

EASEMENT

AGREEMENT, dated ^{June} ~~May~~ 21, 1985, by and between William H. Harvey, Jr. ("Harvey") and Tom L. Piper and Iver Piper (collectively referred to herein as "Piper").

RECITALS:

This agreement is made with reference to the following facts and circumstances:

- (a) Harvey is the owner of certain real property located in Douglas County, Nebraska as legally described in Exhibit "A" attached hereto and incorporated by reference herein and hereinafter referred to as Parcel A.
- (b) Concurrent with the execution of this easement Harvey transferred to Piper certain real estate located in Douglas County, Nebraska, which is contiguous to Parcel A and is legally described in Exhibit B attached hereto and incorporated by reference herein and hereinafter referred to as Parcel B.
- (c) In consideration for the transfer of Parcel B by Harvey to Piper and other good and valuable consideration, the receipt of which is hereby acknowledged, Piper hereby agrees to grant to Harvey an easement over a portion of Parcel B subject to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. Easement way. Piper hereby grants to Harvey a perpetual easement over the South 17 feet of the West 76.90 feet of Lot 8, Billings Subdivision, Douglas County, Nebraska and the South 17 feet of the East 12 feet of vacated 39th Street adjoining said lot on the west as described more fully in Exhibit "C" attached hereto and incorporated by reference herein (the "Easement Way") giving Harvey, and his employees, tenants, licensees and invitees, the exclusive right to maintain, repair and rebuild the building and wood dock currently located on the Easement Way and giving Harvey, and his employees, tenants, licensees and invitees, the nonexclusive right to pass and repass along the Easement Way by vehicular and pedestrian traffic.

2. Relocation of Easement. The parties agree that in the event the building, a portion of which is located on Parcel "A", is demolished or removed by Harvey, the location of the Easement Way shall be shifted 9.5 feet to the South, so that only 7.5 feet of the Easement Way will be located on Parcel "B". In the event of such demolition or removal, the parties will execute an amendment to this easement, in recordable form, setting forth the new location of the Easement Way.

3. Construction/Maintenance. Piper shall, at its own expense, asphalt the portion of the Easement Way that is not presently occupied by the building and wood dock. Prior to performing such work, Piper shall sterilize the ground that will be covered by said asphalt. The asphalt will be at least two inches thick and will be placed on top of at least two inches of crushed rock. Said work shall be performed in a good and workmanlike manner and will be completed as soon as reasonably possible after the date set forth above. Piper shall maintain the asphalt on the Easement Way in good and safe condition and repair with the paved surface of no lower quality than originally required, free of ruts, potholes, snow, ice, debris and obstruction. Piper shall not be responsible for the maintenance of the building and wood dock located on the Easement Way.

4. Access to Easement way. Harvey, and his agents, employees and contractors, shall be allowed to access the building and wood dock from Parcel B in order to perform any necessary maintenance, repairs or reconstruction thereof.

5. Covenants Running with the Land. The easements hereby granted, the restrictions hereby imposed and the agreements herein contained shall be perpetual easements, restrictions and covenants appurtenant to and running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of Parcel A and of Parcel B, or any portion of either, and all persons claiming under them.

6. No public Dedication Intended. The easements, restrictions and covenants herein granted and given are intended by the parties hereto for their private use and benefit of each respective party hereto, its employees, tenants, licensees and invitees, and shall in no way be construed as a dedication or grant of any general or specific rights in or to the public at large. The parties agree to cooperate in taking such steps as are reasonably necessary to prevent unauthorized or intended use of the Easement Way.

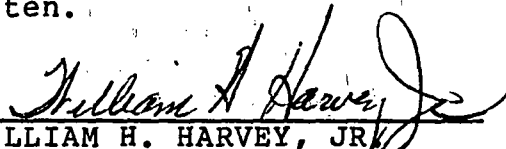
7. Liability of Successors. If either party to this agreement or their successors in interest shall sell their respective land, which is the subject of this Easement, such party shall thereupon be released from any and all further liability or obligations under this Easement, and the new owner thereof shall be deemed, by virtue of having acquired title to such land, as having assumed all covenants, restrictions, rights and obligations related to such land arising under this Easement and shall be, ipso facto, a party hereto.


8. Modification. Any alteration, change or modification of this agreement shall be effective only if it is in writing and duly executed by each of the owners of the land which is the subject of this easement.


9. Waivers. A waiver by either party hereto of any of its rights hereunder shall not be effective unless in writing and, in any event, shall not be construed as a continuing waiver as to any subsequent events, breaches of this agreement, or any other right herein contained, unless such written waiver specifically so states.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party from and against all claims of whatever nature arising from any act, omission or negligence of a party, or that party's agents or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the continuance of this Agreement in or about the easements or rights-of-way, or arising from any accident, injury or damage occurring outside the same, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of a party or its agents or employees and the use of such easements or rights-of-way.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.


WILLIAM H. HARVEY, JR.


TOM L. PIPHER


IVER PIPHER

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

This 21 day of May, 1985, before me a notary public in and for said county and state personally appeared WILLIAM H. HARVEY, JR. to me known to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

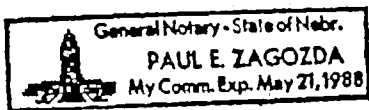


Paul E Zagolda
 NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

This 21 day of May, 1985, before me a notary public in and for said county and state personally appeared TOM L. PIPER AND IVER PIPER to me known to be the identical persons who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Paul E Zagolda
 NOTARY PUBLIC

EXHIBIT "A"

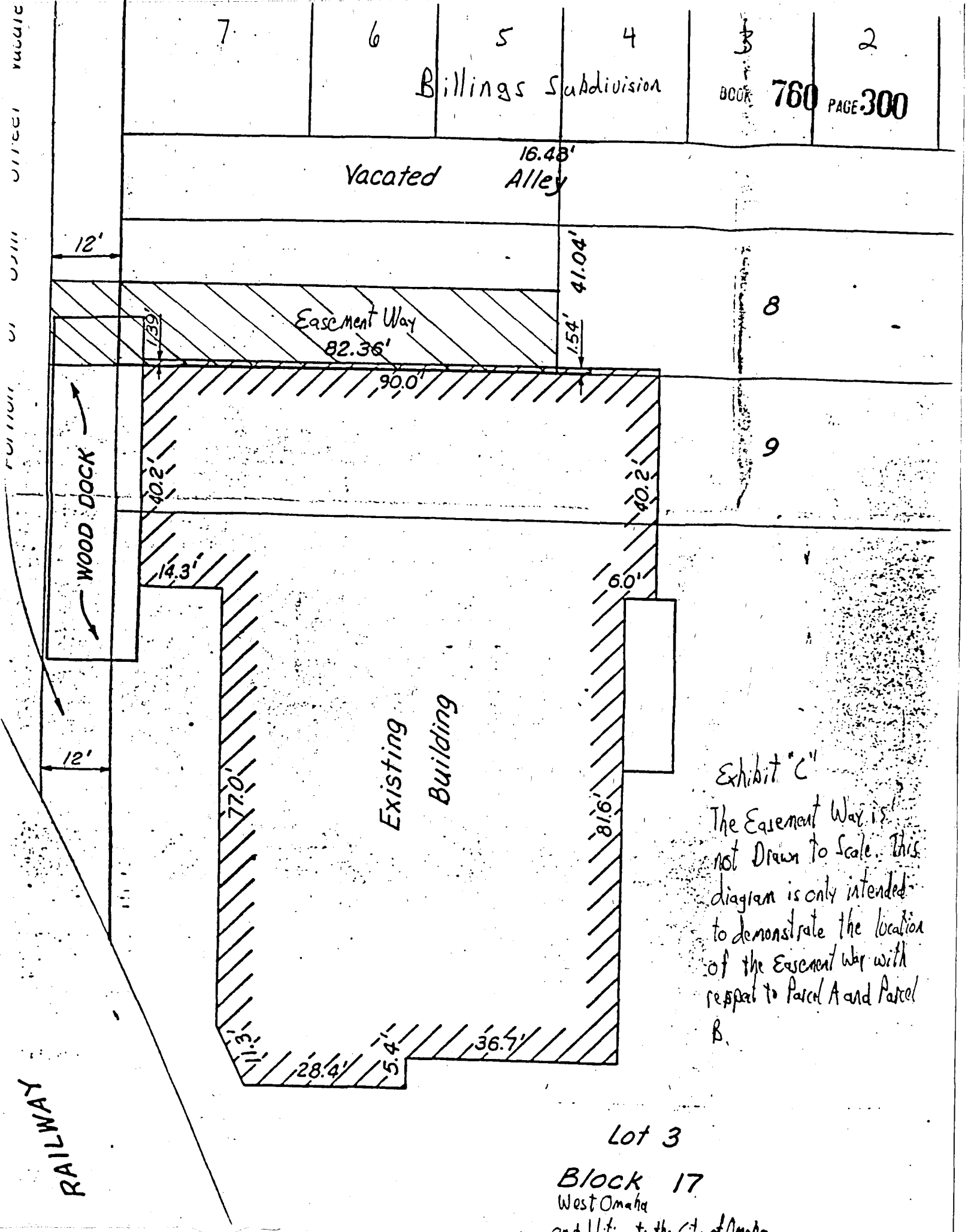
Lot 8, except for the West 76.89 feet thereof and Lot 9, Billings Subdivision, Douglas County, Nebraska; and Lot 3, Block 17, West Omaha, an addition to the City of Omaha, Douglas County, Nebraska.

EXHIBIT "B"

All of Lots 5, 6, and 7, and part of Lot 8, and the included vacated alley, all located in Billings Subdivision, and the East 12 feet of vacated 39th Street adjoining on the West, all located in the SE 1/4 of Section 20, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 5, Billings Subdivision; thence S00°32'32"E (assumed bearing) along the Easterly line of said Lot 5, Billings Subdivision, and the Southerly extension thereof, a distance of 161.24 feet to a point on the South line of said Lot 8, Billings Subdivision; thence S89°53'47"W, along said South line of Lot 8, Billings Subdivision, and the Westerly extension thereof, a distance of 88.89 feet to a point on the Easterly right-of-way line of 39th Street; thence N00°35'41"W, along said Easterly right-of-way line of 39th Street, a distance of 161.24 feet to the Point of Intersection of said Easterly right-of-way line of 39th Street and the Southerly right-of-way line of Leavenworth Street; thence N89°53'47"E, along said Southerly right-of-way line of Leavenworth Street, a distance of 89.04 feet to the Point of Beginning.

Said tract of land contains an area of 0.329 acres, more or less.



10434 Misc
 RECEIVED
 1985 DEC 16 PM 3:43
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 NEBRASKA COUNTY, NEBR.

Book 760
 Page 294
 of Missouri
 Fee 38.00
 Del V/C
 Index 112
 Compd 114
 N 15-74-75
53A-146 FP
 Compd RP
 MC 21
 15-73 ✓
 (53) 53A