

EASEMENT AGREEMENT

BOOK 640 PAGE 23

THIS EASEMENT AGREEMENT made as of the 30th day of September, 1980 by and between GEORGE T. MORTON and MARGARET S. MORTON, husband and wife, tenants in common, and CHARLES H. MORTON and PATRICIA M. MORTON, husband and wife, tenants in common (collectively referred to as "the Sellers") and MORTON A. IVES and ESTHER L. IVES, husband and wife, tenants in common (collectively referred to as "the Purchasers").

Preliminary Statement

Contemporaneous with the execution and delivery of this Easement Agreement, the Sellers have conveyed to the Purchasers the improved parcel of real estate more particularly described on Exhibit "A" annexed ("the Property"). The Sellers are the record owners as tenants in common of an improved parcel of real estate which is situated immediately to the east of the Property and is contiguous and adjacent and more particularly described on Exhibit "B" annexed ("the Adjacent Parcel").

The Adjacent Parcel is currently being leased to Jerry Leonard, Inc., a Nebraska corporation ("the Tenant") under the terms of a lease agreement dated April 25, 1977 ("the Lease").

The Sellers have agreed to grant Purchasers a non-exclusive easement for vehicular parking over the north sixty (60) feet of the following described property: Lots 1 and 2 and the east twenty (20) feet of Lot 3 all in Block 4, Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded ("the Easement Area").

To evidence the easement granted by the Sellers to Purchasers and the terms and conditions relating to such easement, the parties have executed this Agreement.

Terms and Provisions

1. Sellers grant to Purchasers and the subsequent record owners of the Property, and their respective tenants and subtenants (collectively "the Purchasers") a non-exclusive perpetual easement over the Easement Area for vehicular parking only to be used by Purchasers and respective employees and customers in a manner as will not reasonably interfere with the use of the Easement Area by the record owners of the Adjacent Parcel or any lessee or sublessee of the Adjacent Parcel or their licensees or invitees. In this regard, Purchasers agree that they will not use the Easement Area for vehicular parking during the weekdays prior to 6:00 p.m. Purchasers acknowledge that the easement granted hereby is subject to the terms of the Lease and any and all rights of the Tenant thereunder.
2. Purchasers agree to pay within thirty (30) days of invoice one-half of the reasonable costs and expenses of repairing, maintaining and replacing the Easement Area which are incurred by the record owners of the Adjacent Parcel or any tenant of the Adjacent Parcel having responsibility for the maintenance of the Easement Area.
3. The easement granted by this Easement Agreement shall run with the land and be binding upon the Adjacent Parcel; and the

## BOOK 640 PAGE 24

record owners thereof, subject to the Lease and the conditions regarding the use of the Easement Area expressed herein.

Executed this 30TH day of SEPTEMBER, 1980.

George T. Morton  
GEORGE T. MORTON, Seller

Margaret S. Morton  
MARGARET S. MORTON, Seller

Charles H. Morton  
CHARLES H. MORTON, Seller

Patricia M. Morton  
PATRICIA M. MORTON, Seller

Morton A. Ives  
MORTON A. IVES, Purchaser

Esther L. Ives  
ESTHER L. IVES, Purchaser

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

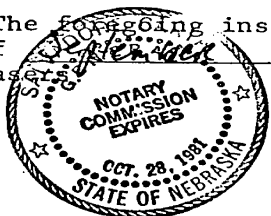
The foregoing instrument was acknowledged before me this 30th day of September, 1980 by CHARLES H. MORTON and PATRICIA M. MORTON, Sellers.



Deborah A. Cushing  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this 30th day of September, 1980 by MORTON A. IVES and ESTHER L. IVES, Purchasers.



Salvador E. Carta  
Notary Public

STATE OF MISSOURI )  
 ) ss.  
County of Jackson )

The foregoing instrument was acknowledged before me this 27th day of September, 1980 by GEORGE T. MORTON and MARGARET S. MORTON, Sellers.



Rosemary F. Nugent  
Notary Public

## BOOK 640 PAGE 25

## Exhibit "A"

Lots 4, 5, 6, 7, 8, 33, 34 and 35 except that part thereof previously acquired for streets, and all of the West 30 feet of Lots 3 and 36, together with vacated alley lying between the West 30 feet of Lots 3 and 36 and lying between 4, 5, 6, 7, 8 and Lots 33, 34, 35 all in Block 4, Briggs Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

## BOOK 640 PAGE 26

Exhibit "B"

Lots 1, 2, 37, 38 and the east twenty (20) feet of  
 Lots 3 and 36, together with the vacated alley between  
 the east twenty (20) feet of Lots 3 and 36 and between  
 Lots 1 and 2 and Lots 37 and 38, all in Block 4, Briggs  
 Place, an Addition to the City of Omaha, as surveyed,  
 platted and recorded in Douglas County, Nebraska.

3 years  
 RECEIVED  
 1980 OCT -2 PM 3:46  
 CLERK OF DISTRICT COURT  
 DOUGLAS COUNTY, NEBR.

Book 640  
 Page 23  
 of Miss

Fee 15.25  
 Index 16-2016  
 Comped 16-175