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Please return to:

James M. & Mary R. Schimonitz
11624 North Post Road
Omaha, NE 68112



GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Space Above Line Reserved for Recording Purposes

EASEMENT AGREEMENT

JAMES M. SCHIMONITZ and MARY R. SCHIMONITZ, Husband and Wife, (Lot 2 Owners) and JACK L. HOPSON and HELEN HOPSON, Husband and Wife (Lot 3 Owners) now make this easement agreement on June __, 1996.

JAMES M. SCHIMONITZ and MARY R. SCHIMONITZ are the owners of the following described real estate located in Douglas County, Nebraska known in this agreement as Lot 2:

Lot 2, Block 2, BEACON HILL, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

JACK L. HOPSON and HELEN HOPSON, are the owners of the following described real estate located in Douglas County, Nebraska known in this agreement as Lot 3:

Lot 3, Block 2, BEACON HILL, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

The Owners of Lot 3 desire to obtain an easement for the use of a portion of Lot 2 for the benefit of Lot 3. The Owners of Lot 2 are willing to grant to the Owners of Lot 3 and in consideration of one dollar, hereby grant to the Owners of Lot 3 a nonexclusive easement for the use of the following portion of Lot 2 upon the terms and conditions described below:

1. This easement is granted for the sole purpose of the maintenance, repair or demolition of a barn currently located on Lot 3. The easement may not be used for any other purpose by the Owners of Lot 3.
2. The use of the easement area by the Owners of Lot 2 is not restricted by this easement, including, but not limited to, the placement of a fence in the easement area.
3. The easement area is a rectangle legally described as follows:

Starting at the SouthWest corner of Lot 2 and proceeding east along the south lot line of Lot 2, 90.3 feet to the point of beginning, then continuing on the lot line 24 feet, then 3 feet north on a line perpendicular to the lot line, thence west 24 feet upon a line parallel to the lot line and thence 3 feet south to the point of beginning.

Exhibit A, which is attached to this agreement, contains a diagram of the easement area (not to scale).

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 DEL C/O COMP VP
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4. Owners of Lot 3 acknowledge that they have no other interest or rights to the use of any other portion of Lot 2.

5. This easement agreement will terminate upon the earlier to occur of the following dates or events:

January 1, 2025; or

The complete or substantial destruction (excluding the foundation) of the barn now on the premises by fire, windstorm, or other casualty or by its demolition. If the barn is insured, the definition of substantial destruction used in the insurance policy shall be used. If the barn is not insured, then the definition of substantial destruction used in the insurance policy on any structures on Lot 3 shall be used, if there is no such insurance, then the definition in the insurance policy on any structures on Lot 2 shall be used.

6. If the use of the easement area causes the removal of or damage to any part of any fence, to any landscaping or to any improvement on Lot 2, the repair or replacement of such fence, landscaping or improvement shall be at the cost of and shall be paid by the Owners of Lot 3. If such cost is paid by the Owners of Lot 2 or any other source, the Owners of Lot 3 shall be liable to the Owners of Lot 2 for such cost, plus interest at the rate of 16% per annum from the date of payment of such costs and plus attorneys fees and expenses incurred in the recovery of such cost.

7. Prior to using the easement area, except for an emergency, the Owners of Lot 3 shall give one week's notice to the Owners of Lot 2. Prior to using the easement area, the Owners of Lot 3 shall supply proof of insurance to the Owners of Lot 2 for such coverage as is required by paragraph 8 of this agreement.

8. The Owners of Lot 3 shall insure the Owners of Lot 2 from any liability to any person as a result of the use of the easement area. The minimum limits of such liability insurance coverage shall be \$250,000.00.

9. On any project the easement area may be used for no more than 15 consecutive working days (as measured by use of the term in the construction industry in the Omaha area). All equipment shall be removed and any fence replaced before construction is shut down for the winter. If scaffolding, ladders or other construction equipment is placed on the easement area, such equipment shall be removed as soon as possible after work is completed on the portion of the barn nearest the property line.

10. No use of the easement area may be made for storage at any time.

11. Nothing in this agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.

12. The parties shall have all of the remedies provided under this agreement and any other remedies provided by law. These remedies shall be cumulative. Time is of the essence in this agreement.

13. This agreement may be executed in several duplicate originals, but all copies shall be only one agreement.

14. No amendment of this agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

15. Any waiver by any party of a default of any other party of this agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which vary from the terms of this agreement shall be a waiver of any party's right to demand exact compliance with the terms of this agreement.

16. This agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

17. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this agreement. Neither party has relied on any verbal representations, agreements, nor understandings not expressly set forth in this agreement.

18. All captions, headings or titles in the paragraphs or sections of this agreement are inserted for convenience or reference only. No caption, heading or title shall be a part of this agreement. No caption, heading or title shall be read as a limitation of the scope of that particular paragraph or section.

19. This agreement shall be binding upon the parties and their respective assigns, executors, heirs, beneficiaries, devisees, legatees, personal representatives, and successors and shall run with the land.

20. If there is more than one person liable under this agreement, the liability of each shall be joint and several.

21. This agreement shall be construed and enforced under the law of the State of Nebraska.

The parties have now made this easement agreement on the date shown on the first page.

James M. Schimonitz

JAMES M. SCHIMONITZ, Husband

Jack L. Hopson

JACK L. HOPSON, Husband

Mary R. Schimonitz

MARY R. SCHIMONITZ, Wife

Helene E. Hopson

HELENE HOPSON, Wife

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on ^{October} ~~June~~ 26, 1996 by JAMES M. SCHIMONITZ and MARY R. SCHIMONITZ, Husband and Wife.

Debbie Prochaska

Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

GENERAL NOTARY-State of Nebraska
DEBBIE PROCHASKA
My Comm. Exp. June 15, 1998

The foregoing instrument was acknowledged before me on ^{September} ~~June~~ 16, 1996 by JACK L. HOPSON and HELENE HOPSON, Husband and Wife.

GENERAL NOTARY-State of Nebraska
VINCENT R. PILLE
My Comm. Exp. Jan. 24, 1999

Vincent R. Pille

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

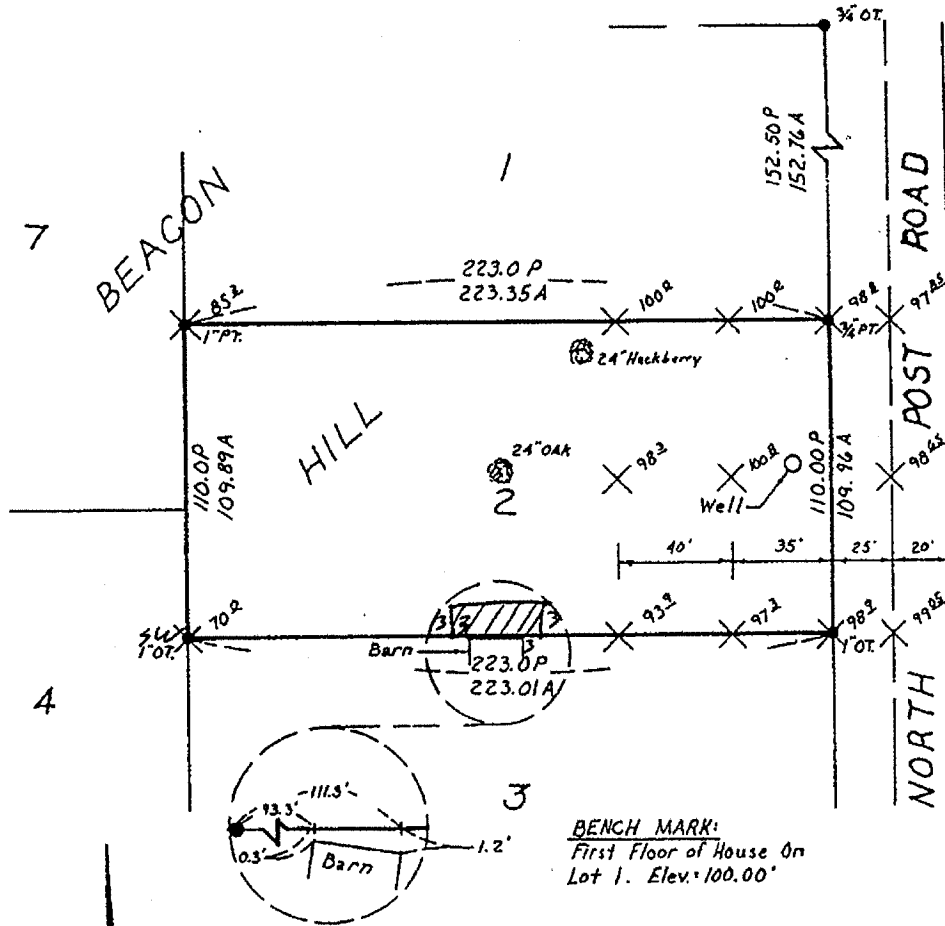
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description Lot 2, Block 2, BEACON HILL, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Plat to scale showing tract surveyed with all pertinent points.



- O - CORNERS SET
- - CORNERS FOUND
- A - ACTUAL DIMENSIONS
- P - PLAT DIMENSIONS

BENCH MARK:
First Floor of House on
Lot 1. Elev. 100.00'

Gerald B. Rager, Jr.
Signature of Land Surveyor



DATE RECEIVED: _____ Date: January 6, 1993 Reg. No. _____

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____

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SEAL
Job Number: 93/002

lamp, ryneason & associates, inc.
architects engineers surveyors planners
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