



BK 0921 PG 423



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RECORDED  
APR 30 1 31 PM '90  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

7

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of April, 1990, by and between QUALITY HOMES FOR LESS, INC. (hereinafter referred to as "Quality") and 102 MAPLE JOINT VENTURE (hereinafter referred to as "Venture").

WITNESSETH:

WHEREAS, Quality is the owner of the real property that lies east of and adjoins that certain office building project known as Metro Park Northwest located at 10011-10051 Maple Street, in Omaha, Douglas County, Nebraska (hereinafter referred to as "Quality Property"); and

WHEREAS, Venture is the owner of the aforementioned office building (hereinafter referred to as "Venture Property"); and

WHEREAS, the Quality Property and the Venture Property adjoin each other and have a common property line constituting the Westerly boundary line of the Quality Property and the Easterly boundary line of the Venture Property; and

WHEREAS, since the Quality Property and the Venture Property adjoin, it is the intent of the Venture to grant a perpetual roadway easement to Quality on a portion of the Venture Property shown by cross hatches on the attached Exhibit "A", which by reference is incorporated herein, for the purpose of providing ingress to and egress from the Quality Property to Maple Street in Omaha, Nebraska; and

WHEREAS, it is the intent of both parties that Quality and Venture be restricted from requesting or permitting the construction of improvements or the construction or installation of telephone, electrical, water or other utilities or utility lines or equipment of any kind on such easement area in such a manner as to in any way obstruct or hinder the use and enjoyment of said area as a roadway easement, all as more particularly hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration received and the mutual covenants and conditions hereinafter set forth by Quality and Venture, the parties agree as follows:

1. FILING OF RECORD. Subsequent to the full execution of this Agreement, it shall be filed of record with the office of the Register of Deeds of Douglas County, Nebraska.
2. GRANT OF EASEMENT TO QUALITY. Venture hereby grants to Quality a perpetual, non-exclusive two-way vehicular traffic easement of way over a portion of the Venture Property for the purpose of providing ingress to and egress from the Quality Property to Maple Street, Omaha, Nebraska, for use by pedestrian and vehicular traffic over, across and upon such portion of the Venture Property as depicted in Exhibit "A", and more particularly described in the legal description attached hereto as Exhibit "B" and by reference herein made a part hereof. It is further understood by the parties hereto that no use by any vehicle with a gross loaded weight exceeding 5 tons shall be permitted by this easement with the exception of trash removal vehicles required to empty dumpsters periodically in the normal course of operating a commercial office building.

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 TF NIS COMP \_\_\_\_\_ FIB 58-23720

3. JOINT MAINTENANCE OF EASEMENT AREA BY QUALITY AND VENTURE. The parties hereto agree that it is in their mutual best interests to perpetually repair, maintain, paint, stripe and replace, when necessary, the surfacing on the easement of way referred to in Paragraph 2 of this Agreement.

It is further agreed that the easement of way should be kept in a first-class, safe, neat, clean, orderly and sanitary condition and appearance, cutting all weeds and grass thereon, if any, and removing any and all accumulations of ice, snow, dirt, and rubbish from the area. Since the easement being granted shall benefit the Quality Property, the owner of that benefited property shall perpetually be required by any such easement to bear 50% of the cost of the snow removal, and any maintenance, repair or replacement of the concrete or other improvements, on the portion of the Venture Property covered by the easement, as defined in Exhibit "A".

4. REMEDIES FOR BREACH. If Quality or Venture, or either parties' transferees, successors or assigns shall at any time violate any of the easements, covenants and agreements herein contained, the party not in violation may prosecute any proceedings at law or in equity against the party violating or attempting to violate any such easements, covenants and agreements and, in such event, may secure injunctive relief to prevent such violations, or may recover damages and other costs for such violations, or both.

5. TERMS SEVERABLE. The terms and provisions hereof are deemed to be severable and the invalidation of any of these covenants or agreements by court order or decree shall in no way invalidate or affect any of the other provisions hereof.

6. COVENANTS RUNNING WITH VENTURE PROPERTY. The easement, covenants and agreements granted herein are appurtenant to the property owned by the Venture and shall run with said property. All easements, covenants and agreements granted herein shall be considered and construed as perpetual easements and covenants running with the Venture Property and shall inure to the benefit of and extend to and be binding upon successors, transferees, assigns, lessees, licensees, servants, agents, employees and visitors of the parties hereto, the same as if they were in every case named and expressed, and shall perpetually continue in full force and effect until terminated or annulled by the mutual written agreement of the parties hereto or their transferees, successors or assigns.

7. OPERATION OF GRANT NOT CONTINGENT. The operation of the grant of the easement of way herein contained shall not be deemed contingent upon the happening of any event and is not to be viewed as executory in any respect. Nonuse of the easement of way granted herein, regardless of the duration of such nonuse, shall not constitute evidence of the intent of Quality and its transferees, successors, or assigns to abandon such easement. The easement granted herein shall not be deemed abandoned unless and until Quality, or its transferees, successors or assigns shall, by mutual written agreement, terminate or annul said easement.

8. MODIFICATION. This Agreement may be modified at any time, but only by the mutual written agreement of the parties hereto or their transferees, successors or assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

QUALITY HOMES FOR LESS, INC.

By: Paul Sharples  
Its President

102 MAPLE JOINT VENTURE

By: John P. Chudy  
Its Managing Partner

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

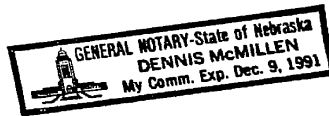
The foregoing instrument was acknowledged before me on APRIL 27, 1990 by PAUL SHARPLES, the President of Quality Homes For Less, Inc., a Nebraska corporation, on behalf of the corporation.



Dennis McMullen  
Notary Public

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on APRIL 27, 1990 by JOHN P. CHUDY, the MANAGING PARTNER of 102 Maple Joint Venture, a joint venture entity comprised of two individuals who are residents of the State of Nebraska, on behalf of that joint venture entity.



Dennis McMullen  
Notary Public

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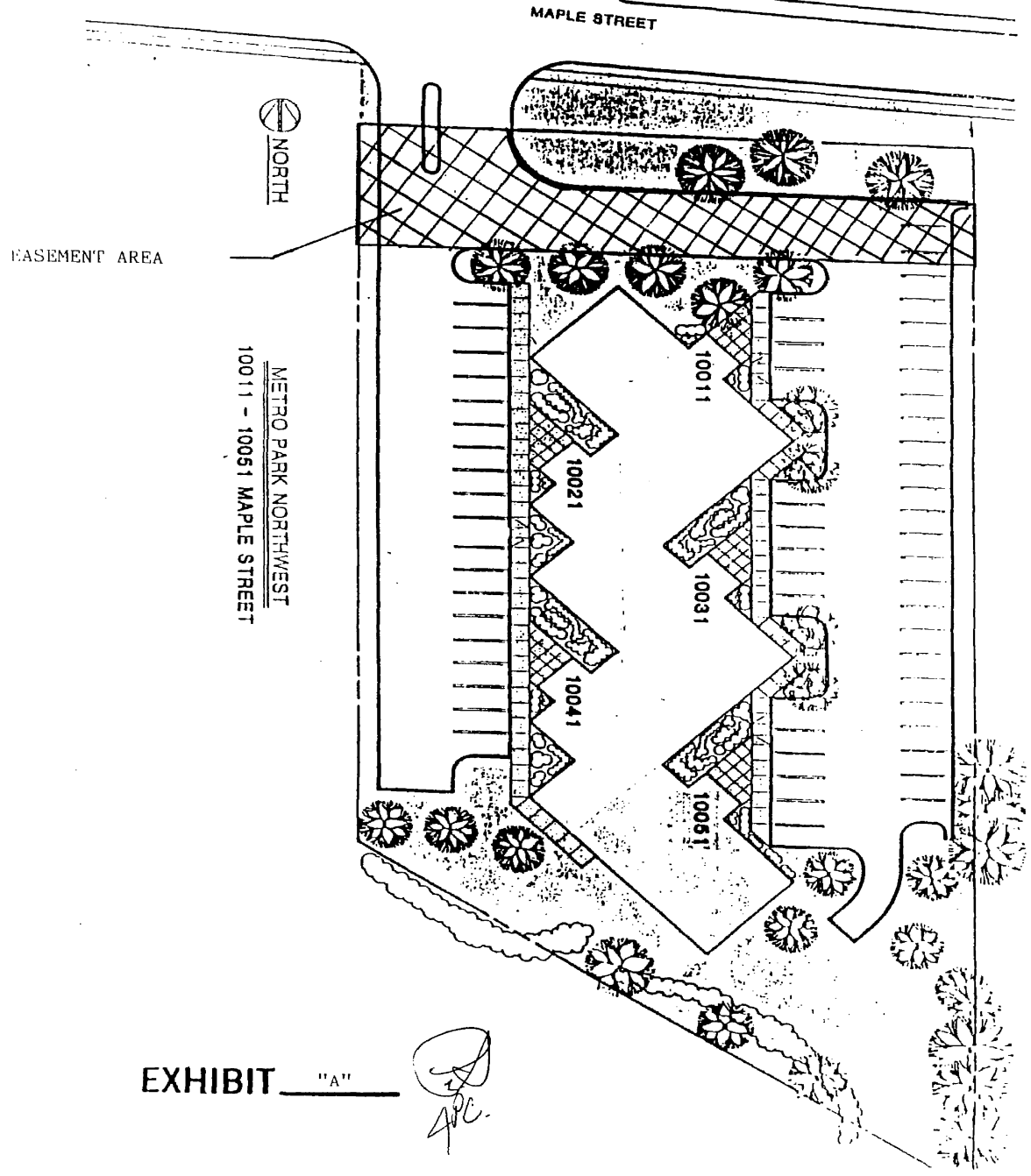


EXHIBIT "A"

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**EXHIBIT "B"**

A PART OF LOT ONE (1) AND LOT THIRTY-SEVEN (37), MAPLE HILL, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED 100TH AVENUE ADJOINING SUCH LOT ONE (1) AND LOT THIRTY-SEVEN (37), AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 195.84 FEET WEST OF THE NORTHEAST CORNER OF LOT ONE (1) MAPLE HILL, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, SUCH CORNER BEING 50.00 FEET SOUTH OF THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION NINE (9), TOWNSHIP FIFTEEN (15) NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA; THENCE SOUTH 45.00 FEET ON A LINE PARALLEL TO THE WEST LINE OF LOT ONE (1); THENCE EAST 195.84 FEET ON A LINE PARALLEL TO THE NORTH LINE OF LOT ONE (1); THENCE NORTH 25.00 FEET ALONG THE EAST LINE OF LOT ONE (1), THENCE WEST 147.72 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF LOT ONE (1); THENCE NORTH 20.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF LOT ONE (1); THENCE WEST 48.12 FEET ALONG THE NORTH LINE OF LOT ONE (1) TO THE POINT OF BEGINNING.