

AGREEMENT.

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WHEREAS, Sooper-Dooper Markets, Inc., is the purchaser on contract of the following described premises, to-wit:

Part of the Southeast Quarter of the Southeast Quarter of Section Twenty, Township Twenty-four, North, Range One, West of the Sixth Principal Meridian in Madison County, Nebraska, described by metes and bounds as follows: Beginning at a point 943 feet west and 65 feet north of the southeast corner of the Southeast Quarter of Section Twenty, Township Twenty-four, North, Range One, West of the Sixth Principal Meridian in Madison County, Nebraska, thence north 475 feet; thence east 120 feet; thence south 475 feet, thence west 120 feet to the place of beginning,

and

WHEREAS, J. V. Smith and V. H. Hughes are the purchasers on contract of the following described premises, to-wit:

Part of the Southeast Quarter of the Southeast Quarter of Section Twenty, Township Twenty-four, North, Range One, West of the Sixth Principal Meridian in Madison County, Nebraska, described by metes and bounds as follows: Commencing at a point 823 feet west and 65 feet north of the southeast corner of said quarter quarter section; thence north 475 feet, thence east 260 feet, thence south 475 feet, thence west 260 feet to the place of beginning,

and

WHEREAS, said Sooper-Dooper Markets, Inc., is constructing a building on its said premises for its entire width, with the north wall approximately fifty feet south of its north line, with its west wall on its west line, which building is approximately one hundred fifty feet north and south and one hundred twenty feet east and west, with the south wall approximately two hundred seventy-five feet north of its south line, and

WHEREAS, said Sooper-Dooper Markets, Inc., and said J. V. Smith and V. H. Hughes are constructing a parking area to the east and south of said buildings of concrete pavement, and are constructing a concrete driveway for delivery and ingress and egress to the rear of their buildings along the north fifty feet of said premises, and are constructing adequate lighting therefor, and

WHEREAS, the purpose of this agreement is to reflect the agreement of the parties:

IT IS THEREFORE agreed by and between Sooper-Dooper Markets, Inc., first party, and J. V. Smith and V. H. Hughes, second parties, as follows:

1. First and Second parties agree that they will pave the delivery and parking areas aforesaid adjacent to their said buildings of concrete and provide adequate lighting therefor, and share the cost thereof, one-third by first party and two-thirds by second parties.

2. (a) The first and second parties hereby give, grant and convey each to the other and to their respective employees, agents, customers and business invitees a reciprocal and non-exclusive easement of ingress and egress, passage and parking in, to, upon and over any and all portions of the parking and delivery areas hereinbefore defined, herein called the Common Area forever.

(b) The parties agree that every person having the right to use the Common Area as provided in Section 2(a) hereof shall have all right of ingress to and egress from the Common Area over the access ways of the parties hereto reasonably necessary to the enjoyment of the easements granted pursuant to said Section 2(a).

3. (a) The parties shall make all necessary repairs and replacements of and to the Common Area and maintain the same in a safe, sound condition, clean and free of rubbish, debris, ice and snow and other hazards to persons using the same, and provide the necessary electric energy for the lights thereof and shall share the cost and expense thereof, one-third by first party and two-thirds by second party,

(b) Each of the parties hereto agrees to indemnify and save harmless each of the other parties hereto against and from all claims for injury or death to persons or damage to or loss of property arising out of the negligent performance of, or failure to perform, any of its obligations contained in Subsection (a), as the case may be, of this Section 3. For the purpose of protecting the other parties hereto from any such claim for injury, death, damage or loss each of the parties hereto shall during the term of this agreement maintain, or cause to be maintained, in effect, a policy or policies of public liability insurance with limits of at least One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,00/\$300,000), and a policy or policies of property damage insurance with a limit of at least Fifty Thousand Dollars(\$50,000).

4. (a) If any party to this agreement shall default in the full, faithful and punctual performance of any obligation imposed upon such party by this agreement, then any other party to this agreement shall, in addition to all other remedies it may have at law or in equity, have the right, after giving the defaulting party ten (10) or more days prior written notice stating the nature and extent of the default, to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of six per cent (6%) per year, and any such sums shall be a charge and lien upon said premises of the defaulting party.

5. (a) This agreement shall be construed in accordance with the Laws of the State of Nebraska.

(b) Nothing in this agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of the other.

(c) All notices herein provided for shall be by certified or registered mail with postage prepaid or by telegram with charges prepaid.

This agreement shall be binding upon the parties hereto and to their successors, heirs, assigns and personal representatives, it being expressly understood that the agreements herein contained are not personal to the parties hereto.

Dated this _____ day of May, 1966.

IN THE PRESENCE OF:

SOOPER-DOOPER MARKETS, INC.

BY Russell L. Scott
President.
First Party.

J. V. Smith
J. V. Smith

V. H. Hughes
V. H. Hughes
Second Parties.

STATE OF SOUTH DAKOTA)
) ss.
PENNINGTON COUNTY)

On this 10th day of ^{June}~~May~~, 1966, before me, the undersigned, a Notary Public in and for said county, personally came Russell L. Scott, President of Sooper-Dooper Markets, Inc., to me personally known to be the President, and the identical person whose name is affixed to the above agreement and acknowledged the execution thereof to be his voluntary act and deed as such President, and the voluntary act and deed of said Sooper-Dooper Markets, Inc., and that the corporate seal of the said Sooper-Dooper Markets, Inc., was thereto affixed by its authority.

Witness my hand and Notarial Seal in said county the day and year last above written.

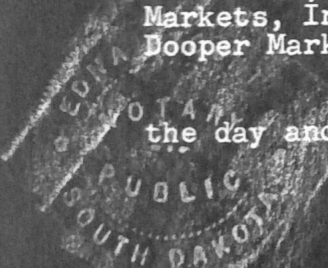
Edna Stockton
Notary Public.

TEXAS
STATE OF ~~OKLAHOMA~~)
) ss.
~~OKLAHOMA~~ COUNTY)
DALLAS

On this 21st day of May, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for said county, personally came J. V. Smith and V. H. Hughes, each a non-resident of the State of Nebraska ~~and a resident of the State of South Dakota~~, to me known to be the identical persons whose names are subscribed to the foregoing agreement 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.

J. M. [Signature]
Notary Public.



THE STATE OF NEBRASKA }
MADISON COUNTY } ss.

This instrument filed for record
the 14 day of July 1969
at 9:00 o'clock A. M. and recorded in
Vol. 66 of Miscellaneous
Page 44

Eudora M. Trice
Register of Deeds

Ray J. Laska
Deputy

Chg. \$ 6.50
NO 85589 ✓
Paged ✓
General ✓
Indexed ✓