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Easement Agreement

GEORGE J. DILLON, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

This Agreement is made and entered into this 26 day of October, 1993, by and between the County of Douglas, Nebraska, ("Douglas County") and Thomas L. Egan ("Egan") (Douglas County and Egan are together referred to as "Grantor") and Enterprise Properties, Inc. ("Grantee").

WHEREAS, Douglas County is the owner and lessor and Egan is the lessee of the County of the real property described in Exhibit "A" attached hereto;

WHEREAS, Grantee is the owner of the real property described in Exhibit "B" attached hereto;

WHEREAS, the parties desire to enter into an easement agreement whereby Grantee desires to use certain property of Grantor for purposes of storage, parking, ingress and egress to Grantee's property, including, but not limited to, ingress and egress for the loading and unloading of trucks;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and sufficient consideration herein received, the parties agree as follows:

1. **Easement.** Grantor grants to Grantee and Grantee's tenants, subtenants, and their contractors, agents, invitees, and licensees, an easement over the property shown on Exhibit "C" attached hereto for the purpose of storage, parking, ingress and egress to Grantee's property, including, but not limited to, the loading and unloading of trucks and trailers at the warehouse to be constructed on Grantee's property as shown in Exhibit "C" by Grantee.

2. **Construction.** To the extent Grantee deems necessary for purposes of this easement, Grantee will cause to be constructed a parking lot within the Easement area of the same type and design as the existing parking lot on Grantor's property. Such construction shall be at the cost of Grantee or Grantee's tenant.

3. **Maintenance.** The cost of maintaining the drive and parking lot contained in the easement area described on Exhibit "C," including, but not limited to the cost of repairs and snow removal, shall be borne between Egan and Grantee in proportion to the net rentable square feet contained in the building on the property described in Exhibit "A" to the net rentable square feet contained in the building on Grantee's property described on Exhibit "B." At the time of this easement, the net rentable square feet contained in Egan's building is 48,050 and the estimated net rentable square feet in the proposed building on Grantee's property is 40,014. Therefore, Egan shall bear 54.56% and Grantee shall bear 45.44% of the maintenance expenses of the easement area. This ratio will be adjusted if the amount of net rentable square feet in either building changes.

4. **Successors and Assigns.** This Easement and the rights and obligations thereunder, shall run with the land and be binding upon the parties, their successors, and

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CASH
TYPE MISC PG 437-443 C/O VP COMP VP SCAN DP
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assigns and shall be superior to and survive the termination of the Lease between Douglas County and Egan.

County of Douglas, Nebraska

By:

[Signature]

Its Chairman of the Board of Commissioners of Douglas County, Nebraska

and By:

[Signature]

Its County Clerk of Douglas County, Nebraska

[Signature]
Thomas L. Egan

Enterprise Properties, Inc.

APPROVED AS TO FORMS

[Signature]
Deputy County Attorney

By:
Its:

[Signature]
President

STATE OF NEBRASKA)
:
COUNTY OF DOUGLAS)

SS.

The foregoing instrument was acknowledged before me this 26 day of October, 1993, by Mike Albert, Chairman of the Board of Commissioners of Douglas County, Nebraska and Thomas F. Cavanaugh, the County Clerk of Douglas County, Nebraska.

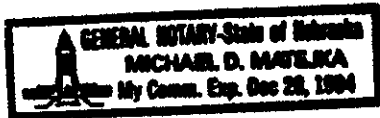


[Signature]
Notary Public

STATE OF NEBRASKA)
 :
 COUNTY OF DOUGLAS)

SS.

The foregoing instrument was acknowledged before me this 20 day of October, 1993, by Thomas L. Egan.

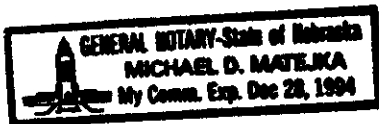


Michael D Matejka
 Notary Public

STATE OF NEBRASKA)
 :
 COUNTY OF DOUGLAS)

SS.

The foregoing instrument was acknowledged before me this 20 day of October, 1993, by Thomas L. Egan, President of Enterprise Properties, Inc., a corporation, on behalf of the corporation.



Michael D Matejka
 Notary Public

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

Consent of Mortgagee

First National Bank of Omaha, as Trustee under the Mortgage and Trust Indenture dated June 15, 1981 and recorded June 23, 1981 at Mortgage Book 2453; Page 290 of the Register of Deeds, Douglas County, Nebraska, for good and valuable consideration herein received, hereby consents to the terms of the Easement Agreement and agrees that the rights of Grantee under the Easement Agreement shall be superior to the rights of the Trustee under the Mortgage and Trust Indenture.

Dated this 20th day of OCTOBER, 1993.

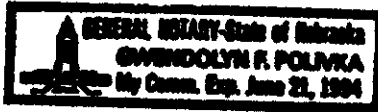
First National Bank of Omaha, Trustee

By: [Signature]
 Its: CORP TRUST ADMIN OFFICER

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

STATE OF NEBRASKA)
 : SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of OCTOBER, 1993, by JOHN E. LEWIS, CORP. TRUST ADMIN. OFFICER of First National Bank of Omaha, Trustee, a corporation, on behalf of the corporation.



Geraldine F. Polivka
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT A

Description of Real Estate:

A tract of land in the Northwest Quarter (NW $\frac{1}{4}$) of Section 3, Township 14 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska, the boundaries of which are more particularly described as follows:

Commencing at the Southeast (SE) corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 3, T14N, R12E, thence North along the East line of the NW $\frac{1}{4}$ of said Section 3 (centerline of 90th Street) 90.02 feet to a point on the extended North right-of-way line of "L" Street, thence North 88° 56' 00" West along the North right-of-way line of "L" Street 608.01 feet to the Point of Beginning, thence continuing North 88° 56' 00" West along the North right-of-way line of "L" Street 400.00 feet, thence due North 470.00 feet to a point on the South right-of-way line of "J" Street; thence South 88° 56' 00" East along the South right-of-way line of "J" Street 400.00 feet, thence due South 470.00 feet to the Point of Beginning.

SE $\frac{1}{4}$ NW $\frac{1}{4}$

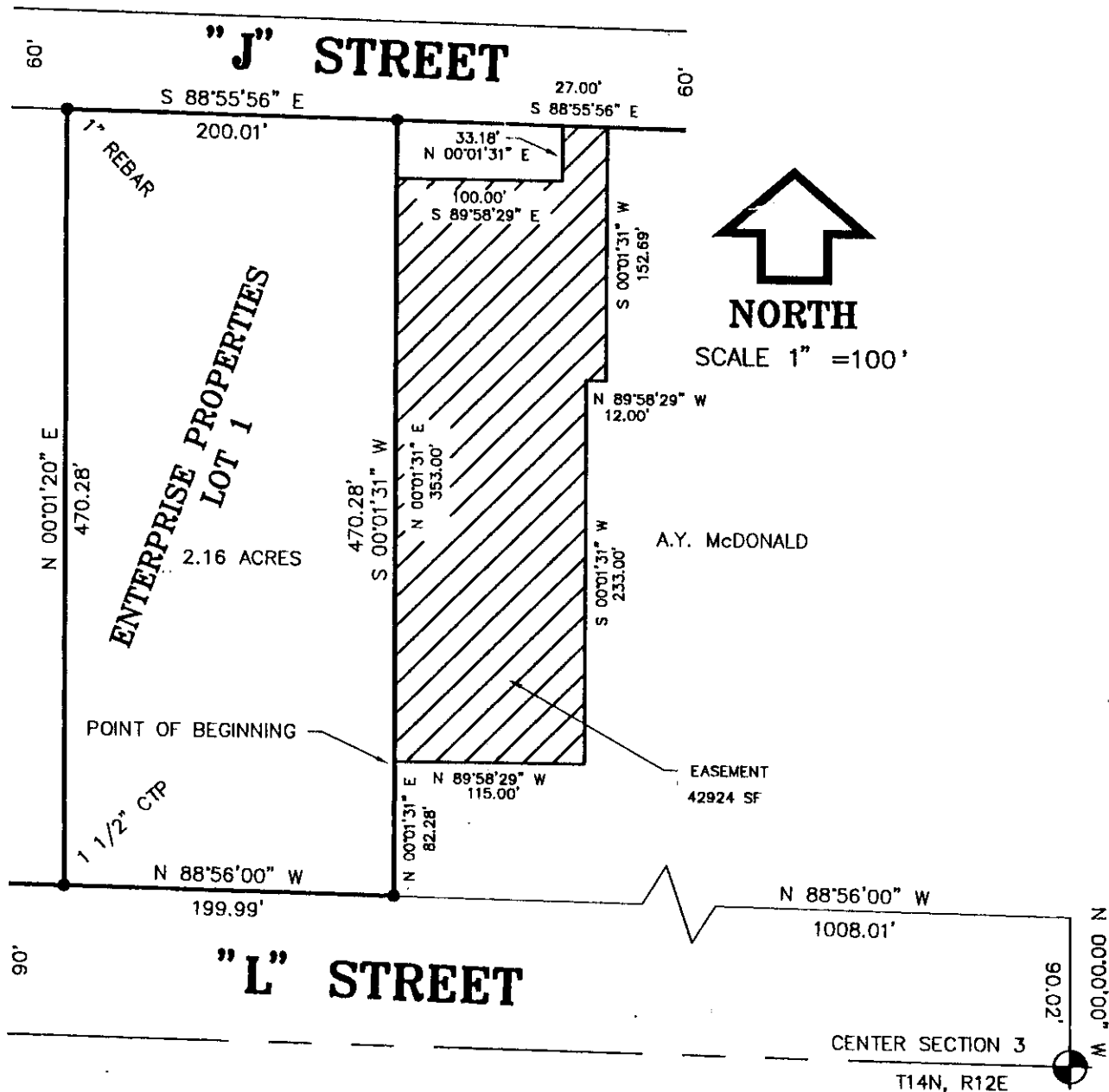
In this description, the East line of the NW $\frac{1}{4}$ of Section 3, T14N, R12E (centerline of 90th Street) is assumed to bear due North and South.

Lot 1, Enterprise Properties, Omaha, Douglas County, Nebraska more particularly described as:

A tract of land located in the Northwest Quarter (NW 1/4) of Section 3, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, the boundaries of which are described as follows:

Commencing at the center of said Section 3, which point is the intersection of the Centerlines of 90th Street and "L" Street; thence due North, along the East Line of the Northwest Quarter (NW 1/4) of said Section 3, which is also the Centerline of 90th Street, 90.02 feet to a point on the extended North right-of-way line of "L" Street; thence North $88^{\circ}56'00''$ West, along the North right-of-way line of "L" Street and that line extended 1008.01 feet to the Point of Beginning, which point is also the Southwest corner of a tract of land heretofore conveyed to the A.Y. McDonald Company; thence North $88^{\circ}56'00''$ West, continuing along the North right-of-way line of "L" Street, 199.99 feet to a point; thence North $00^{\circ}01'20''$ East for a distance of 470.28 feet to a point on the South right-of-way line of "J" Street, thence South $88^{\circ}55'56''$ East, along the South right-of-way line of "J" Street, 200.01 feet to the Northwest corner of the McDonald Tract; thence South $00^{\circ}01'31''$ West, along the West line of the McDonald Tract, 470.28 feet to the Point of Beginning.

In this description the East Line of the Northwest Quarter of Section 3-14-12 is assumed to bear due North and South.



EASEMENT DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPLE MERIDIAN, IN DOUGLAS COUNTY, NEBRASKA, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3, WHICH POINT IS THE INTERSECTION OF THE CENTER LINES OF 90th STREET AND "L" STREET; THENCE DUE NORTH, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, WHICH IS ALSO THE CENTERLINE OF 90th STREET, 90.02 FEET TO A POINT ON THE EXTENDED NORTH RIGHT-OF-WAY LINE OF "L" STREET; THENCE NORTH 88°56'00" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF "L" STREET AND THAT LINE EXTENDED 1008.01 FEET TO THE THE SOUTHWEST CORNER OF A TRACT OF LAND HERETOFORE CONVEYED TO THE A.Y. McDONALD COMPANY; THENCE NORTH 00°01'31" EAST ALONG THE WEST LINE OF SAID McDONALD TRACT 82.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, 353.00 FEET; THENCE SOUTH 89°58'29" EAST, 100.00 FEET; THENCE NORTH 00°01'31" EAST, 33.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF "J" STREET; THENCE SOUTH 88°55'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 27.00 FEET; THENCE SOUTH 00°01'31" WEST, 152.69 FEET; THENCE SOUTH 00°01'31" WEST, 233.00 FEET; THENCE NORTH 89°58'29" WEST, 115.00 FEET TO THE POINT OF BEGINNING. CONTAINING 42924 SF.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT I HAVE SURVEYED AND PLACED PERMANENT MARKERS AT ALL CORNERS OF ALL LOTS BEING SURVEYED.

DATE: 10/19/93

LEGEND:

- - FOUND SURVEY POINT
- - SET SURVEY POINT
- P - PLAT DISTANCE
- A - ACTUAL DISTANCE
- R - RECORDED DISTANCE
- C.T.P. - CRIMPED TOP PIPE
- O.T.P. - OPEN TOP PIPE
- I.P. - IRON PIPE

Mark E. Ehrhart



**EHRHART
GRIFFIN &
ASSOCIATES**