



BK 0898 PG 143



MISC 1989 14896

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1989 RECEIVED
ACCESS AND PARKING EASEMENT SEP -8 AM 11:15

7th THIS EASEMENT AGREEMENT, is made and entered into this day of September, 1989, by and between NP2 Limited Partnership, a Nebraska limited partnership (hereinafter "NP2") and P. Scott Dye, Trustee (hereinafter "Dye").

WITNESSETH:

WHEREAS, Dye is the fee simple owner of certain real property legally described as Lot 1, North Park Replat I, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska (hereinafter "Lot 1"); and

WHEREAS, NP2 is the fee simple owner of Lot Two (2), North Park Replat I, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska (hereinafter "Lot 2"), which adjoins Lot 1; and

WHEREAS, the parties hereto wish to provide a permanent, non-exclusive easement over Lot 2 and in favor of Lot 1 for access to said Lot 1 and for parking thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. NP2 hereby grants to Dye, and his successors and assigns, as owners of Lot 1, a perpetual, non-exclusive access easement, subject to reasonable regulation and subject to KVI's reasonable maintenance requirements, over and upon all drives, streets, roads and other outdoor areas intended for pedestrian and/or vehicular use which may be situated on said Lot 2, as reasonably necessary to allow vehicular and pedestrian ingress and egress to and from Lot 1 over such areas of Lot 2 to public rights-of-way. Such easement right shall include up to two vehicle access driveways for vehicle access between Lot 1 and Lot 2, for Dye, and his successors and assigns, and their respective lessees, employees, contractors, invitees, licensees and occupants of said Lot 1. NP2 may change or alter the location of such easement areas on Lot 2 so long as such change does not unreasonably interfere with access to said Lot 1. In the event NP2 temporarily restricts use of a drive area for purposes of maintenance, it shall provide for an alternative access route during such maintenance period.

2. NP2 also hereby grants to Dye, and his successors and assigns, as owners of Lot 1, a perpetual, non-exclusive easement for parking of vehicles (excluding all trucks, and construction, maintenance or utility vehicles) over and upon any and all areas on Lot 2 designated for parking of

vehicles, subject to reasonable regulation and limited to not more than 3 vehicles per 1000 square feet of floor area of any building developed on Lot 1. Such parking easement shall not include any right to park any vehicle between the hours of 10:00 o'clock p.m. and 5:00 o'clock a.m. on Lot 2 and the easement may only be utilized for vehicle parking by Dye, and his successors and assigns, and their respective lessees, employees, contractors, licensees, occupants of and invitees to said Lot 1, but only if Lot 1 is developed with and at all times is maintained with sufficient parking on Lot 1 to meet all minimum parking requirements imposed by any applicable law, regulation or code. NP2 may change the location of the parking areas from time to time, so long as such changes do not unreasonably interfere with or restrict the use of this parking easement, and so long as the areas of Lot 2 that abut Lot 1 on the East and South remain designated for parking. Notwithstanding the foregoing, NP2 may restrict use of parking areas temporarily for purposes of safety or maintenance or other similar necessity.

3. NP2 represents and warrants to Dye and his successors and assigns, that it is the Owner in fee simple of said Lot 2, and that it has legal power and authority to grant this easement. This easement shall run with the land and be binding on the successors and assigns of the parties hereto.

4. Nothing stated in this Access and Parking Easement shall be deemed to create any claims or causes of action against, or liability in NP2 with respect to any property damage or bodily injury occurring on Lot 2, other than such claims, causes of action and liabilities as may exist at common law.

IN WITNESS WHEREOF, the parties have executed this Access and Parking Easement the date and year first set forth above.

NP 2 LIMITED PARTNERSHIP

By: KV North Park Limited Partnership,
a Nebraska limited partnership, a
general partner

By: Frank R. Kreci
a general partner

And by: Chas W. Antucky
a general partner

And by KV International, Inc.,
a Nebraska corporation, a
general partner

By: Chas W. Antucky
President

And By: WSCR, INC., a Minnesota
corporation, a general partner

By: Samuel A. Miska
Its: Vice President

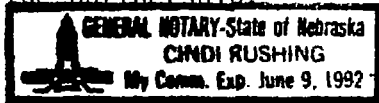
P. SCOTT DYE, TRUSTEE

By: P. Scott Dye Trustee
P. Scott Dye, Trustee

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of September, 1989, by FRANK Krejci, a general partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)

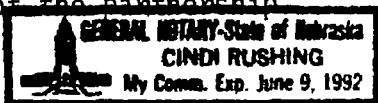


Cindi Rushing
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of September, 1989 by GEORGE Venteicher, a general partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)

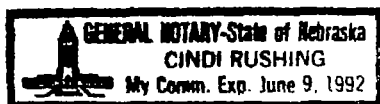


Cindi Rushing
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of September, 1989, by GEORGE Venteicher, President of KV International, Inc., a Nebraska corporation, on behalf of the corporation, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)

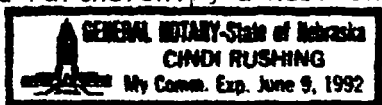


Cindi Rushing
 Notary Public

STATE OF Nebraska)
) SS.
 COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 31st day of August, 1989, by Daniel A. Markee, Vice President of WSCR, Inc., a Minnesota corporation, on behalf of the corporation, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)

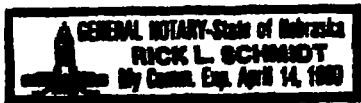


Cindi Rushing
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of September, 1989, by P. Scott Dye, ~~as~~ Trustee.

(SEAL)



Rick L. Schmidt
 Notary Public