
(The above space for use of Register of Deeds)

Upon recording, return to:
Schemmer 1044 N
115th Street Ste 300
Omaha, NE. 68154
Phone: (402) 496-4800

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS, EGRESS, EASEMENT AGREEMENT (this "Agreement") is entered into this 15 day of July 2021 ("Effective Date"), by Sandy and Burton Christopherson and the owners of Lot 1 Fort Crest Commercial Plaza Replat 3. Sandy and Burton Christopherson are the owners of Lot 2 Fort Crest Commercial Plaza Replat 3 are collectively referred to in this Agreement as the "Parties".

RECITALS

WHEREAS, Sandy and Burton Christopherson own that certain real property commonly known as 10344 Fort Street, Omaha, Nebraska and legally described as Fort Crest Commercial Plaza Replat 3;

WHEREAS, Sandy and Burton Christopherson owns that certain real property legally described as Fort Crest Commercial Plaza Replat 3, Omaha, Nebraska;

WHEREAS, Sandy and Burton Christopherson desire a non-exclusive right of vehicular ingress and egress on, over, and across Lot 1 Fort Crest Commercial Plaza Replat 3 legally described and generally depicted in Exhibit "A", attached hereto and incorporated herein ("Lot 1 Easement Area");

WHEREAS, the Parties each desire to enter into this Agreement to grant the rights set forth above, as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and agree as follows:

vsn.

1. **Access Easement.** Subject to the terms and conditions of this Agreement:

Sandy and Burton Christopherson hereby grant to Lot 2 Fort Crest Commercial Plaza Replat 3 for the use by Lot 2 Fort Crest Commercial Plaza Replat 3 and by their successors, assigns, tenants, employees, contractors, agents, representatives, guests, and invitees a non-exclusive perpetual right of access on, over, and across the Lot 1 Fort Crest Commercial Plaza Replat 3 Easement Area for the purpose of reasonable vehicular ingress and egress (collectively, the "Lot 1 Access Easement"); and
2. **No Parking or Structures.** The Access Easement is *for* vehicular ingress and egress only. The Benefited Party shall not park vehicles in the Easement Area and either of the Parties may post appropriate signage to that effect and may, at its election, tow vehicles parked in the Easement Area. The Parties shall not place any structures or improvements in the Easement Areas, including, without limitation, fences, that may reasonably interfere with the Benefited Parties' use of the Access Easement. Either party may, at its election, remove any structures placed in the Easement Areas.
3. **Reservation of Rights.** Sandy and Burton Christopherson hereby reserve unto themselves, and to any successor owner or owners of the Lot 1, the right to utilize the Lot 1 Easement area for such purposes as Sandy and Burton Christopherson see fit in its sole discretion. Notwithstanding the foregoing, Sandy and Burton Christopherson agree that they shall not make any use of the Lot 1 Easement Area in any manner that would unreasonably conflict with or impair the ability of the Lot 2 Benefited Parties to exercise their rights under the Lot 1 Access Easement.
4. **Repair and Maintenance.** The Parties shall each be responsible to pay one-half (1/2) of all costs to maintain, operate, repair, and replace all or any part of the Easement Areas. The owners of Lot 1 shall repair and maintain the Easement Area and shall invoice the owners of Lot 2 for its share of such expenses: provided, however, The owners of lot 2, or its successors or assigns, shall be responsible for any repair and maintenance necessary as a result of damage caused by Lot 2 Benefited Parties as reasonably determined by the owners of Lot 1. The owners of Lot 2, or its successors or assigns, as applicable, shall reimburse JSHC within thirty (30) days of JSHC's demand for any costs or expenses incurred by the owners of Lot 1 for repairs or maintenance.
5. **Alterations.** Any amendment, modification, or termination to the easement shall require prior written consent of the City of Omaha.
6. **Taxes.** The owners of Lot 1 shall be exclusively responsible for any real property taxes for Lot 1 and Lot 1 Easement Area and shall indemnify Lot 2 for the same, and the owners of lot 2 shall be exclusively responsible for any real property taxes for Lot 2 and shall indemnify Lot 1 for the same.
7. **Indemnity.** Except to the extent arising from the negligence or willful misconduct of ~~the owners of Lot 1~~ or its respective employees, agents, guests, invitees, contractors, or subcontractors. The owners of Lot 2 shall indemnify and hold the owners of lot 1 harmless from and against any and all claims or suits for damages, liability, loss, expenses, causes of action, and judgments (including, but not limited to, reasonable attorneys' fees and legal expenses in connection with defending against any such Action, suit, or claim) arising from injury to or death of any person or loss of or damage to property arising out of the Lot 2 Benefited Parties' use of the Easement Area or exercise of the rights granted under this Agreement.
8. **Representations.** Sandy and Burton Christopherson represent and warrants that they own Lot 1 Fort Crest Commercial Plaza Replat 3 in fee simple, subject to easements, covenants, and restrictions of record. Sandy and Burton Christopherson represent and warrants that they own Lot 2 Fort Crest Commercial Plaza Replat 3 in fee simple, subject to easements, covenants, and restrictions of record. The Parties each represent that the individual executing this Agreement has been duly authorized to enter into this Agreement.
9. **Enforcement.** The provisions of this Agreement may be enforced by an action for injunctive relief, as well as by all other available remedies at *law* or in equity. No breach of any provision of this Agreement by any party shall give the other party the right to cancel, rescind, or otherwise terminate.

this Agreement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

10. Time is of the essence. Time shall be of the essence for the Parties performance under this Agreement.

11. Binding Effect. The Access Easement granted hereunder and all provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and may not be terminated without the written consent of both the Parties (or its successors or assigns, as the case may be).

12. Miscellaneous. This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement. This Agreement shall be construed and governed by the laws of the State of Nebraska. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof. The Recitals' provisions of this Agreement are incorporated herein by this reference. If any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited. This Agreement may be executed in one or more counterparts, all of which taken together shall be one original. Recitals of this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

By: [Signature] By: [Signature]
Sandy Christopherson AKA Sandra R. Christopherson Burton Christopherson

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of July 2021, Sandra R. and Burton G. Christopherson, who are personally known by me to be the identical persons whose names are affixed to the above instrument and acknowledge the instrument to be their voluntary act and deed for the for the purpose therein stated.

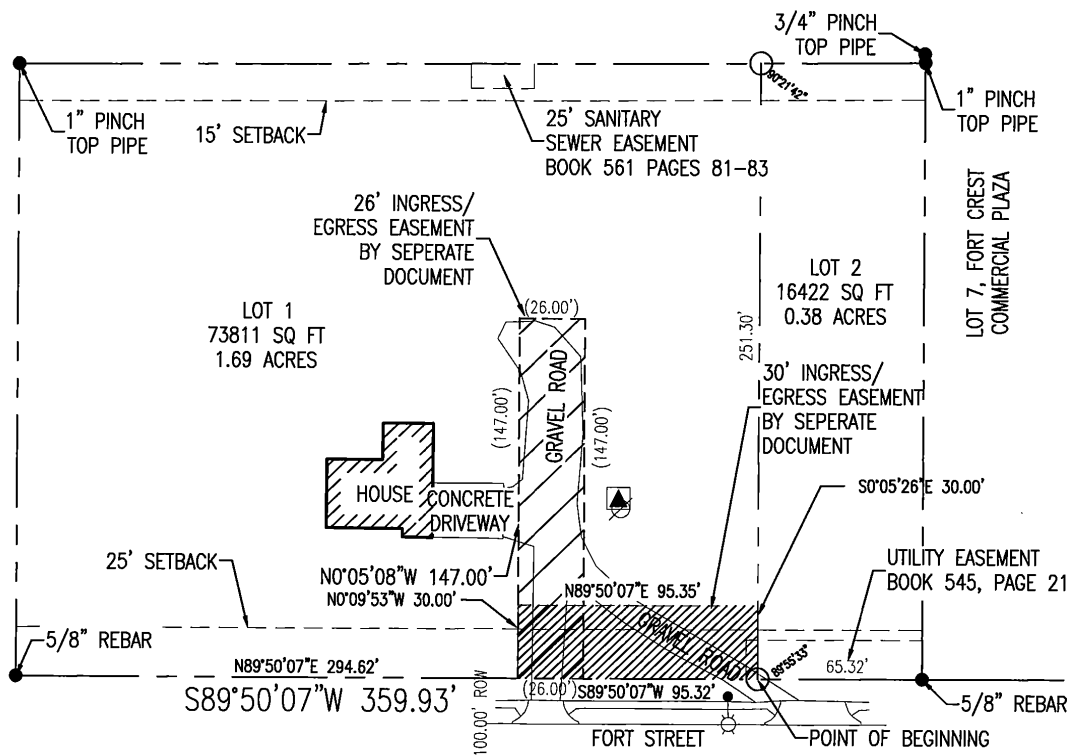
Witness my hand and Notarial Seal the day and year last above written.

Notary Seal:

[Signature]
NOTARY PUBLIC



EXHIBIT A INGRESS/ EGRESS EASEMENT FORT CREST COMMERCIAL PLAZA REPLAT 3



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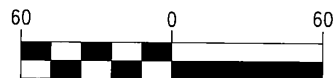
A 30.00 FOOT WIDE INGRESS/ EGRESS EASEMENT LOCATED IN LOT 1, FORT CREST COMMERCIAL PLAZA REPLAT 3, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTHEAST CORNER OF SAID LOT 1, FORT CREST COMMERCIAL PLAZA REPLAT 3, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 2, SAID FORT CREST COMMERCIAL PLAZA REPLAT 3, SAID CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FORT STREET; THENCE S89°50'07"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 1, FORT CREST COMMERCIAL PLAZA REPLAT 3, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF FORT STREET, A DISTANCE OF 95.32 FEET; THENCE N00°09'53"W, A DISTANCE OF 30.00 FEET; THENCE N89°50'07"E, A DISTANCE OF 95.35 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1, FORT CREST COMMERCIAL PLAZA REPLAT 3, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 2, FORT CREST COMMERCIAL PLAZA REPLAT 3; THENCE S0°05'26"E ALONG SAID EAST LINE OF LOT 1, FORT CREST COMMERCIAL PLAZA REPLAT 3, SAID LINE ALSO BEING THE WEST LINE OF LOT 2, SAID FORT CREST COMMERCIAL PLAZA REPLAT 3, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING

SAID 30.00 FOOT WIDE INGRESS/ EGRESS EASEMENT CONTAINS 2860 SQUARE FEET, OR 0.066 ACRES, MORE OR LESS.

SCHEMMER

Design with Purpose. Build with Confidence.



1 inch = 60 ft.