

### AGREEMENT FOR EASEMENT

THIS AGREEMENT entered into this 16<sup>th</sup> day of October, 2019, by and between 1213 Jones, LLC ("1213 Jones"), a Nebraska limited liability company, and Warren Developments, LLC, ("Warren Developments"), a Nebraska limited liability company;

WHEREAS, the parties have an interest in adjoining real estate situated in the City of Omaha, Douglas County, Nebraska; and

WHEREAS, 1213 Jones is the owner of the following described particular portion of property which is depicted as Tract A on the attached Exhibit "A-1" and incorporated herein by this reference:

The West 10.00 Feet of the East 58.00 Feet of the North Half of Lot 3, Block 194, in the Original City of Omaha, Douglas County, Nebraska (hereinafter "Tract A")

and;

WHEREAS, Warren Developments is the owner of the following described portion of property which is depicted as Tract B on the attached Exhibit "A-1" and incorporated herein by this reference:

The West 8.00 Feet of the North Half of Lot 3, Block 194, and the East 7.00 Feet of the North Half of Lot 4, Block 194, in the Original City of Omaha, Douglas County, Nebraska.(hereinafter "Tract B")

and;

WHEREAS, 1213 Jones desires to grant unto and for the benefit to Warren Developments and future owners and occupants of Tract B an access easement for vehicular ingress and egress (but not parking) over, through and across the area depicted as Tract A on the attached Exhibit "A-1"; and

WHEREAS Warren Developments desires to grant unto and for the benefit to 1213 Jones and future owners of Tract A an access easement for vehicular ingress and egress (but not

Return to: Amy Jorgensen  
3114 St. Mary's Avenue  
Omaha, NE 68105

parking) over, through and across the area depicted as Tract B on the attached Exhibit "A-1".

NOW, THEREFORE, for good and valuable consideration the parties hereby covenant and grant easements as follows:

1. Grant. 1213 Jones does hereby grant unto Warren Developments and unto the owners and occupants, from time to time, of the property set forth in Tract B, an access easement for vehicular ingress and egress (but not parking) in, over, through and across the particular portion of property which is depicted as Tract A on the attached Exhibit "A-1" and incorporated herein by this reference.
2. Grant. Warren Developments does hereby grant unto 1213 Jones and unto the owners and occupants, from time to time, of the property set forth in Tract A, an access easement for vehicular ingress and egress (but not parking) in, over, through and across the particular portion of property which is depicted as Tract B on the attached Exhibit "A-1" and incorporated herein by this reference.
3. Reservation of Use. 1213 Jones may, and reserves the right to, use the surface and subsurface of the Tract A easement area, subject to the right of Warren Developments to use the same for the purposes described herein. Warren Developments may, and reserves the right to, use the surface and subsurface of the Tract B easement area, subject to the right of 1213 Jones to use the same for the purposes described herein. No party to this Agreement shall restrict or impede the others reasonable use of that party's respective access easement.
4. Maintenance and Insurance. 1213 Jones and Warren Developments shall each provide its own maintenance and repair on its own respective real property and provide its own insurance to cover its own liability and its insurable interests on its own respective real property and neither party shall be required to contribute to the cost of the other party's maintenance or insurance.
5. Indemnification. Warren Developments agrees to indemnify and hold harmless 1213 Jones, its employees, agents, and invitees from and against any and all liability, cause of action, claims, and expenses for personal injury or property damage arising out of and/or associated with the use of the access easement by Warren Developments and its employees, agents, and invitees.

1213 Jones agrees to indemnify and hold harmless Warren Developments, its employees, agents, and invitees from and against any and all liability, cause of action, claims, and expenses for personal injury or property damage arising out of and/or associated with the use of the access easement by 1213 Jones and its employees, agents, and invitees.

- 6. Binding Agreement. This Agreement shall run with the land and shall be binding upon and inure to the benefit of each of the parties referred to in this Agreement above, and each of their respective heirs, personal representatives, successors and assigns.
- 7. Termination of Agreement for Easement. The term of this Agreement shall begin upon the date of mutual execution hereof and shall terminate upon a party to this Agreement giving sixty (60) days notice to the other party of terminating the Agreement for Easement. Upon expiration of the sixty (60)-day notice period, this Agreement for Easement shall be terminated and the party giving the termination notice agrees to execute, deliver and record a release or termination of this Easement.

IN WITNESS WHEREOF, the parties hereto have caused the presents to be executed on the day and year first above written.

1213 JONES, LLC, a Nebraska limited liability company

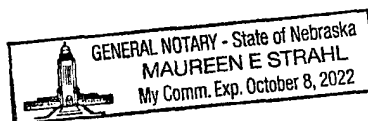
BY: Albert Macchietto  
Albert Macchietto, Managing Member

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 16th day of October, 2019, before me, a Notary Public in and for said County, personally came Albert Macchietto, Managing Member of 1213 Jones, LLC, a Nebraska limited liability company, and Albert Macchietto, Managing Member of 1213 Jones, LLC to me personally known to be the member of said limited liability company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such member and the voluntary act and deed of said Limited Liability Company.

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

Maureen E Strahl  
Notary Public



WARREN DEVELOPMENTS, LLC, a  
Nebraska limited liability company

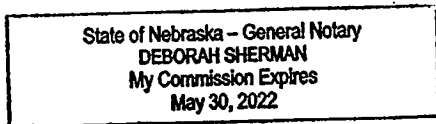
BY: [Signature]  
Robert Schlott  
Printed Name

CEO  
Title

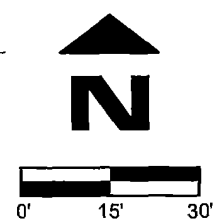
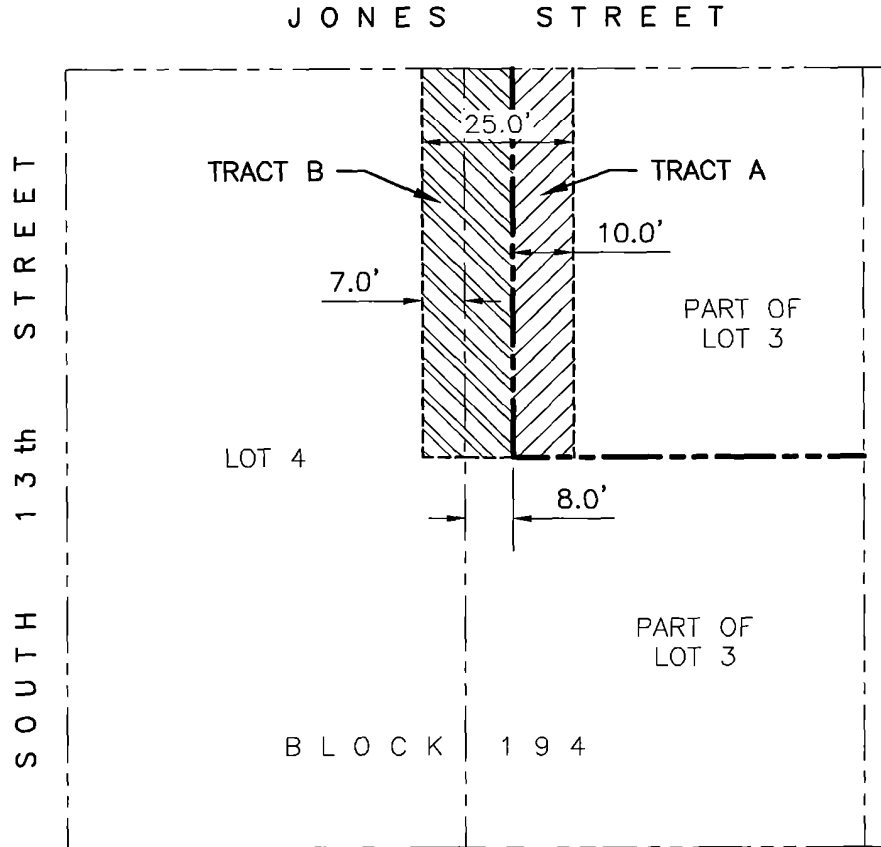
STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 22 day of October, 2019, before me, a Notary Public in and for said County, personally came Robert Schlott, Managing Member of Warren Developments, LLC, a Nebraska limited liability company, and Robert Schlott, Managing Member of Warren Developments, LLC to me personally known to be the member of said limited liability company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such member and the voluntary act and deed of said Limited Liability Company.

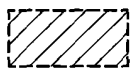
WITNESS my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

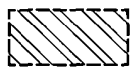


**LEGAL DESCRIPTION**



TRACT A:

THE WEST 10.00 FEET OF THE EAST 58.00 FEET OF THE NORTH HALF OF LOT 3, BLOCK 194, IN THE ORIGINAL CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA TOGETHER WITH



TRACT B:

THE WEST 8.00 FEET OF THE NORTH HALF OF LOT 3, BLOCK 194, AND THE EAST 7.00 FEET OF THE NORTH HALF OF LOT 4, BLOCK 194, IN THE ORIGINAL CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.



Job Number: 748-19-1EX  
 thompson, dresden & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: OCTOBER 8, 2019  
 Drawn By: BJH  
 Reviewed By: MTC  
 Revision Date:

**EXHIBIT A-1**

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