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*Michael B. Maroney*  
*6655 Sorensen Parkway*  
*68152*

### JOINT DRIVEWAY EASEMENT

This Joint Driveway Easement agreement is made as of the 17th day of April, 1997, between and among:

- A. Grace Plaza Limited Partnership ("**Grace Plaza**");
- B. Greenview Limited Partnership ("**Greenview**"); and
- C. Clark Place Limited Partnership ("**Clark Place**");

all of whom are Nebraska limited partnerships, and all of whom have a present office address of:

Redick Professional Plaza  
6655 Sorensen Parkway  
Omaha, Nebraska 68152-2139  
Attention: Michael B. Maroney,  
New Community Development  
Corporation.

Grace Plaza, Greenview and Clark Place are the owners of certain parcels of property located between 18th Street and Florence Boulevard (19th Street) and South of Grace Street, in the City of Omaha, Douglas County, Nebraska, as more particularly described hereafter.

1. **Grace Plaza Ownership.** Grace Plaza is the present owner of **Lot 4, Grace Plaza** (a replat of Lots 15 and 16, Block 13, E.V. Smith's Addition). Said Lot 4, Grace Plaza also includes the west half of an 18 foot vacated alley which adjoined the former Lots 15 and 16, Block 13, on the east, and said vacated alley parcel, measuring 9 feet east and west by 132 feet north and south, is referred to herein as "**Easement A**".
2. **Greenview Ownership.** Greenview is the present owner of **Lot 1, Greenview Addition** (a replat of part of Lot 1, and all of Lots 2 and 3, Block 13, E. V. Smith's Addition). Said Lot 1, Greenview Addition includes the east half of the vacated alley described in Paragraph 1 above, which adjoined the former Lots 1, 2 and 3, Block 13, on the west, and that portion of said vacated east half which adjoined Lots 1 and 2 on the west, also measuring 9 feet east and west by 132 feet north and south, is referred to herein as "**Easement B**".

3. **Clark Place Ownership.** Clark Place is the present owner of **Clark Plaza, Lot 1** (a replat of Lots 9 through 14, Block 13, E.V. Smith's Addition). Clark Plaza Lot 1 includes the west half of that portion of the vacated alley described in Paragraphs 1 and 2 above which adjoins Lots 9 through 14, Block 13, on the east. The north 11 feet of the foregoing alley parcel, measuring 11 feet south from the northeast corner of the former Lot 14 (which is identical with the southeast corner of the former Lot 15) by 9 feet east and west, is referred to herein as "**Easement C**".

4. **Existing Paved Driveway.** The land described above as Easements A, B and C (together with that portion of the above-referenced vacated alley adjoining Easement C on the east) has been paved, and serves as a driveway for ingress and egress from and to Grace Street on the north, and to and from garages located on Lot 4, Grace Plaza and on Lot 1, Greenview Addition.

5. **Grant of Joint Driveway Easement.** In consideration of the mutual promises, obligations and rights herein created, the parties hereto do hereby, grant and convey to Grace Plaza and Greenview, their successors and assigns, a permanent driveway easement over the areas described herein as Easements A, B and C, and as shown on the attached document entitled "**Description & Sketch**", prepared by Ehrhart Griffin & Associates, engineers, under date of October 2, 1995, which document is hereby incorporated by reference.

6. **Easement Beneficiaries.** The joint driveway easement herein created shall be for the joint use of Grace Plaza and Greenview, their successors and assigns, and for their respective tenants and other invitees and licensees of such parties, for joint driveway purposes for private and commercial vehicles which are within weight limits of any applicable governmental statute, ordinance or regulation.

7. **No Obstructions.** Neither Grace Plaza nor Greenview shall permit, and each shall use reasonable and diligent efforts to prevent, their respective tenants, invitees, or licensees (or any other party with respect to whom they reasonably have control), from using or leaving any vehicles, or anything else, on the joint driveway so as to prevent the free and uninterrupted use of said driveway by the other party (and any of its permitted users) for the purpose of which the joint driveway easement has been created.

8. **Maintenance, Repair and Snow Removal.**

A. **Maintenance and Repair.** Except as hereafter expressly otherwise provided, Grace Plaza and Greenview, their successors and assigns, shall share the cost of maintaining the joint driveway in a reasonably good condition, including the cost of reconstruction when reasonably necessary, on the basis of 30% of such costs to be borne by Grace Plaza and 70% to be borne by Greenview. Notwithstanding the foregoing provisions, either party causing damage to the joint driveway through negligence on the part of such party itself, or on the part of such party's tenants, invitees or licensees (who are not at the time of incurring of the damage also invitees or licensees of the other party) shall, as between the parties hereto, be wholly responsible for any such damage resulting from any such negligence. Either of the parties hereto, their successors or assigns, shall have the right to do such work on the driveway and to make such repairs thereon as are reasonably necessary to maintain or reconstruct the driveway in a reasonably good condition, and upon the completion of such repairs, the party making such repairs shall be entitled to recover from the other party that portion of the cost thereof which is to be borne by the other party as provided herein.

B. **Snow Removal.** Grace Plaza and Greenview shall be jointly responsible for the prompt removal of snow from the joint driveway, and shall share the cost thereof on the basis of 30% by Grace Plaza and 70% by Greenview. Either party shall have the right to cause the snow removal to be accomplished, and, upon completion thereof recover from the other party the cost thereof to be borne by such other party, as provided herein.

This agreement shall be deemed to be a covenant running with the title to the land, and shall be binding upon the parties hereto, and upon their successors and assigns, so long as Lot 4, Grace Plaza or Lot 1, Greenview Addition is used for residential purposes. Provided, however, the joint driveway easement created herein may be released at any time by appropriate agreement for that purpose entered into between the owners of Lot 4, Grace Plaza and Lot 1, Greenview Addition, duly executed and acknowledged and filed for record in the office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above set forth.

GRACE PLAZA LIMITED PARTNERSHIP,

By: *x Michael B. Maroney*  
Michael B. Maroney, President  
Grace Plaza Corporation, General Partner

GREENVIEW LIMITED PARTNERSHIP,

By: *x Michael B. Maroney*  
Michael B. Maroney, President  
Greenview Corporation, General Partner

CLARK PLACE LIMITED PARTNERSHIP

By: *x Michael B. Maroney*  
Michael B. Maroney, President  
Clark Place Corporation, General Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 22 day of April, 1996, by Michael B. Maroney, President of Grace Plaza Corporation, Clark Place Corporation and Greenview Corporation, on behalf of Grace Plaza Limited Partnership, Clark Place Limited Partnership and Greenview Limited Partnership.

*x Eleanor Riggs*  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Project No. 951246

## DESCRIPTION & SKETCH

### INGRESS EGRESS EASEMENTS A, B & C

#### EASEMENT "A"

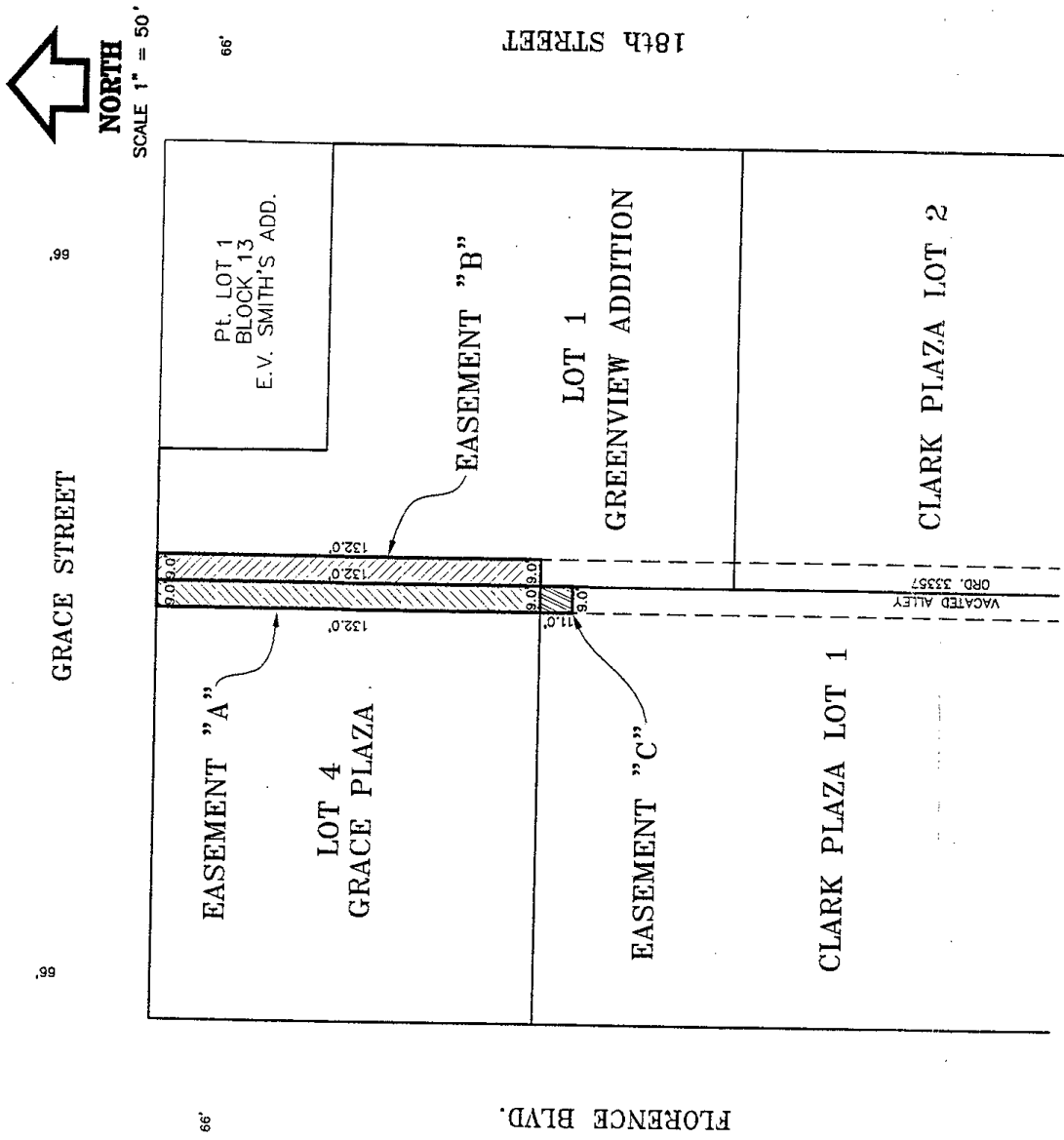
THE EAST 9.0 FEET OF LOT 4 GRACE PLAZA, AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. CONTAINING 1188.0 SQUARE FEET, MORE OR LESS.

#### EASEMENT "B"

THE NORTH 132.0 FEET OF THE WEST 9.0 FEET OF LOT 1, GREENVIEW ADDITION, AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. CONTAINING 1188.0 SQUARE FEET, MORE OR LESS.

#### EASEMENT "C"

THE NORTH 11.0 FEET OF THE EAST 9.0 FEET OF CLARK PLAZA LOT 1, AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. CONTAINING 99.0 SQUARE FEET, MORE OR LESS.



Date: 10/2/95



**EHRHART  
GRIFFIN &  
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631