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C/O COMP *[initials]*

SCAN FV

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

11/7/2006 11:38:28.38



2006127646

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of October, 2006, by and between Seldin Properties, LLC, a Nebraska limited liability company, whose address is c/o Seldin Company, Montclair Professional Center, 13057 West Center Road, Omaha, Nebraska, 68144 ("**Seldin**"), and Genuine Parts Company, a Georgia corporation d/b/a NAPA, whose address is 2999 Circle 75 Parkway, Atlanta, Georgia, 30339 ("**NAPA**").

RECITALS:

A. Seldin owns certain real property located in Douglas County, Nebraska legally described on Exhibit A attached hereto (the "**Seldin Property**"), and has good and lawful right to convey it or any part thereof or interest therein.

B. As of the date of this Agreement, Seldin has conveyed to NAPA fee simple title to certain real property located in Douglas County, Nebraska, legally described on Exhibit B attached hereto (the "**NAPA Property**"). NAPA has good and lawful right to convey the NAPA Property or any part thereof or interest therein. The Seldin Property and NAPA Property are adjacent to each other.

C. NAPA and Seldin acknowledge that an adjoining parking lot curb and a parking lot light pole encroaches upon NAPA's Property as shown on Exhibit C. Seldin desires and NAPA is willing to grant Seldin an easement for continuation of both these encroachments.

D. NAPA desires to obtain a perpetual easement and construct a paved driveway and speed bump on that portion of the Seldin Property legally described on Exhibit D-1 and depicted on Exhibit D-2 (the "**NAPA Driveway Easement Area**"); and to reconstruct the dumpster enclosure, gate, and the dumpster pad therefor where designated on Exhibit D-2, and Seldin is willing to grant NAPA such rights to do so.

E. There will be situated on the NAPA Property a paved driveway located on that portion of the NAPA Property legally described on Exhibit E-1 and as depicted on Exhibit E-2 attached hereto (collectively, the "**Seldin Driveway Easement Area**"). Seldin desires to obtain a perpetual easement over the Seldin Driveway Easement Area for ingress and egress to and from the Seldin Property, and NAPA is willing to grant such an easement, upon the terms and conditions hereof.

[Handwritten mark]

[Handwritten number] 1162356

AGREEMENTS:

NOW THEREFORE, for Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, in consideration of the foregoing Recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the parties to this Agreement hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated, by reference thereto, into the body of this Agreement as though the same had been fully set forth herein.
2. **Driveway, Encroachment and Access Easements.**
 - (a) **Easement for Encroachments.** NAPA hereby irrevocably, absolutely and unconditionally grants unto Seldin an easement to allow continuation of parking lot curb and parking lot light pole that encroach onto NAPA's Property as shown on Exhibit C.
 - (b) **NAPA Driveway Easement.** Seldin hereby irrevocably, absolutely and unconditionally grants, conveys, sells and transfers unto NAPA a perpetual, non-exclusive easement for purposes of vehicular and pedestrian ingress and egress to, from and for the benefit of the NAPA Property, upon, over, across and under the NAPA Driveway Easement Area (the "**NAPA Driveway Easement**"). The NAPA Driveway Easement Area shall run with the Seldin Property and be a servitude thereon. Without limiting the generality of the foregoing, the NAPA Driveway Easement Area may be used by NAPA and its employees, agents, customers, and invitees for access to and from Grant Street by vehicular and pedestrian traffic in the ordinary course of the business conducted on the NAPA Property.
 - (c) **Seldin Driveway Easement.** NAPA hereby irrevocably, absolutely and unconditionally grants, conveys, sells and transfers unto Seldin a perpetual, non-exclusive easement for purposes of vehicular and pedestrian ingress and egress to, from and for the benefit of the Seldin Property, upon, over, across and under the Seldin Driveway Easement Area (the "**Seldin Driveway Easement**"). The Seldin Driveway Easement Area shall run with the NAPA Property and be a servitude thereon. Without limiting the generality of the foregoing, the Seldin Driveway Easement Area may be used by Seldin, its tenants and their employees, agents, customers, and invitees for access to and travel from 90th Street, to access improvements constructed on and to be constructed on the Seldin Property.
3. **Reservation of Rights.** NAPA reserves unto itself all rights of usage and full enjoyment of the Seldin Driveway Easement Area, but subject to the Seldin Driveway Easement, and the rights granted herein, and provided that it does not substantially interfere with NAPA's rights granted herein. Seldin reserves unto itself all rights of usage and full enjoyment of the NAPA Driveway Easement Area and the Seldin Property, but subject to the NAPA Driveway Easement and the rights granted herein.
4. **NAPA's Work on the Seldin Property.** NAPA agrees to: i) construct a paved concrete driveway and a speed bump on the NAPA Driveway Easement Area; ii) reconstruct the dumpster enclosure and gate; and reconstruct the dumpster pad therefor, with materials similar to existing, to the location designated on Exhibit D-2; and iii) resod any grassy areas disturbed by such construction. Seldin agrees to reimburse

NAPA for one-half of the total cost for the reconstruction of the dumpster enclosure and gate, not to exceed two thousand dollars (\$2,000.00), upon NAPA's full payment for such work and upon NAPA's providing Seldin with a final lien waiver therefor from the installer, following completion thereof. NAPA agrees to submit all construction plans for such driveway (including the speed bump) and dumpster pad, enclosure and gate to Seldin and procure its prior written approval before commencing any construction on same. All construction will be performed using good workmanship and materials, in a manner that is expeditious and minimally disruptive to the users of the Seldin Property, after procuring all required permits. Prior to commencement of construction, NAPA's contractor for such work must procure, pay for and provide Seldin with evidence of commercial general liability insurance, under which Seldin and Seldin's tenant on the Seldin Property shall be named additional insureds, in an amount not less than \$500,000 per occurrence with a \$1,000,000 excess liability umbrella. NAPA shall require its contractors to carry workers compensation insurance as required by law. After completion of construction, NAPA will have the work inspected or reinspected by the City of Omaha, as necessary. NAPA will pay for all such work at or prior to completion and will immediately procure the release of the Seldin Property from any liens filed for such work, regardless of whether said liens are valid or not. Copies of permits and Lien Waivers equal to the total cost of construction on the Seldin Property will be submitted to Seldin at the times and in the form and manner required by Seldin. NAPA will indemnify Seldin against any loss, liability or damage resulting from any construction work performed by the NAPA and will not permit any mechanic's liens to attach to or affect the Seldin Property.

5. **Repairs Related to Easements.** Seldin shall promptly repair any damage caused by its exercise of its rights to the Seldin Driveway Easement Area hereunder, including without limitation the restoration of all surface areas substantially to their condition immediately prior to the exercise of such rights, normal wear and tear excluded. NAPA shall promptly repair any damage caused by its exercise of its rights to the NAPA Driveway Easement Area hereunder, including without limitation the restoration of all surface areas substantially to their condition immediately prior to the exercise of such rights, normal wear and tear excluded.

6. **Maintenance of Easement Areas.** NAPA shall perform any necessary maintenance, repairs, and replacements of the Seldin Driveway Easement Area, including without limitation snow removal, resurfacing and restriping, as applicable, and shall keep such areas in a clean safe and useable condition.

Seldin shall perform any necessary maintenance, repairs and replacements of the NAPA Driveway Easement Area, including without limitation snow removal, resurfacing and restriping, as applicable, and shall keep such areas in a clean safe and useable condition.

If either party shall default in the performance of any of its obligations under this Section, the non-defaulting party may, at its option, upon thirty (30) days' written notice to the other party, and without obligation to the other party, perform such obligation and incur necessary incidental costs and expenses in connection therewith. The foregoing thirty (30) day period may be reduced to ten (10) days in the event of an emergency. The non-defaulting party may not perform such obligation if the defaulting party has commenced and is diligently pursuing performance. The defaulting party shall pay the performing party all expenses, costs and losses incurred in connection with the cure of such default, immediately upon presentation of a statement by the performing party, together with any attorneys' fees and expenses incurred by the performing party to enforce its rights under this Agreement.

7. **Indemnification.** Seldin agrees to indemnify, defend and hold NAPA harmless against and from all expenses, losses, or liabilities (including reasonable attorneys' fees and other costs and expenses of defense of claims) claimed, paid, suffered, or incurred as a result of its use of the NAPA Property in connection with its rights hereunder. NAPA agrees to indemnify, defend and hold Seldin harmless against and from all expenses, losses, or liabilities (including reasonable attorneys' fees and other costs and expenses of defense of claims) claimed, paid, suffered, or incurred as a result of its use of the Seldin Property in connection with its rights hereunder.

8. **Notices.** All notices required or permitted by this Agreement shall be deemed to be duly given if sent by registered or certified mail, return receipt requested and addressed:

If to NAPA: Genuine Parts Company
2999 Circle 75 Parkway
Atlanta, GA 30339

If to Seldin: c/o Seldin Company
Montclair Professional Center
13057 W. Center Road
Omaha, NE 68144

or to such other address as shall, from time to time, be supplied in writing by the party in question to all other parties hereto.

9. **Severability.** If any portion of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

10. **Successors; Interpretation; Governing Law.** The Seldin Driveway Easement and this Agreement shall inure to the benefit of Seldin, its successors and assigns, and their respective employees, guests, tenants, invitees, agents and licensees and shall bind NAPA and its successors and assigns. The NAPA Driveway Easement and this Agreement shall inure to the benefit of NAPA, its successors and assigns, and their respective employees, guests, tenants, invitees, agents and licensees, and shall bind Seldin and its successors and assigns. This Agreement shall be governed and construed under the laws of the State of Nebraska.

11. **Counterparts.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

"Seldin"

Seldin Properties, LLC,
A Nebraska limited liability company
By: Seldin Management, Inc., Manager

By: *Randall R. Lenhoff*
Randall R. Lenhoff
President

"NAPA"

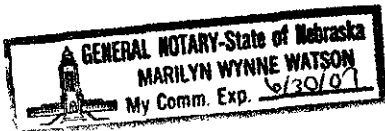
Genuine Parts Company, a Georgia corporation
d/b/a NAPA

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Oct. 20, 2006 by
Randall R. Lenhoff as President of Seldin Management, Inc., Manager of Seldin
Properties, LLC, a Nebraska limited liability company, on behalf of the limited liability
company.



Marilyn Wynne Watson
Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by
_____ as _____ of Genuine Parts
Company, a Georgia corporation d/b/a NAPA, on behalf of the corporation.

Notary Public

“Seldin”

Seldin Properties, LLC,
A Nebraska limited liability company
By: Seldin Management, Inc., Manager

By: _____
Randall R. Lenhoff
President

“NAPA”

Genuine Parts Company, a Georgia corporation
d/b/a NAPA

By: Scott Adams
Its: SENIOR VICE PRESIDENT

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 20____ by
Randall R. Lenhoff as President of Seldin Management, Inc., Manager of Seldin
Properties, LLC, a Nebraska limited liability company, on behalf of the limited liability
company.

Notary Public

STATE OF GEORGIA)
)ss.
COUNTY OF COBB)

This instrument was acknowledged before me on October 23, 2006 by
SCOTT C. SMITH as SENIOR VICE PRESIDENT of Genuine Parts
Company, a Georgia corporation d/b/a NAPA, on behalf of the corporation.

Eileen Rodriguez
Notary Public

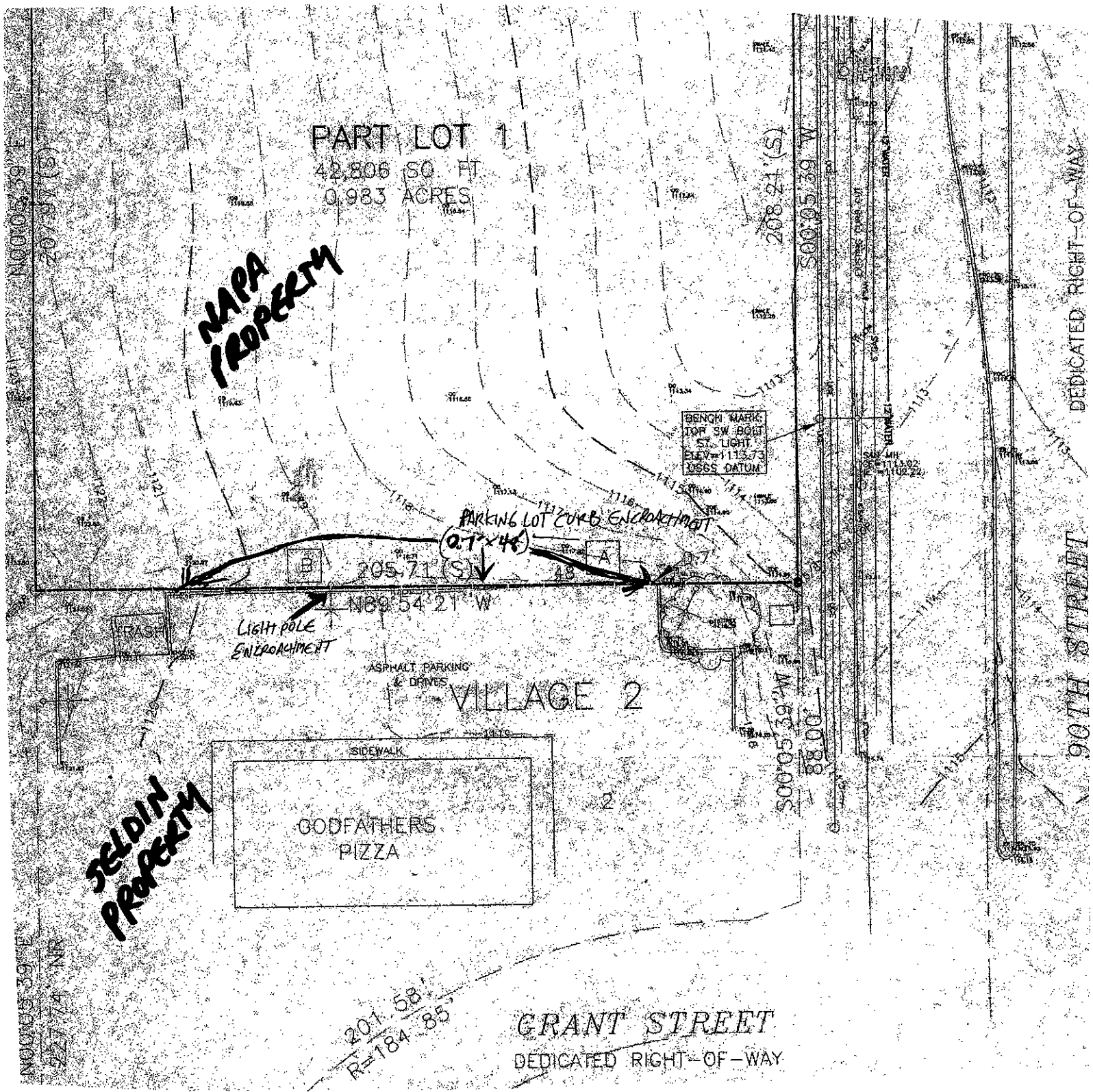
Notary Public, Paulding County, Georgia
My Commission Expires April 7, 2010

Exhibit A

Lot 2 of Camelot Village 2 Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska.

Exhibit B

Lot 1 of Camelot Village 2 Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska.



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 2, CAMELOT VILLAGE 2, REPLAT 1, A PLATTED AND RECORDED SUBDIVISION, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON THE NORTH LINE OF SAID LOT 2, N89°54'21"W, 161.28 FEET TO THE POINT OF BEGINNING; THENCE ON A 68.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 18.34 FEET (LONG CHORD BEARS S07°38'04"E, 18.29 FEET); THENCE S00°05'39"W, 144.84 FEET TO THE NORTHERLY RIGHT OF WAY OF GRANT STREET; THENCE ON SAID NORTHERLY RIGHT OF WAY LINE AND ON A 184.85 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 35.19 FEET (LONG CHORD BEARS S33°04'01"W, 35.14 FEET) TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.27 FEET, AN ARC LENGTH OF 9.81 FEET (LONG CHORD BEARS S29°55'50"W, 9.81 FEET); THENCE N00°05'39"E, 180.56 FEET; THENCE ON A 45.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 21.16 FEET (LONG CHORD BEARS N13°22'42"W, 20.97 FEET) TO THE NORTH LINE OF SAID LOT 2; THENCE ON SAID NORTH LINE S89°54'21"E, 26.43 FEET TO THE POINT OF BEGINNING, CONTAINING 4356.26 SQ. FT. OR 0.10 ACRES MORE OR LESS.

PROJECT: 2006-1053

DRAWN BY: JJV

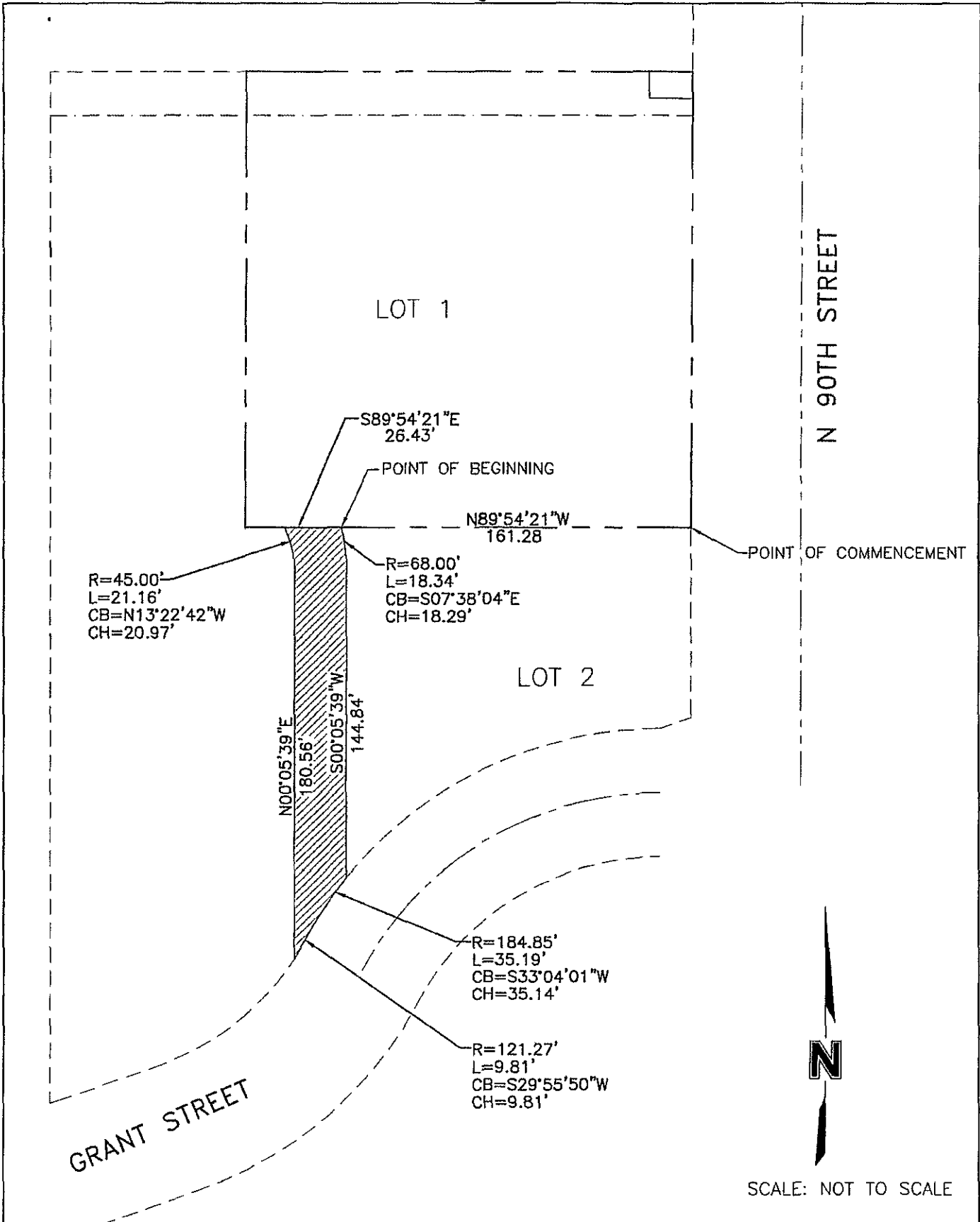
DATE: 10-18-06

ACCESS EASMENT
D-1



OLSSON ASSOCIATES

ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS
5120 SOUTH 76TH AVENUE SUITE 100 - OMAHA, NE 68114 - (402) 341-1111 - FAX (402) 341-0888
LINCOLN OMAHA GRAND ISLAND NEBRASKA BRIDGE CITY PACEER DENVER



PROJECT: 2006-1053
 DRAWN BY: JJV
 DATE: 09-20-06

ACCESS EASEMENT
 D-1

OLSSON
 ASSOCIATES

2120 South 72nd Street
 Suite 1400
 Omaha, NE 68124-6316
 TEL 402.341.1116
 FAX 402.341.5895

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 1, CAMELOT VILLAGE 2, REPLAT 1, A PLATTED AND RECORDED SUBDIVISION, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON THE SOUTH LINE OF SAID LOT 1, N89°54'21"W, 161.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE, N89°54'21"W, 26.43 FEET; THENCE ON A 45.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 2.40 FEET (LONG CHORD BEARS N28°22'42"W, 2.40 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FOOT, AN ARC LENGTH OF 25.31 FEET (LONG CHORD BEARS N15°55'09"W, 24.88 FEET); THENCE N00°05'39"E, 144.34 FEET; THENCE ON A 5.01 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 7.86 FEET (LONG CHORD BEARS N44°57'10"W, 7.08 FEET); THENCE N90°00'00"W, 4.99 FEET; THENCE N00°05'39"E, 25.00 FEET; THENCE S89°59'49"E, 10.00 FEET; THENCE N00°00'00"E, 7.60 FEET; THENCE S89°58'29"E, 25.00 FEET; THENCE S00°00'00"W, 2.59 FEET; THENCE ON A 5.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 7.78 FEET (LONG CHORD BEARS S44°35'44"E, 7.02 FEET); THENCE S90°00'00"E, 94.64 FEET; THENCE ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 21.27 FEET (LONG CHORD BEARS S77°48'45"E, 21.11 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 21.27 FEET (LONG CHORD BEARS S77°48'45"E, 21.11 FEET); THENCE S90°00'00"E, 19.97 FEET; THENCE ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 10.17 FEET (LONG CHORD BEARS N78°20'56"E, 10.10 FEET) TO THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE S00°05'39"W, 29.01 FEET; THENCE ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 10.11 FEET (LONG CHORD BEARS N78°39'49"W, 10.04 FEET); THENCE N90°00'00"W, 19.97 FEET; THENCE ON A 75.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 31.91 FEET (LONG CHORD BEARS N77°48'45"W, 31.67 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 10.64 FEET (LONG CHORD BEARS N77°48'45"W, 10.56 FEET); THENCE N90°00'00"W, 96.38 FEET; THENCE ON A 3.52 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 5.24 FEET (LONG CHORD BEARS S42°44'48"W, 4.77 FEET); THENCE S00°06'14"W, 145.85 FEET; THENCE ON A 20.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 10.44 FEET (LONG CHORD BEARS S15°18'04"E, 10.57 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET, AN ARC LENGTH OF 17.26 FEET (LONG CHORD BEARS S22°38'04"E, 17.21 FEET) TO THE POINT OF BEGINNING, CONTAINING 9817 SQ. FT. OR 0.23 ACRES MORE OR LESS.

PROJECT: 2006-1053

DRAWN BY: JJV

DATE: 10-18-06

ACCESS EASMENT
E-1

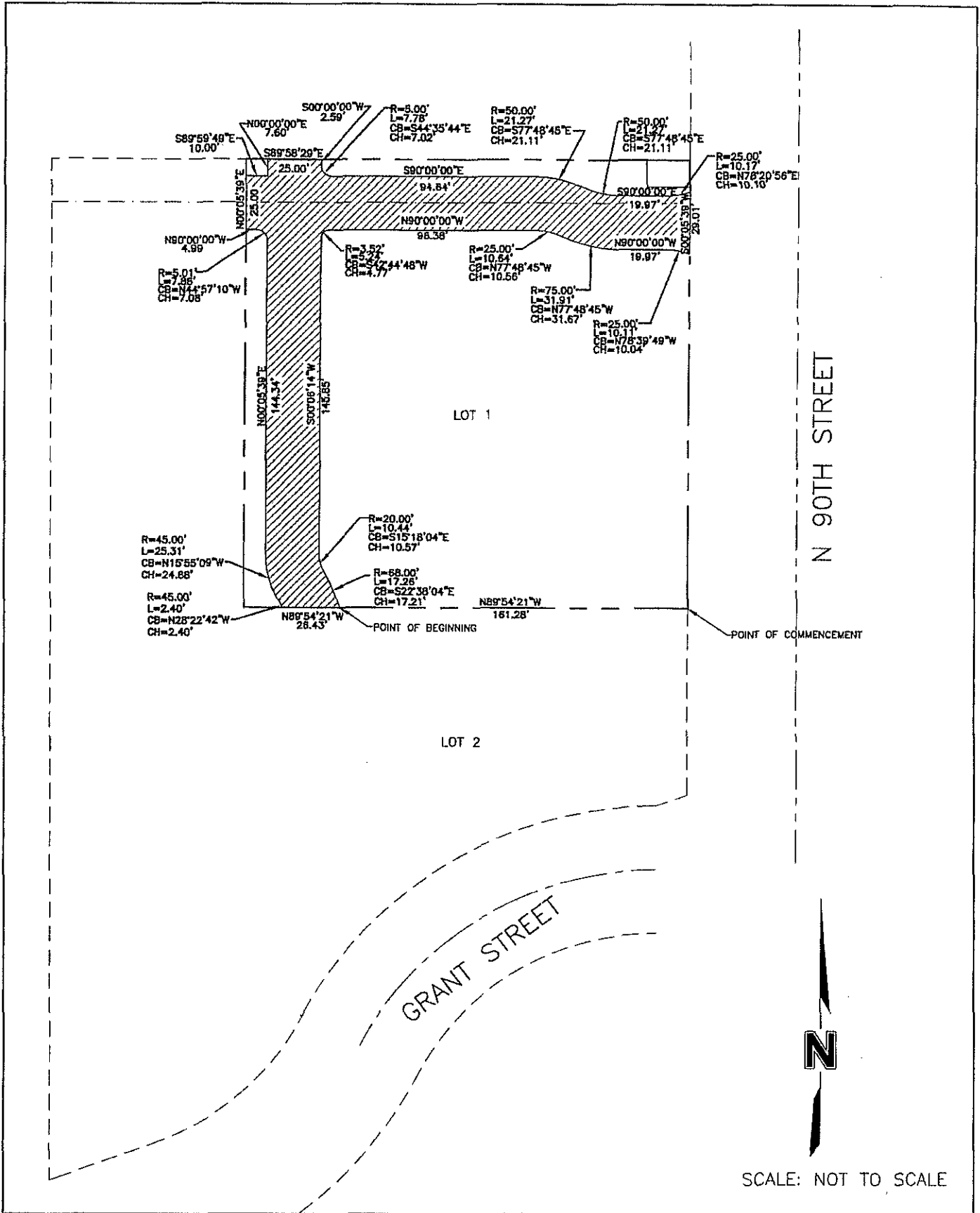
OLSSON ASSOCIATES

ENGINEERS - PLANNERS - ARCHITECTS - SURVEYORS

2100 BRUNNEN ROAD, SUITE 2000 - OMAHA, NE 68104 - (402) 241-1110 - FAX (402) 241-0990

LINCOLN DENVER WASHINGTON BOSTON CHICAGO CLEVELAND DALLAS DENVER KANSAS CITY MINNEAPOLIS

EXHIBIT E-2



PROJECT: 2006-1053
 DRAWN BY: JJV
 DATE: 09-20-06

ACCESS EASEMENT
 E-2

OLSSON
 ASSOCIATES
 2120 South 72nd Street
 Suite 1400
 Omaha, NE 68124-6316
 TEL 402.341.1116
 FAX 402.341.5895