



BK 0859 PG 604



MISC 1988 14015

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 29th day of June, 1988 by and between WARREN DISTRIBUTION, INC., a Nebraska corporation with an address of 727 South 13th Street, Omaha, Nebraska 68102 ("Warren"), and ALTERNATIVE WORK SITE, INC., a Nebraska nonprofit corporation with an address of 614 South 11th Street, Omaha, Nebraska 68102 ("Worksite").

WITNESSETH:

WHEREAS, Worksite has entered into a Real Estate Purchase Agreement dated March 18, 1988 to purchase the real property located at 712 South 12th Street, Omaha, Nebraska, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Worksite Property"); and

WHEREAS, Warren is the owner of real property adjacent to the Worksite Property located at 727 South 13th Street, Omaha, Nebraska, and legally described in Exhibit "B" attached hereto and made a part hereof (the "Warren Property"); and

WHEREAS, a survey of the Worksite Property by Thomson, Dreessen & Dorner dated March 31, 1988, the relevant portion of which is reproduced and attached hereto as Exhibit "C" and made a part hereof (the "Survey"), indicates that the building located on the Worksite Property (the "Worksite Building") includes certain structures on the west side of the Worksite Building which appear to encroach upon the Warren Property (such structures, as shown by the Survey, being referred to herein as the "Pilasters"); and

WHEREAS, it is the desire of the parties hereto to enter into this Agreement to provide for the continued use and maintenance of the Pilasters;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Warren and Worksite agree as follows:

1. Grant of Easement. Warren hereby grants and conveys to Worksite, and Worksite hereby grants and conveys to Warren, a perpetual easement (the "Easement") on, over, under and across the real property described in Exhibit "D" attached hereto and made a part hereof for the use, access to, maintenance and preservation of the Pilasters upon the terms and conditions contained in this Agreement.

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1988 AUG 24 AM 9:49
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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2. - Maintenance. Worksite shall maintain the Pilasters as may be necessary to ensure the structural integrity of the Pilasters, and Warren hereby grants to Worksite the right of access to the Pilasters through the building located on the Warren Property (the "Warren Building") at reasonable times for the purposes of the inspection, maintenance, modification and improvement of the Pilasters. All costs of any inspection, maintenance, modification, improvement, repair or rebuilding of the Pilasters by Worksite (any of the same being "Maintenance") shall be the sole responsibility of Worksite, so long as such Maintenance is not necessitated by any intentional or negligent act or omission of Warren. Warren shall notify Worksite promptly upon obtaining actual knowledge that any Maintenance may be needed or desirable, provided that nothing contained herein shall be construed as imposing any duty upon Warren to inspect or perform any Maintenance on the Pilasters. It is expressly agreed that neither Warren nor Worksite shall remove or in any way alter the Pilasters, and no Maintenance shall be performed, in any manner which would adversely affect the structural integrity of the Worksite Building or the Warren Building without the prior written consent of the party whose building would be thus adversely affected.

3. Indemnity. Any and all liability for personal injury to any party or property damage arising out of Maintenance or the negligent omission thereof (including, without limitation, to Warren or the Warren Building) shall be the responsibility of Worksite, and Worksite shall cause its policies of liability insurance to include coverage with respect to such liability unless such coverage absolutely cannot be obtained. Worksite hereby agrees to indemnify and hold harmless Warren against any and all liability arising out of Maintenance or the negligent omission thereof, provided that such liability is not attributable to the intentional or negligent acts or omissions of Warren.

4. Term. For purposes of this Agreement, "perpetual easement" shall mean that the Easement and this Agreement shall remain in effect for so long as the Pilasters are in existence and are useful to the structure of the Worksite Building and/or the Warren Building.

5. Binding Effect. The Easement and this Agreement shall run with the land and shall be binding upon, and inure to the benefit of, Warren and Worksite and their respective successors, heirs, assigns and transferees as if the same were parties hereto, provided, however, that this Agreement shall not be recorded by Worksite and shall be of no force or effect whatsoever unless and until Worksite acquires title to

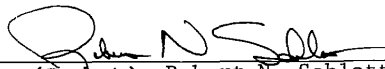
the Worksite Property, at which time it may be recorded by Worksite at the cost of Worksite and shall be of full force and effect as provided herein.

6. Prior Encumbrances. The parties hereto acknowledge that the Warren Property is subject to certain financing documents which impose a lien or liens on the Warren Property prior to this Agreement. Warren agrees not to impede any efforts of Worksite to have this Agreement and the Easement granted hereby made superior to such prior interests and/or to obtain the consent of the holder of any such prior interest to this Agreement. If any holder of such a prior interest has the right and power to object to the grant herein and declares Warren to be in default because of the execution hereof such that Warren can avoid materially adverse consequences and cure such default only by revising or rescinding this Agreement, then Worksite shall execute such documents as may reasonably be necessary to effect such mandatory revision or rescission of this Agreement.

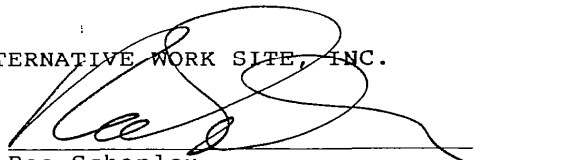
7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The captions of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Should any one or more of the provisions of this Agreement be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. This Agreement may not be amended except by an instrument in writing and signed by both Warren and Worksite.

IN WITNESS WHEREOF, Warren and Worksite have caused this Agreement to be executed by their duly authorized and empowered representatives as of the date first written above.

WARREN DISTRIBUTION, INC.

By 
Name (Print) Robert N. Schlott
Title President

ALTERNATIVE WORK SITE, INC.

By 
Ree Schonlau,
Executive Director

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me on this 29th day of June, 1988 by Robert N. Schlott, President of Warren Distribution, Inc., a Nebraska corporation, on behalf of the corporation.

Sue A. Meyer
Notary Public

My Commission expires:

April 10, 1989



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me on this 6th day of July, 1988 by Ree Schonlau, executive director of Alternative Work Site, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Stacy Z. Weber
Notary Public

My Commission expires:

June 12, 1991

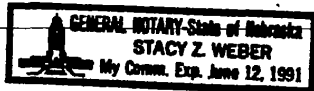


EXHIBIT A

WORKSITE PROPERTY

The South 63.4 feet of the East 11.95 feet of Lot 6, and all of Lots 7 and 8, Block 194, City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT B

WARREN PROPERTY

Beginning at a point formed by the intersection of the Easterly line of 13th Street with the Northerly line of Leavenworth Street; thence in a Northerly direction along the Easterly line of a public alley; thence in an Easterly direction along the Southerly line of the said public alley 132 feet to a point; thence at right angles in a Southerly direction 68.6 feet to a point; thence at right angles in a westerly direction 11.95 feet to a point; thence at right angles in a Southerly direction 63.4 feet to a point on the Northerly line of Leavenworth Street; thence in a Westerly direction 120.05 feet to the point of beginning, being all of Lot 5 and a part of Lot 6, in Block 194, City of Omaha, Douglas County, Nebraska, as surveyed and lithographed.

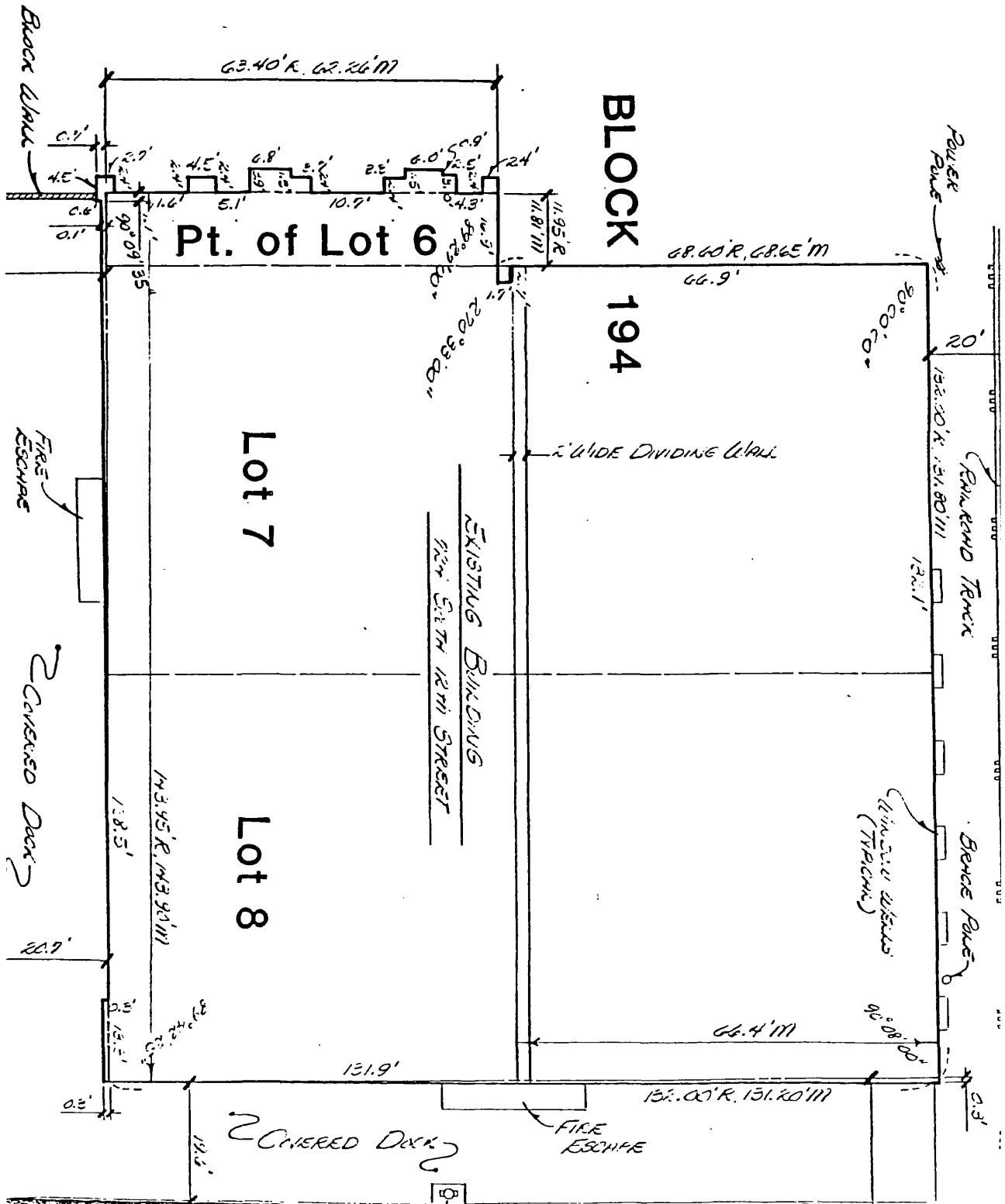


EXHIBIT D

EASEMENT

The West 5.00 feet of the East 16.95 feet of the South 63.4 feet of Lot 6, Block 194, Original City of Omaha, Douglas County, Nebraska, as surveyed and lithographed.