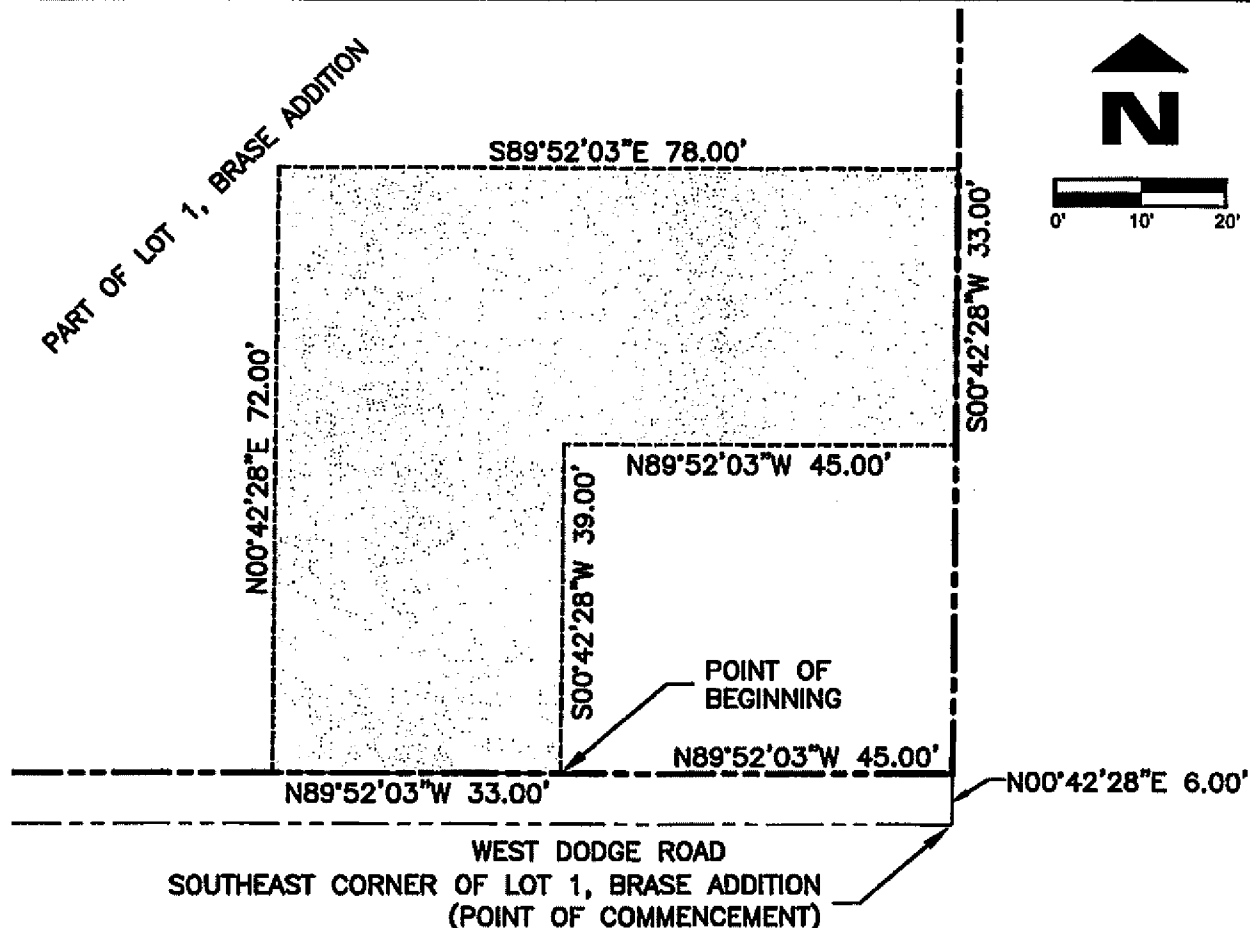
and

The North 109.5 feet of the parcel of land described as follows: That part of Lots 6 and 15, Pierson's Subdivision, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said Lot 15, thence South along the East line of said Lot 15 for 100 feet, thence West along a line 100 feet South of and parallel to the North line of said Lot 15 for 218.40 feet to the West face of the East curb of paved driveway; thence North along said West face for 9.0 feet; thence Northwesterly on a 9 degree 30' curve to the left for 140.5 feet; thence North 13 degrees 23' West for 71.7 feet; thence East along a line 118.5 feet North of and parallel to the South line of said Lot 6 for 249.2 feet; thence South 118.5 feet to the point of beginning.

Except that part now platted and becoming part of Lot 2, Brase Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska

Exhibit "B"
Easement Area

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LEGAL DESCRIPTION

THAT PART OF LOT 1, BRASE ADDITION, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1;
 THENCE N00°42'28"E (ASSUMED BEARING) 6.00 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF WEST DODGE ROAD;
 THENCE N89°52'03"W 45.00 FEET ON THE NORTH LINE OF WEST DODGE ROAD AND ON A LINE 6.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N89°52'03"W 33.00 FEET ON THE NORTH LINE OF WEST DODGE ROAD AND ON A LINE 6.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1;
 THENCE N00°42'28"E 72.00 FEET;
 THENCE S89°52'03"E 78.00 FEET TO THE EAST LINE OF SAID LOT 1;
 THENCE S00°42'28"W 33.00 FEET ON THE EAST LINE OF SAID LOT 1;
 THENCE N89°52'03"W 45.00 FEET;
 THENCE S00°42'28"W 39.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 3861 SQUARE FEET MORE OR LESS.



Job Number: 1630-19-002
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: 10/8/2019
 Drawn By: DHN
 Reviewed By: CED
 Revision Date:

AMERICAN NATIONAL BANK

Book
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Exhibit "C"

Legal Description

A part of Lot 15, Piersons Subdivision, a subdivision located in the SE 1/4 of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 of Section 15; thence S86°29'05"E (assumed bearing), along the South line of said Section 15, a distance of 426.44 feet; thence N04° 05'26"E, a distance of 309.56 feet to the Point of Beginning; *thence* continuing N04°05'26"E, a distance of 249.56 feet; thence S86°20'56"E, a distance of 223.00 feet to a point on the East line of said Lot 15, Piersons Subdivision; thence S03°01'57"W, along the East line of said Lot 15, Piersons Subdivision, a distance of 249.29 feet; thence H86°25'06"W, a distance of 227.60 feet to the Point of Beginning.

Said tract of land contains an area of 1.290 acres, more or less.