

BOOK 528 PAGE 541

10
477
478

A G R E E M E N T

THIS AGREEMENT, made and entered into by the Blumkin Realty Company through Lawrence I. Batt, Trustee of the property with undisclosed beneficiary, hereinafter known as Blumkin Realty; and the State of Nebraska, Department of Roads, hereinafter called State.

WITNESSETH:

WHEREAS, Blumkin Realty through its Trustee, Lawrence I. Batt, is purchasing from the J. I. Case Company, property described as Lots 4, 5, 6 and 7, Block D, original City of Omaha and the north 6 feet of vacated Dodge Street adjoining Lot 7.

WHEREAS, the State is the owner and in possession of a parcel of land described as Lot 2, Block D, original City of Omaha, Douglas County, Nebraska, which adjoins Case's property on the north, and

WHEREAS, Blumkin Realty is desirous of continuing with a non-exclusive easement granted to J. I. Case Company from the State, which easement was recorded on February 5, 1970, in Book 486 at Page 205 and 206, miscellaneous records, Douglas County, Nebraska, for reasonable and convenient ingress from Case's property to Capitol Avenue over the west one-half or the west 33 feet of the State's property which contains 3,960 square feet, more or less, said easement being a 33 foot in width roadway with an 18 foot width pavement which has been constructed and maintained by the State, and

WHEREAS, the State is desirous of continuing this easement to the Blumkin Realty for their use and occupancy under certain conditions as stated below, such easement to be a non-exclusive right and easement and not strictly for the purposes of the Blumkin Realty.

NOW THEREFORE, in consideration of the following covenants, conditions, it is agreed as follows:

SECTION I

The State agrees as follows:

1. The state does hereby grant, assign and set over to Blumkin Realty the non-exclusive right privilege and easement for purposes of reasonable and convenient ingress and egress from Blumkin's property to Capitol Avenue over the west one-half or the west 33 feet of State's property containing approximately 3,960 square feet, more or less, said easement shall be 33 feet in width, contain a strip of paved roadway no less than 18 feet in width and which roadway has

BOOK 528 PAGE 542

been constructed and maintained by the State.

2. The perpetual easement herein granted by the State shall automatically terminate and be revoked and cause the premises, subject to said easement to revert to the State, its successors and assigns when the use of Blumkin's property is so changed or altered ingress or egress therefrom to Capitol Avenue is terminated by the owner or occupier of the Blumkin property.

3. The easement herein provided for is non-exclusive and its use and enjoyment shall be joint with the parties to this agreement, their invitees, licensees, servants, agents, employees and visitors.

4. That the easements, covenants and agreements granted herein are to be held by the respective State and Blumkin Realty, and in the event that Blumkin Realty sells, transfers, or conveys this property to a subsequent party and such easement shall be deemed not to be an easement running with the land and such future purchasers will be placed on notice by Blumkin Realty that they must enter into an agreement with the State for the continuation of the easement as described.

5. That the easement as described shall be for the benefit of Blumkin Realty, their invitees, licensees, servants, agents, employees and visitors but by this statement does not give them an exclusive right as versus the public in the easement.

SECTION II

The Blumkin Realty Company hereby agrees as follows:

1. To accept the easement from the State as stated above with all the conditions, requirements and restrictions to protect the same from unreasonable use by their invitees, licensees, servants, agents, employees and visitors.

2. That Blumkin Realty understands that the perpetual easement as granted shall automatically terminate and be revoked and said easement shall revert immediately to the State, its successors and assigns when the use of the Blumkin property is so changed or altered that ingress and egress therefrom to Capitol Avenue is terminated by the owner or tenant or occupier of the Blumkin property.

SECTION III

It is understood by the parties:

1. That at no time will the Blumkin Realty Company cause or allow the storage of any flammable material within the area of the easement granted to them or will they allow any advertising to be erected, the Blumkin Realty Company

BOOK 528 PAGE 543

recognizing that this easement is for the purposes of reasonable and convenient ingress and egress to the Blumkin property only and is not intended for any other uses.

IN WITNESS WHEREOF the parties hereunto have caused the same to be executed by the duly authorized and proper officials as of the dates indicated hereon.

EXECUTED by Blumkin Realty Company on this 20th day of October, 1973.

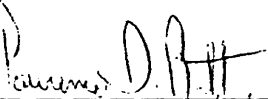
ATTEST:

BLUMKIN REALTY COMPANY

By



By


 TRUSTEE
Lawrence I. Batt, Trustee

EXECUTED by the State on this 22nd day of October, 1973.

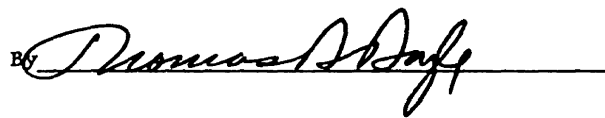
ATTEST:

STATE OF NEBRASKA
DEPARTMENT OF ROADS

By



By



APPROVED:

By


Deputy State Engineer
Engineering Services

18
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
30 DAY OF October 19 73 AT 2:46 P C. HAROLD OSTLER, REGISTER OF DEEDS

1000