

EASEMENT

WHEREAS, PAY-LESS SELF SERVICE SHOES L STREET CO., INC.,

First Party, is the owner of:

A tract of land lying in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 6, Township 14, North, Range 13 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 6-14-13; thence South 86° 24' W. on an assumed bearing along the center section line of said Section 6 for a distance of 66.15 feet; thence South 00° 00' W. along the westerly line of the East 2 acres in the Northwest 1/4 of the Southeast 1/4 of Section 6 for a distance of 50.0 feet to the South R.O.W. line of "L" Street for a distance of 80.67 feet; thence South 00° 00' W. for a distance of 212.06 feet; thence North 89° 57' 41" W. for a distance of 80.51 feet; thence North 00° 00' E. for a distance of 206.94 feet to the point of beginning, containing 0.39 acres more or less, and containing a perpetual easement on the East 20 feet of the North 30 feet thereof;

and

WHEREAS, Roy A. Smith and Kay Watson Smith, husband and wife, and Stanley C. Searles, doing business as Chick'N Burger, are the owners or have some interest in the following described real property, they being the Second Parties:

All of a tract of land in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6, Township 14 North, Range 13 East of the 6th P.M., more particularly described as follows: Beginning at a point on the East line of the West three acres of the East five acres of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6; said point being 40 feet South of the North line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6; thence South 3° 30' West (assumed bearing) along the East line of the West three acres of the East five acres of Section 6, a distance of 150 feet; thence North 90° West and parallel to the North line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 6 a distance of 150 feet; thence North 3° 30' East and parallel to the East line of said tract a distance of 150 feet; thence North 90° East parallel to and 40 feet South of the North line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6, a distance of 150 feet to the point of beginning, containing 0.515 acres more or less;

and

WHEREAS, the parties hereto desire to grant to each other a mutual drive over the West 20 feet of the North 30 feet of the property of the First Party, and the East 20 feet of the North 30 feet of the property of the Second Parties;

NOW, THEREFORE, in consideration of the mutual benefits to each other and of the premises herein contained, First Party does hereby grant to the Second Parties, a perpetual easement over the West 20 feet of the North 30 feet of the property of the First Party above described, to be used in common with First Party for ingress and egress, and Second Parties do hereby grant to First Party a perpetual easement over the East 20 feet of the North 30 feet of the property of the Second Parties above described, to be used in common with the Second Parties, likewise for ingress and egress.

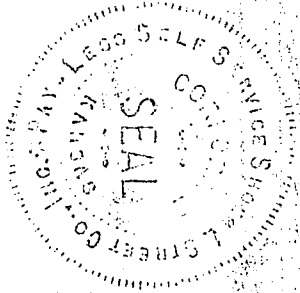
Said easements shall be kept open at all times for the joint use of the parties hereto, and neither party shall permit the parking of automobiles or the blockading of said drive for any purpose whatsoever.

First Party agrees that it will pave said easement at such time as it shall construct a building upon its land adjoining said easement, and thereafter each party shall have the obligation to maintain that portion of the easement located upon the property owned by themselves.

IT IS FURTHER AGREED by and between the parties hereto that the First Party may erect and construct within the said easement zone established hereby on its portion of the property above described a display sign or business designation device without hindering the free flow of traffic intended by this easement; and that the First Party may maintain and alter same in said zone.

IT IS FURTHER AGREED by and between the parties hereto that this easement and the rights and obligations created hereby shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 4 day of <sup>April</sup>~~March~~, 1969.



PAY-LESS SELF SERVICE SHOES  
L STREET CO., INC.

By [Signature]  
President

ROY A. SMITH

KAY WATSON SMITH

STANLEY C. SEARLES, d/b/a  
Chick'N Burger

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

COUNTY OF DOUGLAS )

On this 4 day of <sup>April</sup>~~March~~, 1969, before me, the undersigned, a Notary Public in and for said County, personally appeared Stanley C. Searles, doing business as Chick'N Burger, Roy A. Smith and Kay Watson Smith, husband and wife, the identical persons whose names are affixed to the above conveyance and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said Douglas  
County the day and year last above written.

Notary Public

My commission expires: Aug. 13, 1971

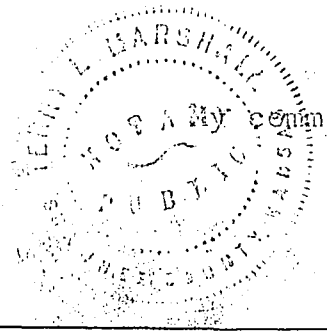
STATE OF KANSAS )  
 ) SS.  
COUNTY OF SHAWNEE )

On this 31 day of March, 1969, before me, the under-  
signed, a Notary Public in and for said County and State,  
personally came S. Lee Pozez, President of Pay-Less Self Service  
Shoes L Street Co., Inc., and Louis Pozez, Secretary of Pay-Less  
Self Service Shoes L Street Co., Inc., a Kansas corporation  
qualified to do business in the State of Nebraska, personally  
known to me to be the President and the Secretary respectively  
of said corporation and the identical persons whose names are  
affixed to the above conveyance, and acknowledged the execution  
thereof to be their voluntary acts and deeds as such officers  
and the voluntary act and deed of the said corporation, and that  
the corporate seal of said corporation was thereto affixed by its  
authority.

WITNESS my hand and Notarial Seal at Topeka in said  
County, the day and year last above written.

Terry L. Marshall  
Notary Public

commission expires: Sept 13 1970



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**DOUGLAS COUNTY, ILL.**

True

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James Herzog  
528  
6-14-13

6-14-55