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EASEMENTS

This Easement Grant is made between George W. Hendricks and Barbara J. Hendricks, husband and wife (collectively described as "Hendricks") and Lincoln Federal Savings Bank of Nebraska ("Lincoln Federal").

The following recitals of fact are a material part of this instrument:

A. Hendricks are the owners of a tract of land described on Exhibit A attached hereto and hereinafter described as the Northview Parcel, a plat of said parcel being attached hereto as Exhibit C.

B. Lincoln Federal is the owner of a tract of land described on Exhibit B attached hereto and hereinafter referred to as the Lincoln Federal Parcel.

C. Hendricks desires to grant and Lincoln Federal desires to receive easements over, under and across the Northview Parcel as more particularly set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Drainageway

Hendricks shall construct and maintain at Hendricks' expense a water drainageway along the western boundary of the Northview Parcel and continuing south of the Northview Parcel to the line separating the Lincoln Federal Parcel from Lot 117, Irregular Tracts in the Northeast Quarter of Section 12, Township 10 North, Range 6th East of the 6th P.M. Lincoln Federal grants to Hendricks a temporary grading easement, including ingress and egress, over the following parcels (the "Drainageway Maintenance Parcels"):

Commencing at the southwest corner of the Northview Parcel, thence easterly along the south line of the Northview Parcel to a point where the concrete liner shown on Exhibit C attached hereto intersects the south line of the Northview Parcel; thence southeasterly along the west edge of the concrete liner to a point where the west edge of the concrete liner intersects the common line between the Lincoln Federal Parcel and Lot 117, Irregular Tracts, in the Northeast Quarter of Section 12, Township 10 North, Range 6 East, or, if the west edge of the concrete liner stops

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short of said common line, to the point where, if the west edge of the concrete liner was extended to such common line, if maintained on the same course as is shown on Exhibit C, said west edge of the concrete liner would intersect said common boundary line; thence west on a line parallel with the south line of the Northview Parcel a distance of 60 feet, thence northwesterly on a curve parallel to and 60 feet west of the west edge of the concrete liner shown on Exhibit C to a point which is 60 feet west of the southwest corner of the Northview Parcel if the south line of the Northview Parcel were extended 60 feet west, thence easterly along a line which would be the line if the south line of the Northview Parcel were extended westerly, to the point of beginning; and

Commencing at the southwest corner of the Northview Parcel, thence westerly along the same bearing as the south line of the Northview Parcel a distance of 60 feet, thence north on a line parallel with the west line of the Northview Parcel to a point at which, if the course were to continue parallel to the west line, a turn in a northwesterly direction would be made, thence continuing from said point northerly on the same course to a point on the west line of the Northview Parcel, thence southerly along the west line of the Northview Parcel to the point of beginning.

Lincoln Federal further grants to Hendricks, and their successors and assigns an easement for ingress and egress over the Drainageway Maintenance Parcels for the purpose of mowing and otherwise maintaining the west side of the drainageway, including the slope to the concrete liner hereafter described.

Said water drainageway shall include a concrete low-flow liner and triple box culverts with headwalls in the locations shown on the plat map attached hereto as Exhibit C. Hendricks grant Lincoln Federal, its successors and assigns, as an easement appurtenant to the Lincoln Federal Parcel, a perpetual easement for ingress, egress and stormwater drainage from the Lincoln Federal Parcel into the drainageway.

Hendricks shall maintain the concrete flow liner and drainageway in such a fashion as to allow runoff from the Lincoln Federal Parcel into the drainageway and concrete flow liner. Hendricks shall further mow and otherwise maintain the drainageway, flow liner and other appurtenances thereto (including the slope on

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the Drainageway Maintenance Parcels) in accordance with requirements of applicable governmental authority, and shall hold Lincoln Federal, its successors and assigns harmless from and against any loss, damage or expense arising out of Hendricks' failure to do so.

The design of the drainageway and concrete flow liner are subject to Lincoln Federal's approval, and no alterations to the drainageway or appurtenances thereto may be made without Lincoln Federal's written consent.

If Hendricks desire to enclose the drainageway through the construction of a box culvert or otherwise in order to allow for parking or improvements over the drainageway, Hendricks shall present to Lincoln Federal its plans for doing so. Such plans and specifications must demonstrate that anticipated run-off from the Lincoln Federal Parcel in a fully developed state will be handled adequately by the enclosed drainageway. Lincoln Federal shall have the right to approve or disapprove the plans, but Lincoln Federal's approval will not be unreasonably withheld. No construction of the enclosure shall commence until Lincoln Federal's approval is obtained. If Lincoln Federal has conveyed the Lincoln Federal Parcel, the approval of the owner or owners of the Parcels abutting the Northview Parcel must be obtained. Any such plans must also provide for additional landscape screening, and if requested by Lincoln Federal or applicable governmental authority, for fencing, satisfactory to Lincoln Federal and applicable governmental authority to visually screen and fence the drainageway and the Northview Parcel from the view from the Lincoln Federal Parcel.

2. Triple Box Culvert

As part of the drainageway, Hendricks shall install and maintain a triple box culvert and headwalls in such a fashion as to permit vehicular traffic with weights equivalent to those vehicles lawfully using Superior Street abutting the Lincoln Federal and Northview Parcels on the north. The triple box culvert shall be constructed at the location shown on Exhibit C where the proposed Northview Road extends to the west boundary of the Northview Parcel and to the east boundary of the Lincoln Federal Parcel so as to allow access, ingress and egress to and from the Lincoln Federal property onto the Northview Road and onto the proposed North 26th Street for the purpose of entering and exiting Superior Street. Hendricks shall maintain, repair, and replace the triple box culvert at such times and in such manner as may be necessary to allow the continued passage of vehicular and pedestrian traffic on and over the culvert and the roadway constructed thereon.

3. Access Roads

Hendricks grants to Lincoln Federal, its successors and assigns, as an easement appurtenant to the Lincoln Federal Parcel,

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a perpetual easement for ingress and egress over, under and across those portions of the Northview Parcel (the "Common Access Easement Premises") shown on Exhibit C attached hereto as:

(a) Northview Road;

(b) North 26th Street;

(c) a 25 foot wide common access easement running south from Northview Road to the right-of-way stub onto North 27th Street which is adjacent to the property described on Exhibit C as Lot 4, Northview Center;

(d) the common access easements abutting said Lot 4 and the south line of the Northview Parcel.

Hendricks agree that Lincoln Federal, its successors and assigns shall have the right to use the Common Access Easement Premises for ingress and egress to and from the Lincoln Federal Parcel to the Northview Parcel and to Superior Street and North 27th Street as applicable. The Common Access Easement Premises shall be constructed and maintained with a hard, smooth surface material capable of supporting vehicles described in Paragraph 2 and meeting requirements, if any, of applicable governmental authority. Notwithstanding the foregoing, North 26th Street and Northview Road west of the east line of North 26th Street shall be constructed of concrete pavement at least 6 inches thick. The Common Access Easement Premises shall be reasonably maintained free of obstacles, improvements, debris, ice and snow in such a fashion as to allow reasonable movement of vehicles and pedestrians over them. Portions of the Common Access Easement Premises may be temporarily closed to vehicular and pedestrian traffic for repair or maintenance, provided that in all instances reasonable alternative access to and from Superior Street and North 27th Street to and from the Lincoln Federal Parcel is available.

Use of the Common Access Easement Premises is not confined to present uses of the Lincoln Federal Parcel or the present means of transportation. Exclusive use of the Common Access Easement Premises is not hereby granted. Grantor reserves the right to use the Common Access Easement Premises likewise for ingress or egress.

In addition, Hendricks shall construct and maintain a sidewalk in accordance with sidewalk standards specified by the City of Lincoln adjacent to the access easement premises commencing on the property line between the Northview and Lincoln Federal Parcels and along the Northview Road Common Access Easement and along the North 26th Street Common Access Easement, all as shown on Exhibit C attached hereto.

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4. Utility Easement

Hendricks grant to Lincoln Federal, its successors and assigns, as an easement appurtenant to the Lincoln Federal Parcel a perpetual easement for ingress and egress over, under and across the south 20 feet of the Northview Parcel for the purpose of the construction and maintenance of utilities that Lincoln Federal determines are necessary to serve and benefit the Lincoln Federal Parcel, including, but not limited to, a sanitary sewer. The sanitary sewer will connect to the sanitary sewer located in the 27th Street Right of Way abutting the East Boundary of the Northview Parcel.

No improvements other than surface parking shall be constructed in the easement area. Not less than 120 days prior to the construction of surface parking in the easement area, Lincoln Federal shall be notified in writing in order that it may complete construction of the utilities, including the sanitary sewer, prior to the construction of the surface parking. Lincoln Federal shall use its best efforts to complete the construction within 120 days following its receipt of the notice, or, if construction is delayed due to circumstances beyond the control of Lincoln Federal, within a reasonable additional amount of time thereafter. Construction of the utilities shall be done in accordance with applicable codes, regulations, ordinances and other applicable law.

5. Landscape Screen

Hendricks shall plan and plant at Hendricks' sole expense a landscape screen of trees and shrubs to be located in the Drainageway Maintenance Parcels and north of the Drainageway Maintenance Parcels on, and along the west line of, the Northview Parcel sufficient to visually screen the drainageway from the Lincoln Federal Parcel. Hendricks are granted an easement for ingress and egress onto the Drainageway Maintenance Parcels for the purpose of planting and maintaining the landscape screening. The landscape and screening plan will be subject to approval by the City of Lincoln and also subject to Lincoln Federal's written approval prior to planting.

Hendricks shall be responsible for maintaining the landscape screen on the Northview Parcel and also on the Lincoln Federal Parcel until Lincoln Federal conveys by sale the property on which the plantings are located. Thereafter, the owner of the Lincoln Federal Parcel, or of that portion thereof on which the landscape screening is planted, shall be responsible for maintaining the screening on the Lincoln Federal Parcel.

6. General Provisions

a. Use of Lincoln Federal Parcel

The Lincoln Federal Parcel may be used for any lawful purpose.

b. Additions to Dominant Tenement

The easements appurtenant to the Lincoln Federal Parcel are also appurtenant to any land that may hereafter come into common ownership with the Lincoln Federal Parcel and that is contiguous to the Lincoln Federal Parcel. An area physically separated from the Lincoln Federal Parcel but having access thereto by means of public ways or private easements, rights, or licenses is deemed to be contiguous to the Lincoln Federal Parcel.

c. Division of Dominant Tenement

If the Lincoln Federal Parcel is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the easements hereby created.

d. Warranties of Title

Hendricks warrant that they have good and indefeasible fee simple title to the Northview Parcel, subject only to easements, restrictions and reservations of record as of the date hereof. Hendricks agrees to convey the Northview Parcel expressly subject to the Easements herein granted.

e. Lincoln Federal Access

Without diminishing Hendricks obligations otherwise created in this easement, Lincoln Federal, its successors and assigns are hereby granted an easement for ingress and egress over and on the Northview Parcel to restore and maintain the easements and appurtenances thereto herein granted in the event that Hendricks fails to do so. The easement herein granted shall include the right of Lincoln Federal to remove any encroachments which impair its reasonable use and enjoyment of the easements granted in this document. Hendricks agrees to indemnify, defend and hold Lincoln Federal harmless from any loss, damage, cost or expenses, including attorneys' fees, which Lincoln Federal or its successors or assigns may incur in maintaining or restoring the benefits, uses and enjoyment associated with the easements granted in this document. Lincoln Federal shall also be entitled to injunctive relief for the removal of any such impairment.

If Lincoln Federal or its successors and assigns determine that their use or enjoyment of any of the easements granted hereby is being impaired, they shall notify Hendricks by

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U.S. mail, and Hendricks agrees to cause the impairment of the use and enjoyment of the particular easement to be removed within ten days thereafter. If such impairment is not removed, Lincoln Federal or its successors or assigns may remove the impairment.

Notwithstanding the foregoing, if the impairment would, in the reasonable determination of Lincoln Federal, immediately materially or irreparably impair the use or value of the Lincoln Federal Parcel, Lincoln Federal, its successors or assigns and their agents or contractors may, but shall not be obligated to, enter upon the Northview Parcel to remove the impairment.

f. Running of Benefits and Burdens

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Any reference to Lincoln Federal shall mean, in addition thereto, Lincoln Federal's successors and assigns. Lincoln Federal shall be under no obligation with respect to this easement after its transfer of the Lincoln Federal Parcel.

References to Hendricks shall include Hendricks' heirs, personal representatives, successors and assigns.

g. Covenant Liability, Termination

The owners of all or portions of the Northview Parcel shall be jointly and severally liable for breach of any covenant provided herein. Whenever a transfer of ownership of all or a part of either Parcel takes place, the liability of the transferor for breach of covenant occurring thereafter automatically terminates with respect to the part of the parcel so transferred (but not as to any part thereof which the transferor retains). Notwithstanding the foregoing, Hendricks shall remain liable for breaches of warranties of title set forth in Paragraph 6(d).

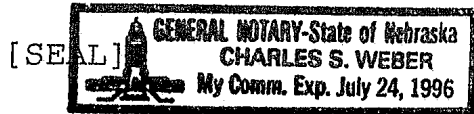
h. Construction

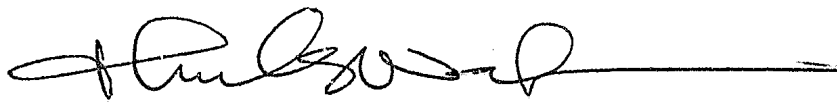
The rule of strict construction does not apply to this easement. This easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment upon Lincoln Federal is carried out.

7. Release of Easement

The easements herein granted shall not be deemed abandoned except by a written instrument signed by Lincoln Federal indicating its intent to do so. Lincoln Federal may terminate this instrument by recording a release in recordable form, which release may, for convenience run to "the owner or owners and parties interested" in the Northview Parcel.

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Federal Savings Bank of Nebraska, a federally chartered
association, on behalf of said association.





Notary Public

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EXHIBIT A

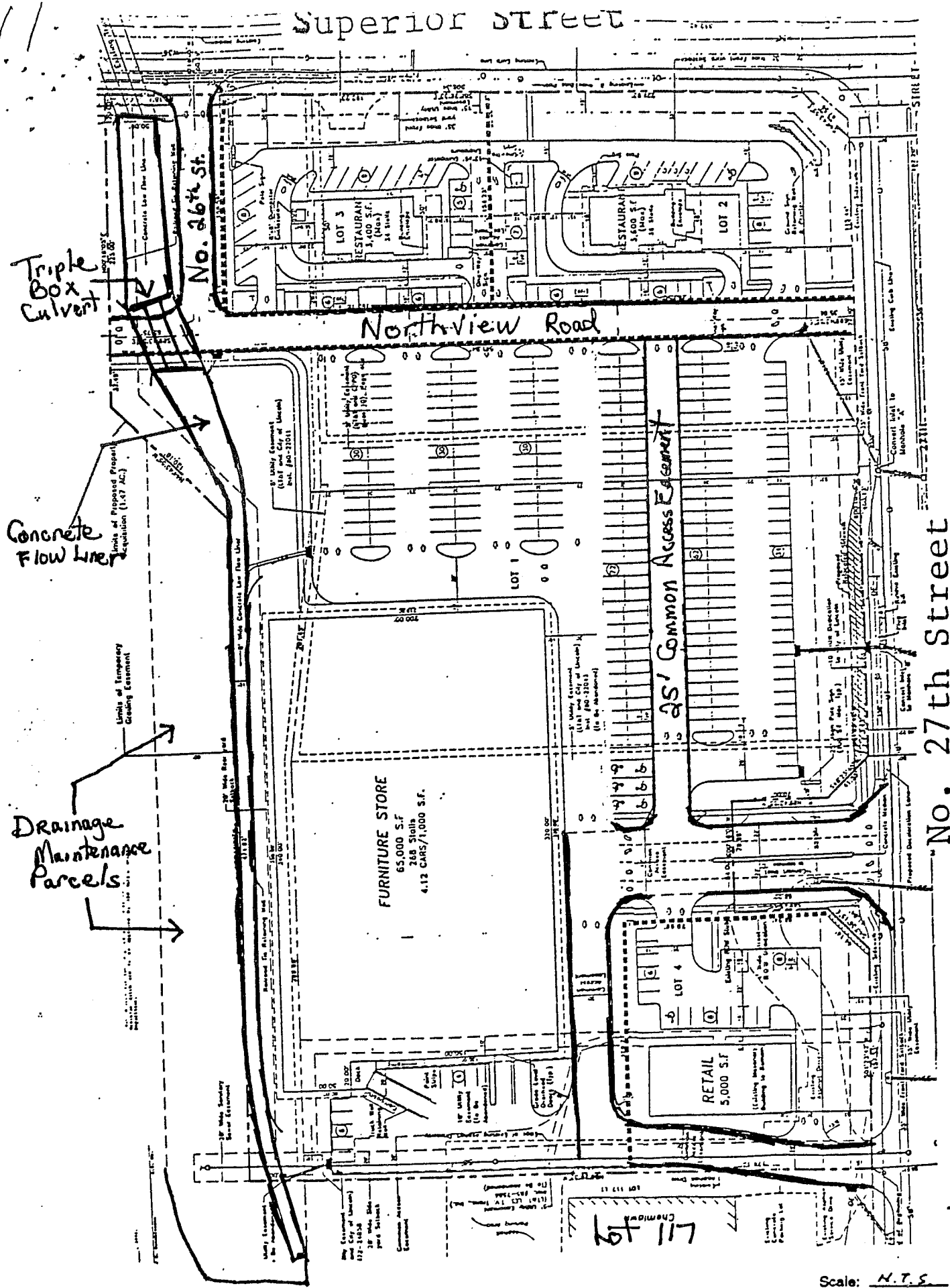
Legal description of Northview Parcel:

Lots 1 through 4, inclusive, Northview Centre First Addition, Lincoln, Lancaster County Nebraska; and Lot 117, Irregular Tracts in the Northeast Quarter of Section 12, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

EXHIBIT B

Legal description of Lincoln Federal Parcel:

Outlot A, Northview Centre, Lincoln, Lancaster County, Nebraska.



PRELIMINARY PLAT NO. 93005
 NORTHVIEW CENTRE Exhibit C

Scale: N.T.S.

Sheet: 3 of 3

Date: 4/20/93

Drawn by: *Rub*



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LANCASTER COUNTY, NEB

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