

*affect, Lot 1
The Lindens*EASEMENT AGREEMENT

This Easement is granted by The Catholic Archbishop of Omaha, a non-profit corporation, (hereinafter referred to as the "Owner," to Linden Park Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association").

Preliminary Statement

Owner is the owner of the property situated in the southeast corner of Lot 123, Linden Park, a subdivision located in the North Half of the Northeast Quarter of Section 13, Township 15 North, Range 11 East, Douglas County, Nebraska which is described under the Easement Descriptions on Exhibit A, attached hereto (hereinafter referred to as the "Easement Property").

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the Owner hereby grants to the Association the permanent and exclusive right and easement to use and maintain the Easement Property for an entrance to the Linden Park Subdivision. Without limiting the rights and easement granted to the Association, the Association may regrade, landscape, plant, or rock all or any part of the Easement Property, and/or construct, install, repair, maintain, remove and replace signs, fences, curbs, structures, lights, trees, shrubs and other improvements on the Easement Property.

Owner shall not in any manner hinder or obstruct the use of the Easement Property by the Association pursuant to this Easement Agreement, and Owner shall not plant any trees or shrubbery or install any fence or other improvement on or along the south and east perimeters of the Easement Property, without the consent of the Association.

The Association shall maintain and repair the Easement Property in a reasonably neat and orderly condition, and in good repair during the term of the Easement Agreement.

All rights and easements granted by this Agreement shall run with the land perpetually until the occurrence of any of the following, at which time the rights and easements granted by this Agreement shall fully and finally terminate:

- (i) the liquidation or dissolution of the Association;
- (ii) the failure of the Association to place and maintain the Easement Property in neat and orderly condition and good repair within 90 days following written notice to the Association from the Owner; and
- (iii) the written agreement of the Association.

Upon termination of the right and easement granted by this Easement Agreement, the Association shall remove any and all signs, fences, structures and other improvements from the Easement Property, and shall level and seed the Easement Property.