

97-18085

FILED SARPY CO. NE.

INSTRUMENT NUMBER

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EASEMENT AGREEMENT

EASEMENT AGREEMENT made and entered into this 31st day of December, 1996, by and between SAC Federal Credit Union, a Federally Chartered Credit Union having its principle place of business at 11515 South 39th Street, Bellevue, Nebraska, herein called the "SELLER" and Thanksgiving Lutheran Church, a non-profit entity with its principle place of business located at Highway 370 and 36th Street, Bellevue, Nebraska, herein called the "PURCHASER".

WHEREAS, Purchaser did buy from Seller and Seller did sell to Purchaser certain real property described on Exhibit "A" attached hereto and, by this reference, incorporated herein, herein referred to as the "PROPERTY"; and

WHEREAS, Seller intends to retain, subject to the restrictions set forth herein, the right to use the parking lot located on that portion of the Property described on Exhibit "B" attached hereto and, by this reference, incorporated herein, herein referred to as the "PARKING LOT"; and

WHEREAS, Purchaser agrees to Seller's retention of the right to use the Parking Lot and has agreed to grant and convey to Seller, subject to the restrictions set forth herein, an easement over to and across the Parking Lot.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purchaser hereby grants, conveys and transfers to Seller, subject to the restrictions set forth herein, an easement over, across and to the Parking Lot for the purpose of using said parking lot for Seller's employees, members, guests and invitees.
2. The easement granted herein by Purchaser to Seller shall be subject to the following restrictions:
 - A. Seller's use of the Parking Lot shall be restricted to use during business days and during Seller's normal business hours.
 - B. Any use of the Parking Lot by the Seller shall not interfere with or in any manner limit the use of the Parking Lot by Purchaser during non-business hours.
 - C. Seller shall maintain liability insurance with regard to its use of the Parking Lot in an amount of not less than \$1,000,000.00 and shall name Purchaser as an additional insured party with respect to such insurance coverage. A copy of such insurance policy shall, upon request, be furnished to Purchaser.

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D. Seller shall, as additional consideration for its use of the Parking Lot, remove snow from the Parking Lot in the same manner and at the same time as Seller removes snow from its separately owned parking areas.

E. Seller shall, as additional consideration for its use of the Parking Lot, contribute the sum of \$600.00 per year for maintenance of the Parking Lot. Funds received by Purchaser from Seller for this purpose shall be used exclusively for the maintenance and/or re-construction of the Parking Lot and no other purpose. The first such payment shall be due on the first day of the twelfth month after the closing of the sale of the Property by Seller to Purchaser and shall continue on the same day of each year thereafter until such time as Seller shall, pursuant to the terms of this Easement convey, assign and transfer this easement to Purchaser or its successors in interest.

F. In the event that Purchaser shall construct additional parking facilities upon the Property, Seller shall have the right but not the obligation, to acquire similar easements upon such additional parking facilities on the same terms and conditions set forth herein.

G. The easement granted herein by Purchaser to Seller shall be personal to Seller and shall not run with or be deemed to have attached to other real estate owned by Seller. Seller shall, upon the sale by Seller of adjoining real estate upon which Seller's current place of business is located, convey, assign and transfer the easement herein granted back to Purchaser or Purchaser's successors in interest with regard to the Property.

3. Purchaser may, during the period of this easement, desire to change the shape of or perhaps change the location of the Parking Lot. Any such change shall be subject to approval by Seller and Seller's approval shall be not be unreasonably withheld and should be given if the following conditions are met:

A. The total number of square feet of parking space upon such re-location or change in design shall be equal to or greater than the number of square feet of parking space in the Parking Lot.

B. The replacement parking area or change in shape of the re-designed parking area shall be on the south side of the property being conveyed by Seller to Purchaser and shall provide access from the south side of said property.

C. Access to the replacement parking area or to the re-designed parking area shall, in the opinion of Seller, be at least as convenient or as accessible as the access now available to Seller to the Parking Lot.

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IN WITNESS WHEREOF, the parties herein have executed this Easement Agreement the day and year first above written.

Thanksgiving Lutheran Church
Purchaser

By: Harold W. Carlson
Its Congregation President

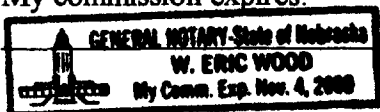
STATE OF NEBRASKA)
) ss:
COUNTY OF SARPY)

On this 31st day of December, 1996, before me, a Notary Public in and for said county, personally appeared Harold W. Carlson, to me known to be the Congregation President of the Thanksgiving Lutheran Church and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of the Thanksgiving Lutheran Church as the authorized and voluntary act and deed of said entity.

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

W. Eric Wood
Notary Public

My commission expires:



SAC Federal Credit Union, Seller

By: James A. Guretzky
Its President

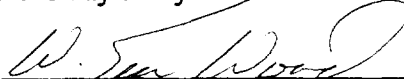
STATE OF NEBRASKA)
) ss:
COUNTY OF SARPY)

On this 31st day of December, 1996, before me, a Notary Public in and for said county, personally appeared James A. Guretzky, to me known to be the President of the SAC Federal Credit Union and who executed the foregoing instrument, and acknowledged

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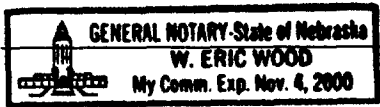
that he executed the same on behalf of the SAC Federal Credit Union as the authorized and voluntary act and deed of said entity.

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



Notary Public

My commission expires:



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EXHIBIT A
Property Purchased from Seller by Purchaser

Lots #20 and #21, 370 Square Addition, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT B
Parking Lot

Part of Lots #20, #21, #22 and #23, 370 Square Addition, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the southeast corner of said Lot 20, thence N 89°58'25" E (assumed bearing), along the south line of said Lot 21, a distance of 8.68 feet to the point of beginning; thence S 10°07'04" W, a distance of 11.12 feet; thence N 74°08'01" W a distance of 21.33 feet; thence S 15°51'59" W a distance of 6.87 feet; thence N 74°08'01" W a distance of 30.41 feet; thence N 15°51'59" E a distance of 7.08 feet; thence N 74°08'01" W a distance of 12.89 feet; thence N 08°41'37" E a distance of 139.90 feet; thence N 09°08'43" E a distance of 93.44 feet; thence S 73°52'19" E a distance of 66.97 feet; thence S 07°51'05" W a distance of 69.33 feet; thence S 10°07'04" W a distance of 152.56 feet to a point on the south line of said Lot 21 8.68 feet East to the Southeast corner of said Lot 20 and the point of beginning. Containing 15,718 square feet (0.361 acres) more or less.
