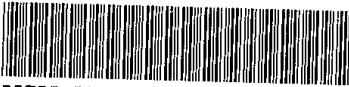




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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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ENCROACHMENT EASEMENT AGREEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT ("Agreement") is made and entered into on this 26th day of APRIL, 2000, by and between MVP PARTNERSHIP, a Nebraska general partnership ("MVP") and WILLIAM R. JENSEN and MARY JENSEN ("Jensen").

WHEREAS, MVP is the owner of the real property situated in Omaha, Douglas County, Nebraska legally described on Exhibit "A" attached hereto and incorporated herein by reference ("MVP Property");

WHEREAS, Jensen is the owner of the real property situated in Omaha, Douglas County, Nebraska and legally described on Exhibit "B" attached hereto and incorporated herein by reference ("Jensen Property");

WHEREAS, MVP's predecessor in title to the MVP Property previously constructed a strip shopping center on the MVP Property;

WHEREAS, Jensen previously constructed a building on the Jensen Property;

WHEREAS, attached hereto as Exhibit "C" is a drawing entitled "Description & Sketch", dated 2/18/00 prepared by Ehrhart Griffin & Associates ("Drawing");

WHEREAS, the Drawing sets forth the following encroachments ("Encroachments"):

- (A) The location on the MVP Property of portions of the north wall of the improvements which were constructed by Jensen for the benefit of the Jensen Property which are depicted on the Drawing as "Goodyear Wall" located on the Jensen Property; and
- (B) The use by Jensen of a portion of the south wall of the MVP Property as its north wall of its service bay which is depicted on the Drawing as "Area of the MVP Property being used by Goodyear as part of Service Bay (Area 51 sq ft.)."

WHEREAS, Jensen has requested that MVP grant Jensen an easement over and across those portions of the MVP Property which comprise the Encroachments for the benefit of the Jensen Property and MVP is willing to grant such an easement upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Easement for Encroachment. MVP does hereby grant for the benefit of the Jensen Property an easement over and across those portions of the MVP Property which comprise the Encroachments.
2. Insurance. MVP and Jensen shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereinafter located on their respective properties. Such insurance shall (i) be carried with a financially responsible insurance company or companies licensed to do business in the State of Nebraska; (ii) provide for full replacement value for the buildings and improvements covered thereunder; and (iii) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to the other party. Notwithstanding the above, Jensen shall obtain and maintain the required insurance on those improvements located on the MVP Property which constitute the Encroachments and shall name the owner of the MVP Property as an additional insured. Each party shall upon request furnish the other party with a certificate of insurance evidencing the former party's compliance with the insurance coverage requirements.
3. Repair or Restoration. Should any of the wall(s) comprising the Encroachments be damaged or destroyed by either negligence or other act or omission of one of the parties, such party shall at its sole cost and expense and under the direction of the owner of the MVP Property, immediately rebuild or repair the wall(s) and shall compensate the other party for any damages to the property of the other party. Should any of the wall(s) comprising the Encroachments at any time be damaged or destroyed by any cause other than the act or omission of either party, the wall(s) shall be immediately repaired or rebuilt under the direction of the owner of the MVP Property at the expense of: (i) the owner of the Jensen Property in the event the damage or destruction is to the Goodyear Wall; and (ii) the owner of the MVP Property and the Jensen Property, equally in the event the damage or destruction is to the MVP Wall, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Jensen does hereby grant to the owner of the MVP Property an easement permitting the owner of the MVP Property reasonable access to the Jensen Property for purposes of effectuating the repairs, replacements or restorations to the wall(s) comprising the Encroachments.
4. Notice. Except in the event of an emergency, MVP shall be required to give Jensen not less than fourteen (14) days prior written notice to any repairs, rebuilding or restoration and all such repairs, rebuilding and restoration must be done by MVP in a manner not to unreasonably disrupt the business being conducted on the Jensen Property. In the event of an emergency, MVP shall be permitted to effectuate all necessary or required repairs without the requirements for prior written notice to the owner of the Jensen Property.

5. Arbitration. Any controversy that may arise between the parties with respect to the necessity for, or cost of, repairs or with respect to any other rights or liabilities of the parties under this Agreement shall be submitted to the decision of three (3) arbiters, one to be chosen by one each of the parties hereto and the third by the two so chosen. The award of the majority of such arbitrators shall be final and conclusive on the parties.
6. Duration and Effect of Agreement. Notwithstanding the above, the Agreement shall automatically terminate and be of no further force and effect upon the removal of all or substantially all of the improvements currently located on the Jensen Property. It is the intention of the parties that this Agreement shall terminate at such time as the Encroachments are no longer necessary for the current use of the Jensen Property. This Agreement shall be perpetual in effect, and the benefits and obligations of the covenants herein shall run with both parcels of land hereinabove described and shall bind the respective parties hereto, their heirs, legal representatives and assigns, but this Agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

MVP PARTNERSHIP, a Nebraska general
partnership

By David Underwood
David L. Underwood, a General Partner

"JENSEN"

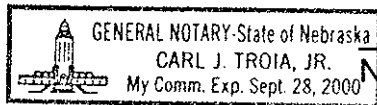
William R. Jensen
William R. Jensen

Mary Jensen
Mary Jensen

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 26th day of APRIL, 2000, personally appeared DAVID L. UNDERWOOD, to me known to be the identical person who executed the within and foregoing instrument as General Partner of MVP Partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

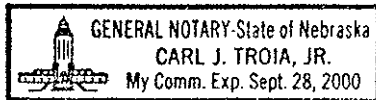


Carl J. Troia, Jr.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 26th day of APRIL, 2000, personally appeared WILLIAM R. JENSEN and MARY JENSEN to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



Carl J. Troia, Jr.

Notary Public

EXHIBIT "A"

Lots 1 and 2, in Miracle Village, an Addition to the City of Omaha, Douglas County, Nebraska, located in the Southwest Quarter of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, EXCEPT that part of Lot 2 being described as follows: Beginning at the Southwest corner of Lot 2, Miracle Village; thence N 11°11'45" E, along the East R.O.W. of 120th Street, 137.00 feet; thence S 78°48'15" E, 210.79 feet to a point on the East line of said Lot 2, Miracle Village; thence S 28°13'59" W along said East line, 109.64 feet to the Southeast corner of said Lot 2; thence N 89°00'41" W along the North R.O.W. of Webster Street, 181.53 feet to the point of beginning.

EXHIBIT "B"


That part of Lot 2, in MIRACLE VILLAGE, an Addition to the City of Omaha, Douglas County, Nebraska, located in the Southwest Quarter of Section 127, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of Lot 2, Miracle Village; thence N 11°11'45" E, along the East R.O.W. of 120th Street, 137.00 feet; thence S 78°48'15" E, 210.79 feet to a point on the East line of said Lot 2, Miracle Village; thence S 28°13'59" W along said East line, 109.64 feet to the Southeast corner of said Lot 2; thence N 89°00'41" W along the North R.O.W. of Webster Street, 181.53 feet to the point of beginning.


Project No. 991367

EXHIBIT "C"


DESCRIPTION & SKETCH

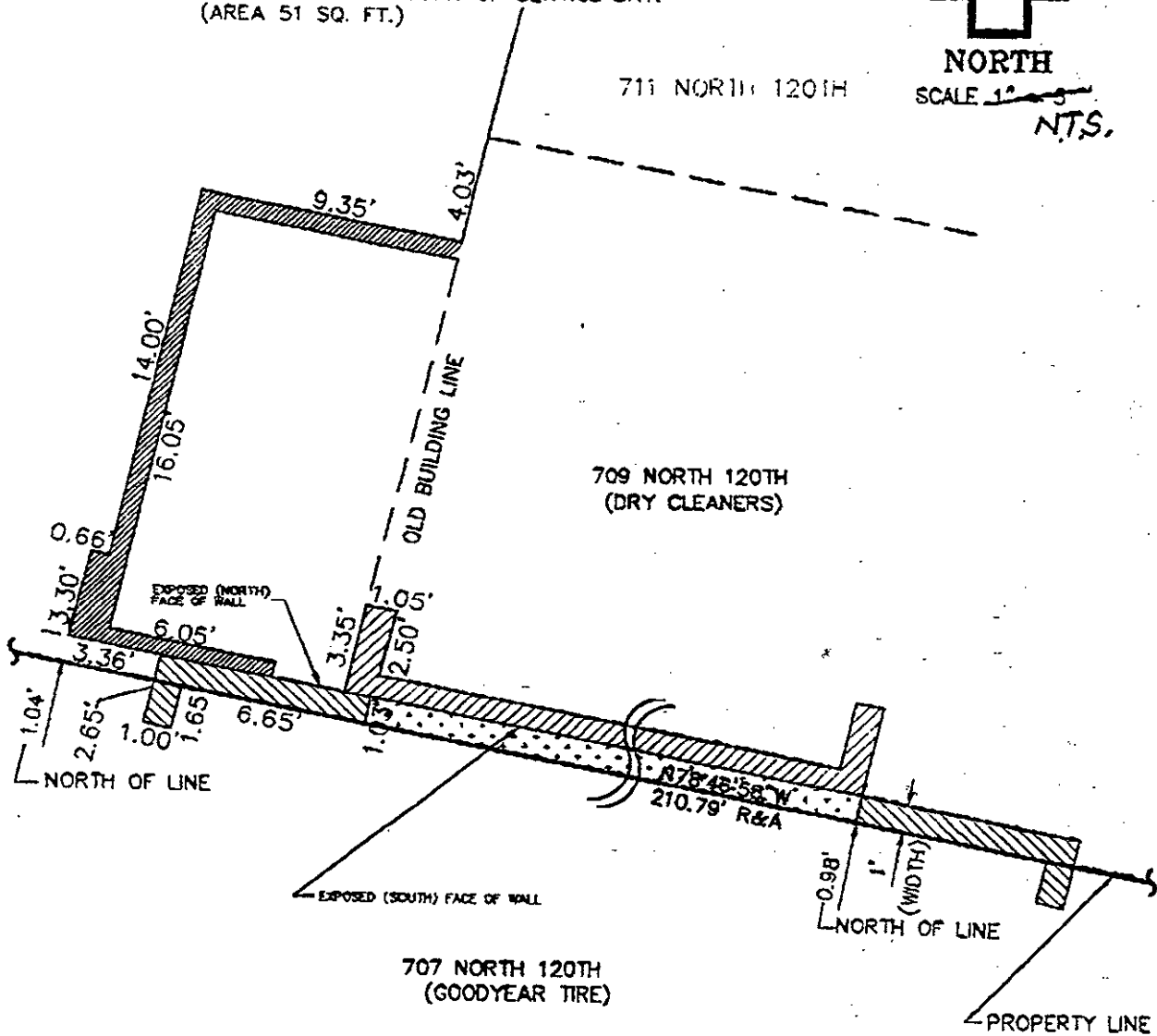
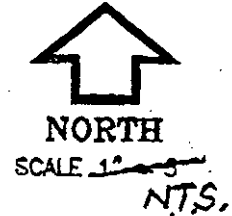
LEGEND: CROSS HATCH KEY

 BUILDOUT OF DRY CLEANERS

 GOODYEAR WALL

 M.V.P. WALL

 AREA OF M.V.P. PROPERTY BEING USED BY GOODYEAR AS PART OF SERVICE BAY. (AREA 51 SQ. FT.)



Date: 2/18/00

**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631

**MORTGAGEE'S JOINDER,
ACKNOWLEDGMENT AND CONSENT**

FOR VALUE RECEIVED this 3RD day of May, 2000, the undersigned INDIANAPOLIS LIFE INSURANCE COMPANY ("Beneficiary"), as the holder of the following deed of trust covering that Property which is described in Exhibit "A" to the Agreement ("Deed of Trust"):

Deed of Trust Assignment of Rents and Security Agreement and Fixture Filing dated February 24, 2000 given by MVP Partnership, a Nebraska general partnership in favor of Beneficiary and recorded in the Mortgage Records of Douglas County, Nebraska on February 25, 2000 in Book 5973 Page 413.

does hereby acknowledge and consent to the within and foregoing Agreement and does hereby agree that any foreclosure, deed in lieu of foreclosure, or any sale under any of the Deed of Trust will be made subject to the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Joinder, Acknowledgment and Consent to the Agreement as of the day and year first written above.

BENEFICIARY:
INDIANAPOLIS LIFE INSURANCE COMPANY,

By Wesley M McDivitt

STATE OF IN)
) ss.
COUNTY OF MANION)

On this 3 day of May, 2000, before me, a Notary Public, duly commissioned, qualified and acting, within and for said county and said state, appeared in person the within named person, Wesley M McDivitt, to me personally well known, who stated that he is the Vice Pres. for the Beneficiary, Indianapolis Life Insurance Company and was duly authorized in this capacity to execute the foregoing instrument for and in the name and on behalf of said Beneficiary, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

Janet L Miles
Notary Public

My commission expires:
JANET L MILES
NOTARY PUBLIC STATE OF INDIANA
JOHNSON COUNTY
MY COMMISSION EXP. NOV. 1, 2006

MORTGAGEE'S JOINDER,
ACKNOWLEDGMENT AND CONSENT

FOR VALUE RECEIVED this 10 day of May, 2000, the undersigned Norwest Bank Nebraska, National Association ("Beneficiary"), as the holder of the following deed of trust covering that Property which is described in Exhibit "B" to the Agreement ("Deed of Trust"):

Deed of Trust dated August 12, 1988 given by William R. Jensen and Mary Jensen, husband and wife, in favor of Beneficiary and recorded August 15, 1988 in the Mortgage Records of Douglas County, Nebraska in Book 3265, Page 31

does hereby acknowledge and consent to the within and foregoing Agreement and does hereby agree that any foreclosure, deed in lieu of foreclosure, or any sale under any of the Deed of Trust will be made subject to the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Joinder, Acknowledgment and Consent to the Agreement as of the day and year first written above.

BENEFICIARY:

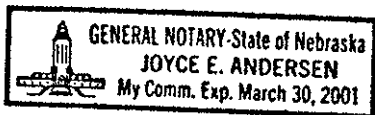
NORWEST BANK NEBRASKA, NATIONAL
ASSOCIATION

By Gerald J. Lenczowski
Gerald J. Lenczowski, V.P.

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 10 day of May, 2000, before me, a Notary Public, duly commissioned, qualified and acting, within and for said county and said state, appeared in person the within named person, Gerald J. Lenczowski, to me personally well known, who stated that he is the v.p. for the Beneficiary, Norwest Bank Nebraska, National Association and was duly authorized in this capacity to execute the foregoing instrument for and in the name and on behalf of said Beneficiary, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.



Joyce E. Andersen
Notary Public

My commission expires: 3-30-01