

HOLD HARMLESS AGREEMENT AND PERPETUAL EASEMENT

THIS HOLD HARMLESS AGREEMENT AND PERPETUAL EASEMENT, entered into this 17th day of August, 1969, between H. P. SMITH MOTORS, INC., A Corporation, Grantor, (herein called "Smith" or "Grantor") and TRANSAMERICAN INVESTMENT PROPERTIES, INC., A Corporation, Grantee, (herein called "Transamerican" or "Grantee" or "Indemnator"):

WHEREAS, SMITH is the owner of the following described real estate:

A tract of land located in the Southeast $\frac{1}{4}$ of 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 Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 6; thence S86°24'00"W (assumed bearing) along the North line of Southeast $\frac{1}{4}$ of said Section 6, said line also being the centerline of "L" Street, a distance of 66.15 feet; thence S00°00'00"E, a distance of 192.00 feet, to the point of Beginning; thence continuing S00°00'00"E, a distance of 20.00 feet; thence N90°00'00"W, a distance of 20.00 feet; thence N00°00'00"E, a distance of 20.00 feet; thence N90°00'00"E, a distance of 20.00 feet to the Point of Beginning.

and

WHEREAS, TRANSAMERICAN is the owner of the following described real estate:

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

and

WHEREAS, Smith is willing to grant a perpetual easement for the installation and maintenance of a storm sewer inlet upon the above described property owned by Smith, but only on condition that Transamerican simultaneously agree to pay the entire costs of installation and maintenance thereof and indemnify and hold Smith harmless from the claims and demands of all persons as a result of the installation and subsequent maintenance of said storm sewer inlet upon Smith's property, and as a further result of having changed the grade or contours of Smith's property for the purpose of drainage.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the mutual benefits to each other, and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Smith does hereby grant to Transamerican a perpetual easement over and upon the above described real property owned by it for the sole purpose of installing and maintaining a storm sewer inlet and the necessary grading in connection therewith in and upon said above described real property for the purpose of carrying surface waters off the property owned by Smith and Transamerican and in accordance with the plans and specifications submitted to Smith by Transamerican.

2. Said drainage way shall be installed and subsequently maintained at the sole cost and expense of Transamerican in a manner which will not interfere with the use of said property by Smith as a parking area for motor vehicles.

3. Transamerican does by these presents agree to indemnify and hold Smith harmless from the claims and demands of all persons for damage of any kind or character resulting from or arising out of the changes in said property owned by Smith as a result of installation of said storm sewer inlet by Transamerican or the installation and maintenance of said storm sewer inlet itself, including specifically, but not limited to the claims and demands of any owner or lessee of any property abutting that of Smith or Transamerican.

4. This easement and hold harmless agreement shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 12 day of August, 1969.

H. P. SMITH MOTORS, INC.
By: [Signature] President
Attest: [Signature] Secretary

TRANSAMERICAN INVESTMENT PROPERTIES, INC.
By: [Signature] President
Attest: [Signature] Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of August, 1969, before me, the undersigned a Notary Public duly commissioned and qualified for in said County, personally came Roy A. Smith, President, and H. P. Smith, Secretary of H. P. SMITH MOTORS, INC., to me personally known to be the President and the Secretary and the identical persons whose names are affixed to the foregoing Hold Harmless Agreement and Perpetual Easement, and acknowledged the execution thereof to be their voluntary act and deed and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

[Signature]
Notary Public

My Commission expires 11-3-71.

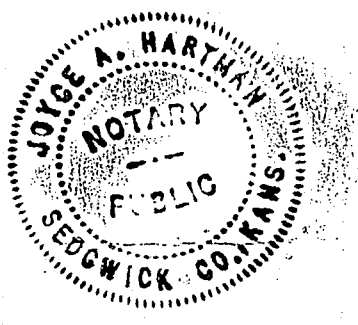
STATE OF Kansas)
COUNTY OF Sedgwick) ss.

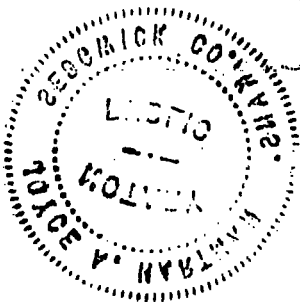
On this 4th day of August, 1969, before me, the undersigned a Notary Public duly commissioned and qualified for in said County, personally came Daniel H. Gull, President, and Robert E. Kuyper, Secretary of TRANSAMERICAN INVESTMENT PROPERTIES, INC., to me personally known to be the President and the Secretary and the identical persons whose names are affixed to the foregoing Hold Harmless Agreement and Perpetual Easement, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Joyce A. Hartman
Notary Public

JOYCE A. HARTMAN, Notary Public
My Commission expires My Commission Expires Sept 30, 1972





HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1969 OCT 13 AM 10 52

RECEIVED
[Signature]

4

THE STATE OF NEBRASKA } ss.
Douglas County }

Entered in Numerical Index and Filed
for Record in the office of the Register of
Deeds of said County and recorded in

Book 481 of Mass
Page 623

C. Harold Ostler
Register of Deeds

By _____ Deputy

Robert J. Neude
4402 2072-611
G.P.N.P.S.

Domestic 6-14-13 Fee 5.50

68124