

EASEMENT AND AGREEMENT

THIS AGREEMENT made as of the 3rd day of March, 1969, by and between L. J. NEWMAN, hereinafter referred to as "Party of the First Part", and THE OMAHA NATIONAL BANK, TRUSTEE, of Omaha, Nebraska, hereinafter referred to as "Party of the Second Part".

W I T N E S S E T H :

WHEREAS, Party of the First Part is the fee owner of certain land situated in the City of Omaha State of Nebraska shown as tract 1 on the plot plan attached hereto and made a part hereof as Exhibit "A", which Tract 1 is more particularly described in Schedule 1 hereof; and

WHEREAS, Party of the Second Part is the fee owner of certain land situated in the City of Omaha, State of Nebraska, shown as Tract 2 on Exhibit "A", which Tract 2 is more particularly described in Schedule 2 hereof; and

WHEREAS, the parties hereto are mutually desirous of creating certain reciprocal rights, easements and restrictions as hereinafter set forth, the same being intended to be covenants running with the land and to bind and inure to the benefit of Tract 1 and Tract 2, which Tracts taken collectively are hereinafter referred to as the "Premises", respectively.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each to the other, the receipt whereof is hereby acknowledge, the parties hereto mutually covenant and agree as follows:

1. The parties acknowledge that there is indicated on Exhibit "A" certain areas as parking, driving and service areas, and access ways or routes thereon (all of which said areas are hereinafter collectively called "Common Areas"). It is understood and agreed that all of the aforesaid Common Areas shall be used and enjoyed in common for the respective

intended purposes indicated on Exhibit "A", namely, parking, driving, service areas and access ways, and easements and rights for such purposes are hereby granted from each party to the other, their respective heirs, successors, assigns and permittees. Neither party shall construct any fence, barriers or other obstructions within or between the aforesaid tract other than may be permitted herein, or as shown on Exhibit "A".

The parties covenant and agree, each with the other, that they will prohibit the parking of their employees, and the employees of any Lessee or occupier of their respective premises, from parking upon the real estate owned by the other.

This instrument does not constitute a dedication for public use, and no person other than as specifically set forth herein is intended to be benefited hereby.

Each fee owner of any portion of the premises shall be obligated to construct, operate, maintain and repair all portions of the common areas located on the portion of the premises owned in fee by it, in such manner that such common areas shall be useable for their respective intended purposes and in accordance with good and generally accepted standards of operation of similar real estate developments.

This agreement is declared to and does inure to the benefit of and shall be binding upon the successors and assigns of any fee interest in the land constituting the premises, for the periods hereinafter expressed, it being expressly intended that the respective easements and rights and obligations hereunder shall run with the entire premises and any and all portions thereof, and that each person, firm or corporation succeeding to the interest of the parties hereto, as the case may be, at any time and from time to time, shall be deemed, by taking such interest in the fee of the premises, to have covenanted to comply with all the obligations

hereof, respectively, on the part of the party hereto to be performed hereunder.

The term of this agreement and the duration of the rights, restrictions and obligations created hereby, shall be fifty-five (55) years from the date of execution hereof, and at the expiration of said period, the rights and obligations of the parties hereto, and their delegates and successors shall cease and determine.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their names the day and year first above written.

J. J. [Signature]
Party of the First Part

Omaha National Bank Trustee
Party of the Second Part
by Richard H. Miller, Pres.

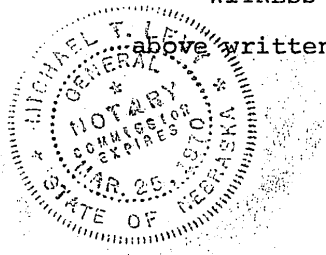
STATE OF)
) SS.
COUNTY OF)

On this 28 day of February, 19 , before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came Richard H. Miller, ~~President and Trust~~

Officer, ~~Secretary~~ of The Omaha National Bank a Corporation, to me personally known to be the ~~President and~~ Trust Officer

~~Secretary~~ and the identical persons whose names ~~are~~ ^{is} affixed to the above and foregoing instrument, and acknowledged the execution thereof to be ~~their~~ ^{his} voluntary act and deed as such officer and the voluntary act and deed of said corporation and the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal the day and year last above written at Omaha, in said County.

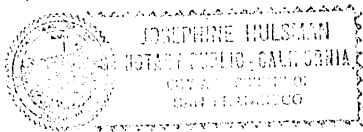


Michael T. Levy
Notary Public

STATE OF *California*)
CITY AND) SS.
COUNTY OF SAN FRANCISCO

On this 18th day of December, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came _____
L. James Newman, to me known to be the identical person whose name is affixed to the foregoing instrument, and acknowledges the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Josephine Kulcsman

Notary Public
Josephine KULCSMAN
My Commission Expires Nov. 4, 1971

TRACT I. A tract of land in Lots 36 and 37, Marshall and Pahl Addition, being a subdivision of part of the north half (N½) of the Northeast Quarter (NE) of Section 34, Township 15, Range 12 East of the 6th P.M., Douglas County, Nebraska, bounded and described as follows:

Beginning at the northeast corner (NE Cor.) said Lot 37, being a point fifty feet (50') South and fifty feet (50') west of the Northeast corner (NE Cor.) of said Northeast Quarter (NE¼) and the Southwest Corner (SW Cor.) of the intersection of 84th Street and West Center Road; thence south along the West line of 84th Str. one hundred sixty-six feet (166') to a point; thence West one hundred ninety-eight feet (198'); thence South one hundred fifty-one feet (151') to a point; thence West one hundred forty-eight feet (148') to a point; thence North three hundred seventeen feet (317') more or less to a point on the south line of West Center Road; thence East along said South line three hundred forty-six feet (346') more or less to the point of beginning.

TRACT II. And, an easement for ingress and egress to and from the first described tract over and across the following described tract in Lots 37 and 38, Marshall and Pahl Addition, to-wit:

Beginning at a point on the west property line of 84th Street three hundred seventeen feet (317') south of the Northeast corner of the above described tract; thence west, parallelling the south line of the above described tract, a distance of two hundred sixty feet (260'); thence south thirty-six feet (36'); thence east two hundred sixty feet (260') more or less to the west line of 84th Str.; thence North along said line thirty-six feet (36') more or less to the point of beginning.

TRACT III. Beginning at a point on the West property line of 84th Street one hundred and sixty six feet (166') south of the Northeast corner of Lot 37; thence West a distance of one hundred and ninety eight feet (198'); thence south a distance of one hundred and fifty one feet (151'); thence East a distance of one hundred and ninety eight feet (198'); thence a distance of one hundred and fifty one feet (151') north to the point of beginning.

TRACT IV, and easement. Beginning at the southeast corner of Lot 38, thence North a distance of 258.8 ft. to a point, thence west 80 feet to a point, thence south 258.8 feet to a point, thence east 80 feet to the point of beginning;

~~All of the North One-half of the North east one quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, Lots 1-6 and 28-38 Marshall and Pahl Addition to the City of Omaha but excepting therefrom the following described property:~~

TRACT I. A tract of land in Lots 36 and 37, Marshall and Pahl Addition, being a subdivision of part of the north half (N $\frac{1}{2}$) of the Northeast Quarter (NE) of Section 34, Township 15, Range 12 East of the 6th P.M., Douglas County, Nebraska, bounded and described as follows:

Beginning at the northeast corner (NE Cor.) said Lot 37, being a point fifty feet (50') South and fifty feet (50') west of the Northeast corner (NE Cor.) of said Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Corner (SW Cor.) of the intersection of 84th Street and West Center Road; thence south along the West line of 84th Str. one hundred sixty-six feet (166') to a point; thence West one hundred ninety-eight feet (198'); thence South one hundred fifty-one feet (151') to a point; thence West one hundred forty-eight feet (148') to a point; thence North three hundred seventeen feet (317') more or less to a point on the south line of West Center Road; thence East along said South line three hundred forty-six feet (346') more or less to the point of beginning.

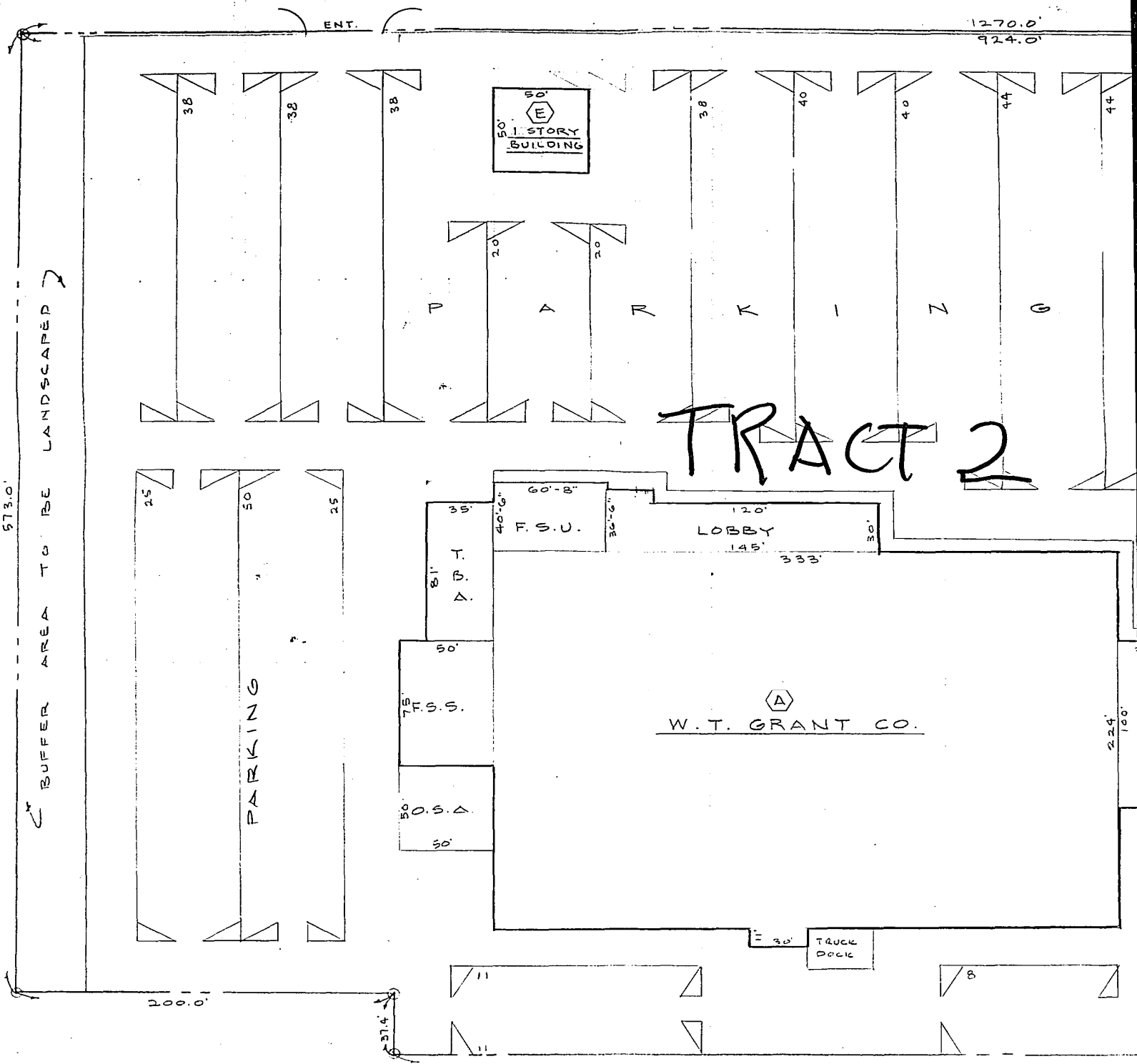
TRACT II. And, an easement for ingress and egress to and from the first described tract over and across the following described tract in Lots 37 and 38, Marshall and Pahl Addition, to-wit:

Beginning at a point on the west property line of 84th Street three hundred seventeen feet (317') south of the Northeast corner of the above described tract; thence west, parallelling the south line of the above described tract, a distance of two hundred sixty feet (260'); thence south thirty-six feet (36'); thence east two hundred sixty feet (260') more or less to the west line of 84th Str.; thence North along said line thirty-six feet (36') more or less to the point of beginning.

TRACT III. Beginning at a point on the West property line of 84th Street one hundred and sixty six feet (166') south of the Northeast corner of Lot 37; thence West a distance of one hundred and ninety eight feet (198'); thence south a distance of one hundred and fifty one feet (151'); thence East a distance of one hundred and ninety eight feet (198'); thence a distance of one hundred and fifty one feet (151') north to the point of beginning.

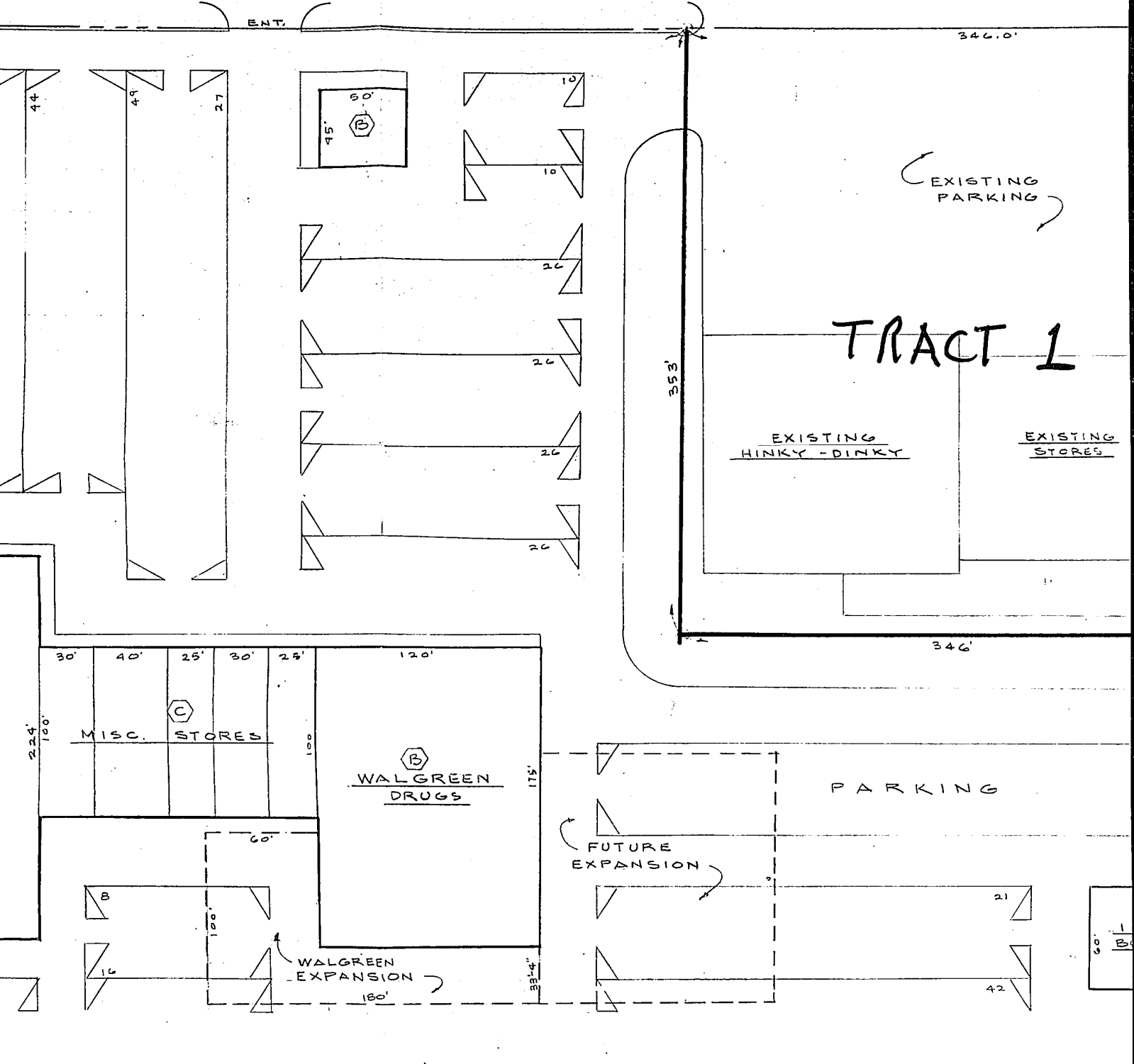
TRACT IV, and easement. Beginning at the southeast corner of Lot 38, thence North a distance of 258.8 ft. to a point, thence west 80 feet to a point, thence south 258.8 feet to a point, thence east 80 feet to the point of beginning;

E WEST CENTER



TRACT 2

ER ROAD



LOT PLAN 

SCALE 1" = 50'

RECEIVED

1969 MAR 3 PM 3 48

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NBER.

Book and filed
number of

Recorded in
Mues

474
159

Color

Recorded in

BY *Gaines Spittler*
DATE *10/28/1977*

Number of Pages *1*
Fee *1.00*
Computed

70-101
3

58 Mues