



MISC 2004132633



OCT 07 2004 14:37 P 13

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
10/7/2004 14:37:22.75



2004132633

EASEMENT AGREEMENT

THIS AGREEMENT is made effective as of October 5, 2004 by and between OLSEN DODGE, INC. ("Dodge") and STAN OLSEN PONTIAC GMC-TRUCKS, INC., successor in interest to STAN OLSEN PONTIAC, INC. ("Pontiac").

WITNESSETH:

WHEREAS, Dodge is the owner of that certain parcel of property described in Exhibit A attached hereto and incorporated by reference herein (the "Dodge Property");

WHEREAS, Pontiac is the owner of that certain parcel of property described in Exhibit B attached hereto and incorporated by reference herein (the "Pontiac Property"); and

WHEREAS, Dodge and Pontiac desire to enter into this Agreement to establish certain cross-easements as between the Dodge Property and the Pontiac Property, as described herein and as shown on the Site Plan (the "Site Plan") of the Dodge Property and the Pontiac Property attached hereto as Exhibit C.

NOW, THEREFORE, the parties hereto agree as follows:

1. Easement to Dodge. Pontiac hereby grants to Dodge for the benefit of Dodge, its successors and assigns, and for the benefit of the Dodge Property, as an easement appurtenant to the Dodge Property, the permanent right in common with Pontiac for ingress and egress by vehicles and pedestrian traffic over and across the driveway (the "Driveway") located on the Pontiac Property at the location identified as the "Proposed Ingress and Egress Easement" on the Site Plan. The location of the easement relating to the Driveway is further shown on that drawing attached hereto as Exhibit D and legally described on Exhibit D-1 attached hereto and incorporated by reference herein. Neither Dodge nor Pontiac shall park any vehicles or leave anything on the Driveway or make any use of or conduct any activity on the Driveway which would interfere with Dodge's right to ingress or egress over the Driveway; provided, however, the parties hereto and their customers may park vehicles at designated parking stalls along the Driveway so long as said customers do not impede any vehicular traffic on the Driveway. Pontiac also grants to Dodge for the benefit of Dodge, its successors and assigns, and for the benefit of the Dodge Property, as an easement appurtenant to the Dodge Property, the permanent, exclusive right to use, maintain and repair the car display patio (the "Patio") located partially on

When recorded, return to:
Robert Dailey
Suite 3700, 1601 Dodge Street
Omaha, NE 68102

Box 35

misc 9
FEE 65.50 FB 01-60000
BKP 16-15-12 24 COMP
DEL SCAN FV

the Pontiac Property at the location shown as the Proposed Car Display Easement on the Site Plan. The location of the easement relating to the Patio is further shown and legally described on that drawing attached hereto as Exhibit E attached hereto and incorporated by reference herein.

2. Easement to Pontiac. Dodge hereby grants to Pontiac for the benefit of Pontiac, its successors and assigns, and for the benefit of the Pontiac Property, as an easement appurtenant to the Pontiac Property, the permanent right in common with Dodge to allow water (including but not limited to rain, snowmelt, carwash or lawn sprinkler runoff), including water originating outside the Pontiac Property, to flow over and across those portions of the Dodge Property identified as the Proposed Storm Sewer and Drainage Easement on the Site Plan ("Spillway") and to allow water to drain into the inlet located on the Dodge Property at the location shown on the Site Plan as the 8' x 8' Area Inlet (the "Inlet"). The location of the easement relating to the Spillway and Inlet is further shown on that drawing attached hereto as Exhibit F and legally described on Exhibit F-1 attached hereto and incorporated by reference herein. Neither Pontiac nor Dodge shall make any use of or conduct any activity in or on the Dodge Property, the Spillway or the Inlet which would interfere with the flow of water across the Spillway and into the Inlet. Dodge shall have the right at any time to relocate the Spillway and Inlet to another location within the Dodge Property and to confine the easement area to such relocated spillway and storm water inlet so long as such relocation does not materially inhibit the flow of water runoff from the Pontiac Property as currently provided by the Spillway easement.

3. Maintenance of Easement Areas. Pontiac shall, at its own cost and expense, maintain the Driveway in good order and condition, subject to ordinary wear and tear. Dodge shall, at its own cost and expense, maintain the Storm Water Inlet in good order and condition, subject to ordinary wear and tear.

4. Indemnities.

(a) Indemnity by Dodge. Dodge will indemnify, defend and hold harmless Pontiac, and its officers, directors, shareholders, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that Pontiac, or its officers, directors, shareholders, employees, contractors or agents, may suffer or incur as a result of any claims pertaining to any bodily injury, sickness, disease, death or property damage allegedly arising out or in any manner connected with Dodge's use of the easement granted to Dodge under Section 1 above when such bodily injury, sickness, disease, death or property damage is allegedly caused by the negligence or willful misconduct of Dodge, or of its beneficiaries, employees, agents, contractors, subcontractors, invitees, customers or consultants.

(b) Indemnity by Pontiac. Pontiac will indemnify, defend and hold harmless Dodge, and its officers, directors, shareholders, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that Dodge, or its officers, directors, shareholders, employees, contractors or agents, may suffer or incur as a result of any claims pertaining to any bodily injury, sickness, disease, death or property damage allegedly arising out or in any manner connected with Pontiac's use of the easement granted to Pontiac under Section 2 above when such bodily injury, sickness, disease,

death or property damage is allegedly caused by the negligence or willful misconduct of Pontiac, or its beneficiaries, employees, agents, contractors, subcontractors, invitees, customers or consultants.

5. Default; Remedies. In the event of a default by either of the parties hereto of any of its obligations under this Agreement, then the non-defaulting party may give written notice thereof to the defaulting party. Thereafter, in the event that such default continues for 5 days after the delivery of such written notice, then (a) the non-defaulting party will have any and all remedies available to it under this Agreement and otherwise at law or in equity; and (b) the non-defaulting party may take such reasonable steps as it deems appropriate to cure such default (including, without limitation, taking the required action on behalf of the defaulting party) and thereafter recover the cost of such cure from the defaulting party. In the event of a default or breach of the provisions of this Agreement, the non-defaulting party will be entitled to recover from the defaulting party reasonable costs and attorneys' fees incurred by the non-defaulting party as a result of such default or breach. The parties hereto, and their respective successors and assigns, may enforce their respective rights hereunder by means of the filing and foreclosing of a lien therefore with respect to the Pontiac Property or the Dodge Property, as the case may be.

6. Injunctive Relief. In the event of any violation or threatened violation by either party hereto of its obligations hereunder, the other party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. This right of injunction shall be in addition to all of the remedies available by statute, at law and in equity.

7. Run With the Land. The easements hereby reserved and granted and the covenants and agreements contained herein shall be perpetual and shall be deemed appurtenant to and running with the land, inuring to the benefit of, and binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all such current and future owners of the Dodge Property and the Pontiac Property. Nothing contained herein shall be deemed to have granted or dedicated a public right-of-way for any general or specific use of any of the easements granted hereunder by the public at large.

8. Miscellaneous.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

(b) Entire Agreement. This Agreement, together with the Exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supercedes any prior oral or written agreements between the parties in regard thereto. There are no verbal agreements which can or will modify this Agreement, and no amendment or waiver of any of its terms will be effective unless in a writing executed by the parties.

(c) Governing Law. This Agreement will be construed and enforceable in accordance with the laws of the State of Nebraska, without application of its choice of law rules.

(d) Time of the Essence. Time is of the essence of this Agreement.

(c) Previous Easement. This Agreement shall supersede the previous easement agreement (the "Previous Easement") made by the parties hereto, dated July 27, 2004, and recorded July 27, 2004 at Document Number 2004099446, which Previous Easement shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OLSEN DODGE, INC.

STAN OLSEN PONTIAC GMC-TRUCKS, INC.

By: _____
Title: _____

Russell Olsen
Pres.

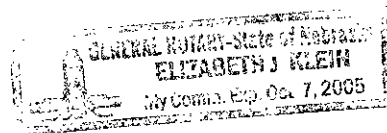
By: _____
Title: _____

Stanley Olsen
Pres.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 6 day of October, 2004, before me a Notary Public in and for said county and state, personally appeared Ronald Olsen, known to me to be the identical person who subscribed his/her name to the foregoing as President of OLSEN DODGE, INC., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.

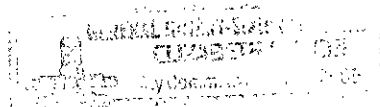
Elizabeth J. Klein
Notary Public



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 6 day of October, 2004, before me a Notary Public in and for said county and state, personally appeared Stanley Olsen, known to me to be the identical person who subscribed his/her name to the foregoing as President of STAN OLSEN PONTIAC GMC-TRUCKS, INC., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.

Elizabeth J. Klein
Notary Public



**NOTARIAL SEAL
REGISTER OF DEEDS**

EXHIBIT A

Legal Description

That part of the East 1/2 of the Southwest 1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the NE corner of the SW 1/4 of said Section 16; thence due South, along the East line of said Southwest 1/4 1433.93 feet to a point; thence due West for a distance of 83.20 feet to the point of beginning; thence due West 779.80 feet to a point on the Easterly right-of-way line of Interstate Highway I-680; thence 201.46 feet Northwesterly, along said right-of-way line, which is the arc of a circular curve to the right having a radius of 1025.92 feet and a chord, the length and bearing of which are 201.14 feet and N. 19° 18' 30" West, respectively to a point; thence North 5° 39' 19" West, continuing along said right-of-way line, 444.59 feet to a point; thence North 1° 32' 34" West, continuing along said right-of-way line, 212.53 feet to a point; thence North 89° 50' 14" East for a distance of 806.54 feet to a point; thence due South for a distance of 61.25 feet to a point of curvature; thence 159.28 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 262.50 feet and a chord, the length and bearing of which are 156.85 feet and South 17° 23' 26" East, respectively, to a point of reverse curve; thence 144.13 feet along the arc of a circular curve to the right which is tangent to the last described curve and which has a radius of 237.50 feet and a chord, the length and bearing of which are 141.93 feet and South 17° 23' 26" East respectively to a point of tangency; thence due South, along a line parallel to and 83.20 feet distant West from the East line of said Southwest 1/4, 500.63 feet to the point of beginning.

LESS AND EXCEPT:

- (a) the South 282 feet, measured due North and South of the above-described property; and
- (b) the North 282 feet of the South 564 feet, measured due North and South, of the above-described property.

EXHIBIT B

Legal Description

The North 282 feet of the South 564 feet, measured due North and South, of the following described parcel:

That part of the East 1/2 of the Southwest 1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the NE corner of the SW 1/4 of said Section 16; thence due South, along the East line of said Southwest 1/4 1433.93 feet to a point; thence due West for a distance of 83.20 feet to the point of beginning; thence due West 779.80 feet to a point on the Easterly right-of-way line of Interstate Highway I-680; thence 201.46 feet Northwesterly, along said right-of-way line, which is the arc of a circular curve to the right having a radius of 1025.92 feet and a chord, the length and bearing of which are 201.14 feet and N. 19° 18' 30" West, respectively to a point; thence North 5° 39' 19" West, continuing along said right-of-way line, 444.59 feet to a point; thence North 1° 32' 34" West, continuing along said right-of-way line, 212.53 feet to a point; thence North 89° 50' 14" East for a distance of 806.54 feet to a point; thence due South for a distance of 61.25 feet to a point of curvature; thence 159.28 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 262.50 feet and a chord, the length and bearing of which are 156.85 feet and South 17° 23' 26" East, respectively, to a point of reverse curve; thence 144.13 feet along the arc of a circular curve to the right which is tangent to the last described curve and which has a radius of 237.50 feet and a chord, the length and bearing of which are 141.93 feet and South 17° 23' 26" East respectively to a point of tangency; thence due South, along a line parallel to and 83.20 feet distant West from the East line of said Southwest 1/4, 500.63 feet to the point of beginning.

EXHIBIT D

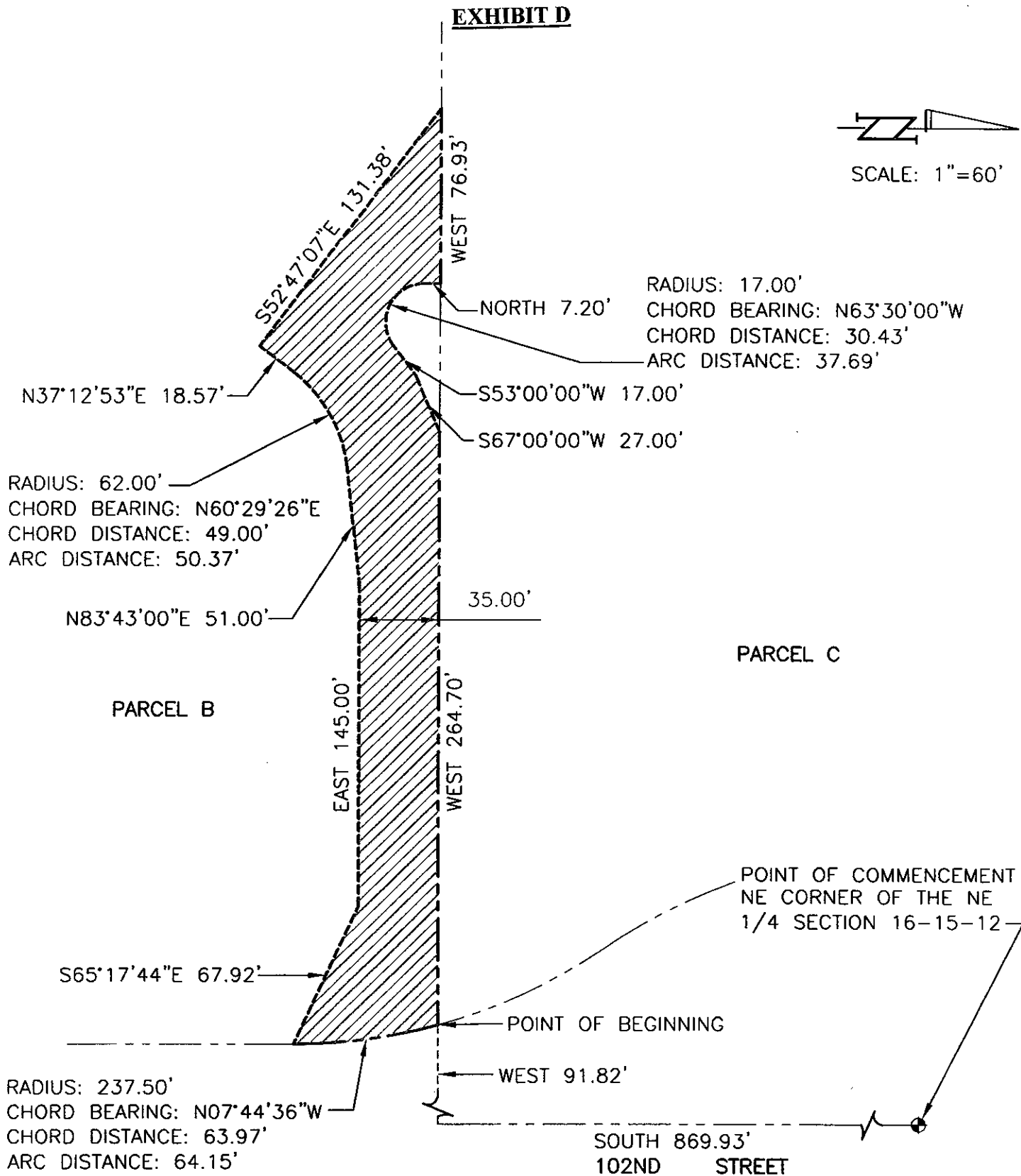
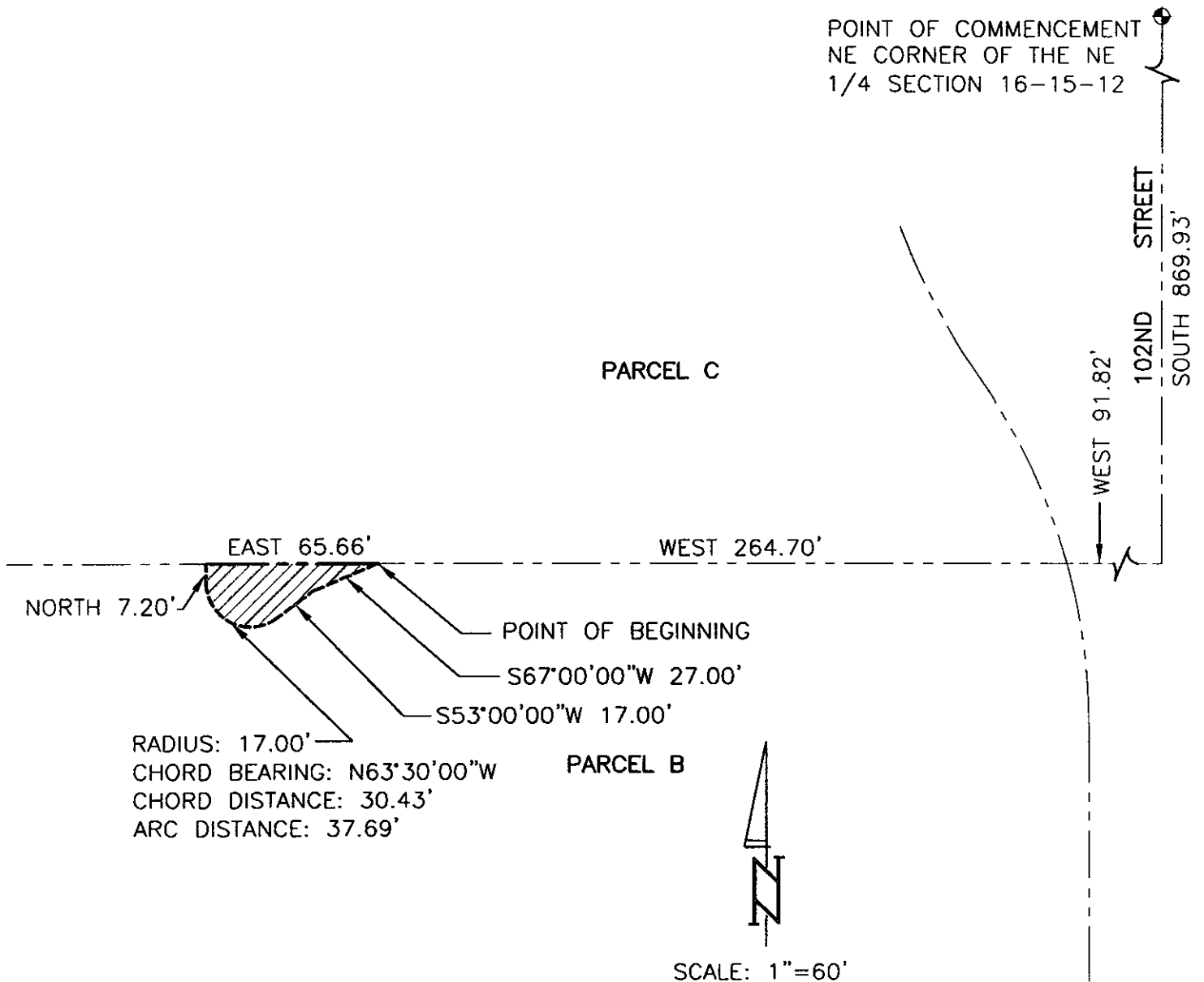


EXHIBIT D-1

LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE 1/4; THENCE SOUTH (ASSUMED BEARING) 869.93 FEET ON THE EAST LINE OF SAID NE 1/4; THENCE WEST 91.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND REFERRED TO AS "PARCEL B" IN A "WARRANTY DEED" RECORDED IN BOOK 1154 AT PAGE 33 OF THE DOUGLAS COUNTY RECORDS, SAID CORNER BEING ON THE WEST LINE OF 102ND STREET; THENCE CONTINUING WEST 264.70 FEET ON THE NORTH LINE OF SAID "PARCEL B;" THENCE S67°00'00"W 27.00 FEET; THENCE S53°00'00"W 17.00 FEET; THENCE NORTHWESTERLY ON A 17.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N63°30'00"W, CHORD DISTANCE 30.43 FEET, AN ARC DISTANCE OF 37.69 FEET; THENCE NORTH 7.20 FEET TO THE NORTH LINE OF SAID "PARCEL B;" THENCE WEST 76.93 FEET ON THE NORTH LINE OF SAID "PARCEL B"; THENCE S52°47'07"E 131.38 FEET; THENCE N37°12'53"E 18.57 FEET; THENCE NORTHEASTERLY ON A 62.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N60°29'26"E, CHORD DISTANCE 49.00 FEET, AN ARC DISTANCE OF 50.37 FEET; THENCE N83°46'00"E 51.00 FEET TO A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF SAID "PARCEL B;" THENCE EAST 145.00 FEET ON A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID "PARCEL B;" THENCE S65°17'44"E 67.92 FEET TO THE EAST LINE OF SAID "PARCEL B;" THENCE NORTHWESTERLY ON THE EAST LINE OF SAID "PARCEL B" AND ON THE WEST LINE OF 102ND STREET ON A 237.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N07°44'36"W, CHORD DISTANCE 63.97 FEET, AN ARC DISTANCE OF 64.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT E



LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE 1/4; THENCE SOUTH (ASSUMED BEARING) 869.93 FEET ON THE EAST LINE OF SAID NE 1/4; THENCE WEST 91.82 FEET TO THE NE CORNER OF A TRACT OF LAND REFERRED TO AS "PARCEL B" IN A "WARRANTY DEED" RECORDED IN BOOK 1154 AT PAGE 33 OF THE DOUGLAS COUNTY RECORDS, SAID CORNER ALSO BEING ON THE WEST LINE OF 102ND STREET; THENCE CONTINUING WEST 264.70 FEET ON THE NORTH LINE OF SAID "PARCEL B" TO THE POINT OF BEGINNING; THENCE S67°00'00"W 27.00 FEET; THENCE S53°00'00"W 17.00 FEET; THENCE NORTHWESTERLY ON A 17.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N63°30'00"W, CHORD DISTANCE 30.43 FEET, AN ARC DISTANCE OF 37.69 FEET; THENCE NORTH 7.20 FEET TO THE NORTH LINE OF SAID "PARCEL B;" THENCE EAST 65.66 FEET ON THE NORTH LINE OF SAID "PARCEL B" TO THE POINT OF BEGINNING.

MCCRATH, NORTH, MULLIN AND KRATZ, P.C. TD2 FILE NO.: 200-324-171 EXHCX DATE: SEPT. 21, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT F

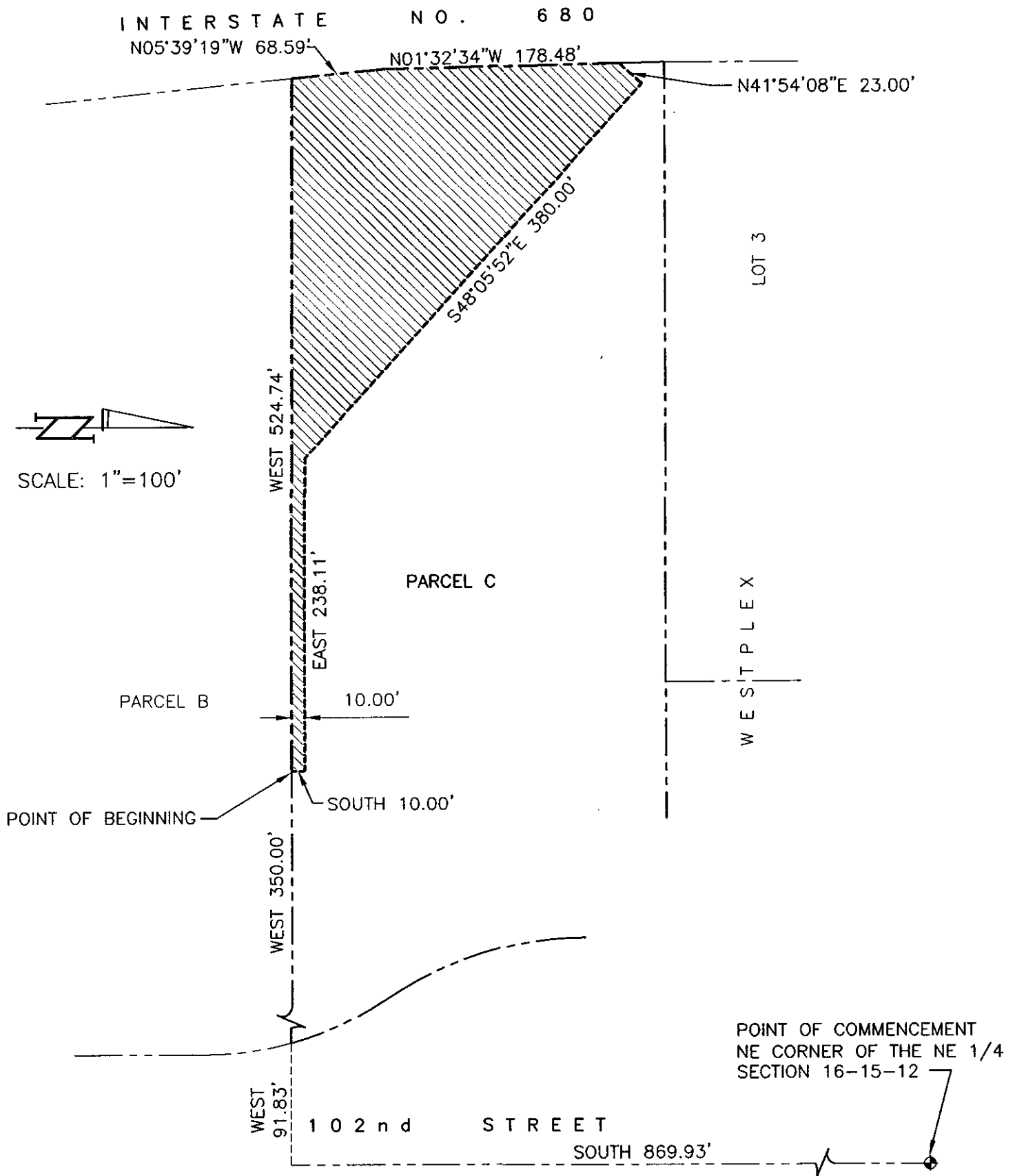


EXHIBIT F-1

LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE 1/4;

THENCE SOUTH (ASSUMED BEARING) 869.93 FEET ON THE EAST LINE OF SAID NE 1/4;

THENCE WEST 91.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SE CORNER OF A TRACT OF LAND REFERRED TO AS "PARCEL C" IN A "WARRANTY DEED" RECORDED IN BOOK 1454 AT PAGE 33 OF THE DOUGLAS COUNTY RECORDS, SAID CORNER BEING ON THE WEST LINE OF 102ND STREET;

THENCE CONTINUING WEST 350.00 FEET ON THE SOUTH LINE OF SAID "PARCEL C" TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST 524.74 FEET ON THE SOUTH LINE OF SAID "PARCEL C" TO THE SW CORNER THEREOF;

THENCE N05°39'19"W 68.59 FEET ON THE WEST LINE OF SAID "PARCEL C;"

THENCE N01°32'34"W 178.48 FEET ON THE WEST LINE OF SAID "PARCEL C;"

THENCE N41°54'08"E 23.00 FEET;

THENCE S48°05'52"E 380.00 FEET TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF SAID "PARCEL C;"

THENCE EAST 238.11 FEET ON A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL "C;"

THENCE SOUTH 10.00 FEET TO THE POINT OF BEGINNING.