

17-15-13

CONDITIONAL EASEMENT

BOOK 543 PAGE 37

AGREEMENT made this 17th day of September, 1974 by and between DEAN RAWSON MOTORS, INC., a Nebraska corporation, hereinafter called Grantor and South Seas Water Gardens, Inc., a Nebraska corporation, hereinafter called Grantee:

WHEREAS, Grantor has conveyed to Grantee of even date herewith certain real property in Tax Lot 20 described below but has taken as partial consideration a promissory note for the principal sum of Five Thousand Five Hundred Dollars (\$5,500.00), and

WHEREAS, Grantee negotiated the easement herein described as part of the agreement to purchase the other real property, but whereas both parties agree that the easement herein becoming permanent should be conditional upon full payment of the aforementioned promissory note of Grantee to Grantor:

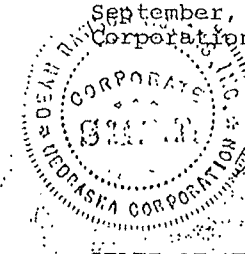
NOW IT IS THEREFORE AGREED:

1. Grantor does hereby grant a permanent easement, to Grantee, its heirs and assigns, subject to the condition of revocation hereinafter stated, of Ingress and Egress for vehicular and pedestrian traffic in connection with its use and enjoyment of its adjoining premises over a tract of land located in the West 50.0 feet of the East 160.0 feet of the North 140.0 feet of Tax Lot 20, in the Northwest 1/4 of the Southeast 1/4 of Section 17, T15N, R13E of the 6th P.M., Douglas County, Nebraska in the City of Omaha described as shown on Exhibit "A" attached hereto and described as follows: Commencing at the Northeast corner of said tract of land; thence West, (assumed bearing) on the North line of said tract, 37.85 feet to the point of beginning; thence continuing West on the North line of said tract, 10.00 feet; thence S 01° 05' 00" W, 74.00 feet; thence East, 10.00 feet; thence N 01° 05' 00" E, 74.00 feet to the point of beginning.

2. Said easement is conditioned upon full and timely payment of a promissory note in the principal sum of Five Thousand Five Hundred Dollars (\$5,500.00) of even date herewith by Grantee to Grantor and said easement shall be wholly revoked and void in the event Grantee shall fail to pay the interest and principal due under this promissory note pursuant to the terms and conditions of said note and the first mortgage given as security therefore.

To have and to hold the said easement of right-of-way hereby granted unto the Grantee, its successors and assigns, as appurtenant to the said land of the Grantee.

IN WITNESS WHEREOF, I hereunto set my hand this 17th day of September, 1974, as President of Dean Rawson Motors, Inc., a Nebraska Corporation.



Witness:
[Signature]

DEAN RAWSON MOTORS, INC., a Nebraska Corporation,

Secretary By *[Signature]*
Dean C. Rawson, President

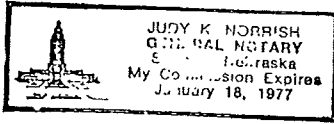
STATE OF NEBRASKA
SS.
COUNTY OF DOUGLAS

Before me, a notary public qualified in said county, personally came DEAN C. RAWSON, President of Dean Rawson Motors, Inc., a corporation, known to me to be the President and identical person

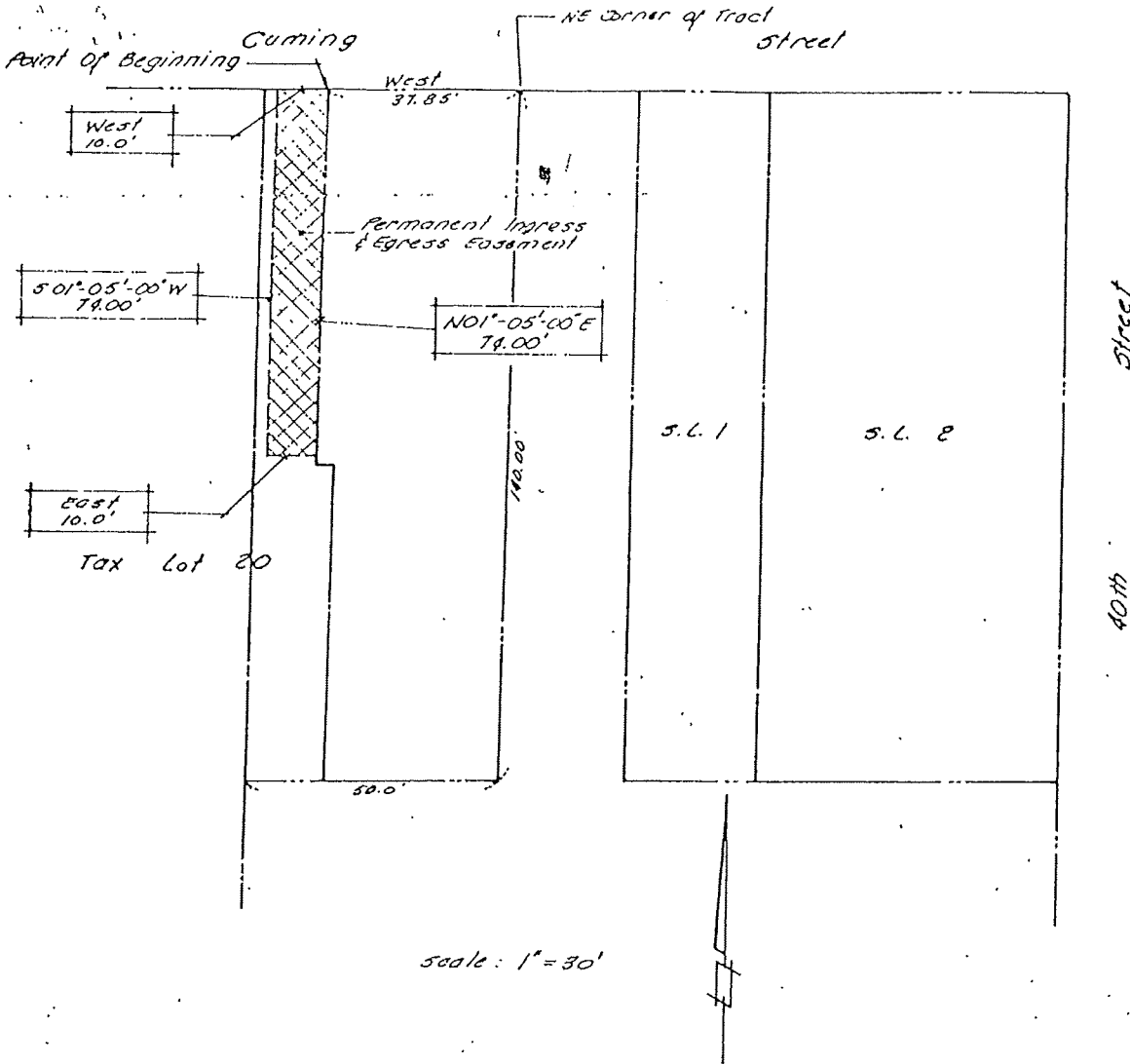
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who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on the 17th day of September, 1974.



Judy K. Morrish
Notary Public



10 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA: 625
4 DAY OF October 1974 AT 3:30 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS