

11/1/18

COVENANT

This agreement is entered into by and between Kimco Addition, Inc., a corporation, hereinafter referred to as "Kimco", and Rose E. Jarrett, a single person, hereinafter referred to as "Jarrett".

WHEREAS, Kimco is the owner of the following described real estate:

Lots 1 through 19 and Lot 21, Block 1, Kimco Industrial Park, Lincoln, Lancaster County, Nebraska,

(hereinafter referred to as the "Kimco Property"); and,

WHEREAS, Jarrett is the owner of the following described real estate:

Lots 114 and Lot 124, Irregular Tracts in the NE 1/4 of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska,

(hereinafter referred to as the "Jarrett Property"); and,

WHEREAS, said properties have common boundaries at which disputes have arisen as to drainage problems;

NOW, THEREFORE, in an effort to resolve those drainage problems, the parties hereby mutually covenant and agree as follows:

1. Kimco shall be responsible for constructing, operating and maintaining a drainageway along the western property line of the Kimco Property commencing at the northwest corner of Lot 18, Block 1, Kimco Industrial Park, and thence south along the western boundary of the Kimco Property and continuing south through Lot 104, Irregular Tracts in the NE 1/4 of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, pursuant to the existing easement recorded as Instrument No. 80-23427 in the Register of Deeds, and continuing to the main ditch along the north side of the fairground road. Said drainageway shall provide for the drainage of water in a north to south direction and shall provide access to handle storm water runoff from the Jarrett Property.

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2. Kimco agrees at its expense to rework the guttering on the existing building on Lots 18 and 19, Block 1, Kimco Industrial Park, so that the drainage from said guttering empties primarily to the west and/or east and covenants not to allow guttering to empty drainage to the north of said building.

3. Kimco agrees to take reasonable steps toward insuring that water will not be allowed to stand on the Kimco Property in those areas that are adjacent to the Jarrett Property.

4. The drainageway and the reguttering shall be constructed and completed on or before July, 1983.

5. This agreement shall be binding upon the parties, their heirs, assigns and successors, and shall run with the land. Enforcement of these covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation or to recover damages.

6. The effective date of this agreement is August 21, 1983.

KIMCO ADDITION, INC., a corporation

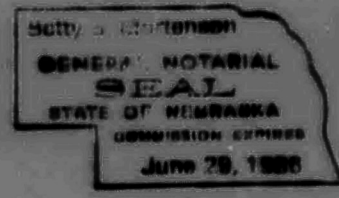
By: [Signature]  
Title: [Signature]

[Signature]  
Rose E. Jarrett, a single person

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF LANCASTER )

The foregoing Covenant was acknowledged before me this 21 day of August, 1983, by [Signature], the [Signature] of Kimco Addition, Inc., a corporation, on behalf of the corporation.

Notary Public





STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing Covenant was acknowledged before me  
this 21<sup>st</sup> day of August, 1983, by Rose E. Jarrett,  
a single person.

Jean L. Uhrmacher  
Notary Public



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