

99-26261

FILED SARPY CO. NE. Counter SA
 INSTRUMENT NUMBER Verify ✓
99 026261 D.E. ✓
 99 AUG 19 AM 9:55 Proof AK
 Fee \$ 42.00
 ok CASH PAY

Sharon J. Dowling Recorder Note
 REGISTER OF DEEDS Indexed in Lincoln
 Place First Platting

AGREEMENT

PARTIES:

AGREEMENT made this 16th day of August, 1999, by and between LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, ("Grantor") in favor of LINCOLN PLACE HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation ("Grantee").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. Grantor is the owner of Lots 1, 33, 34 and 82, Lincoln Place, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
2. Grantor desires to construct entrance signs to Lincoln Place Subdivision (the "Entrance Signs") on portions of the Property more particularly described on Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" attached hereto and incorporated herein by this reference (collectively the "Easement Areas").
3. Grantee desires to maintain, improve, repair, upkeep, and replace the Entrance Signs.
4. Grantor desires to grant to Grantee an easement over the Easement Areas to maintain, improve, repair, upkeep and replace the Entrance Signs.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, the parties do hereby agree as follows:

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SECTION 1. GRANT OF EASEMENT FOR IMPROVEMENT AND MAINTENANCE OF EASEMENT AREAS BY GRANTOR.

Grantor hereby grants and conveys unto Grantee a perpetual nonexclusive unrestricted easement over the Easement Areas for Grantee, its agents, employees, successors and assigns, to construct, maintain, improve, repair, upkeep and replace the Entrance Signs, which shall run with the Property and the title to the Property, and shall be binding on Grantor, its successors and assigns, and inure to the benefit of Grantee, its successors and assigns, and any person or other entity that at anytime hereafter shall become the owner of the Property.

SECTION 2. COST OF MAINTENANCE AND REPAIR TO EASEMENTS.

The cost and expenses of maintaining and repairing the Easement Areas shall be the responsibility of the Grantee, its successors and assigns. Grantee, its successors and assigns, shall repair any damage to the Property as a result of this Easement and shall bring the Property to its original condition following any damage by Grantee as soon as reasonably possible.

SECTION 3. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance to the laws of the State of Nebraska.

SECTION 4. MISCELLANEOUS.

4.1 Amendments and Supplements. This Agreement may be amended and supplemented only in writing by additional agreements as may be determined by the parties to be necessary, desirable or expedient to further the purposes of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the terms or conditions hereof, or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transactions contemplated hereby.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement.

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4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, executors, conservators, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, on the date first written above.

LINCOLN DEVELOPMENT, L.L.C.,
a Nebraska limited liability company

By: *Paul McCune*
Paul McCune, Manager

By: *Paul M. Brown*
Paul M. Brown, Manager

By: *Kevin Irish*
Kevin Irish, Manager

By: *Maurice M. Udes*
Maurice M. Udes, Manager

LINCOLN PLACE HOMEOWNERS
ASSOCIATION, a Nebraska non-profit
corporation

By: *Carole Hunsley*
Carole Hunsley, President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 16th day of August, 1999, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named MAURICE M. UDES, PAUL M. BROWN, PAUL MCCUNE, and KEVIN IRISH, Managers of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed and the voluntary act and deed of the limited liability company.

Scott M. Brown
Notary Public



99-26261C

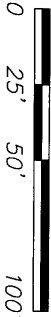
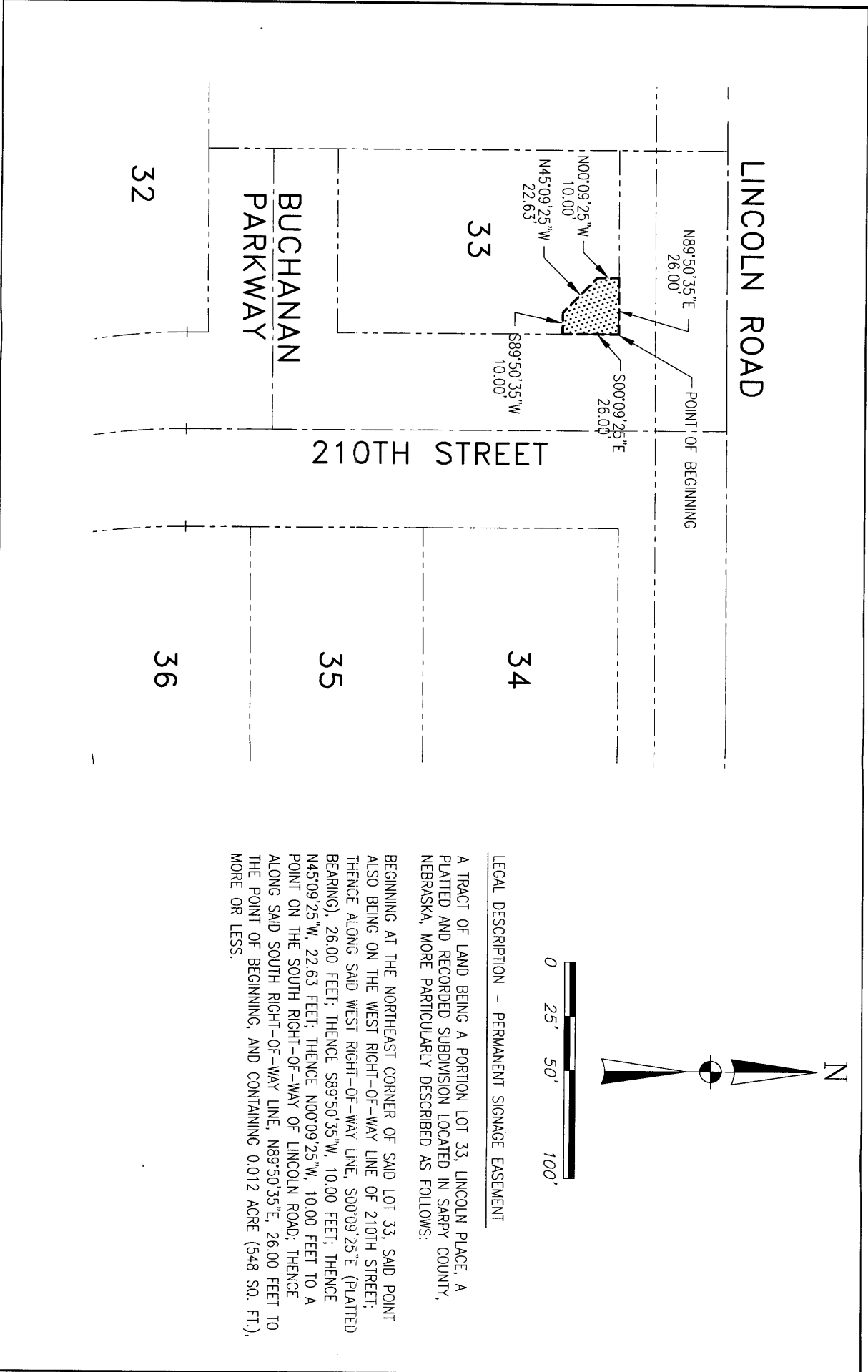
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 13 day of August, 1999, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Carole Hunsley, President of Lincoln Place Homeowners Association, a Nebraska not for profit corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of the not for profit corporation.



[Handwritten Signature]

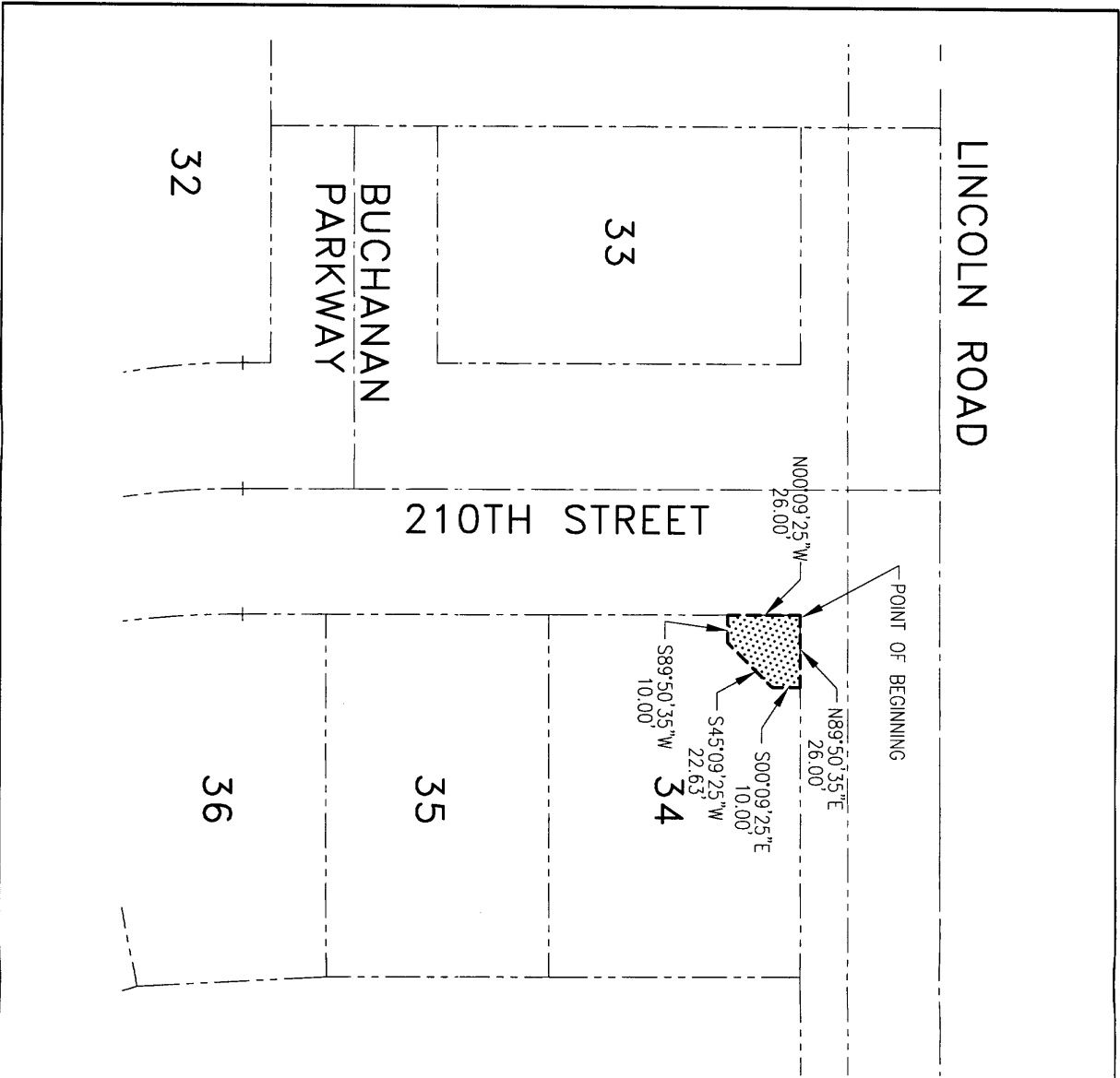
Notary Public



LEGAL DESCRIPTION - PERMANENT SIGNAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 33, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

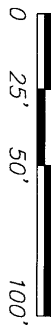
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 210TH STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°09'25"E (PLATTED BEARING), 26.00 FEET; THENCE S89°50'35"W, 10.00 FEET; THENCE N45°09'25"W, 22.63 FEET; THENCE N00°09'25"W, 10.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF LINCOLN ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N89°50'35"E, 26.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.012 ACRE (548 SQ. FT.), MORE OR LESS.



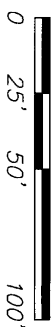
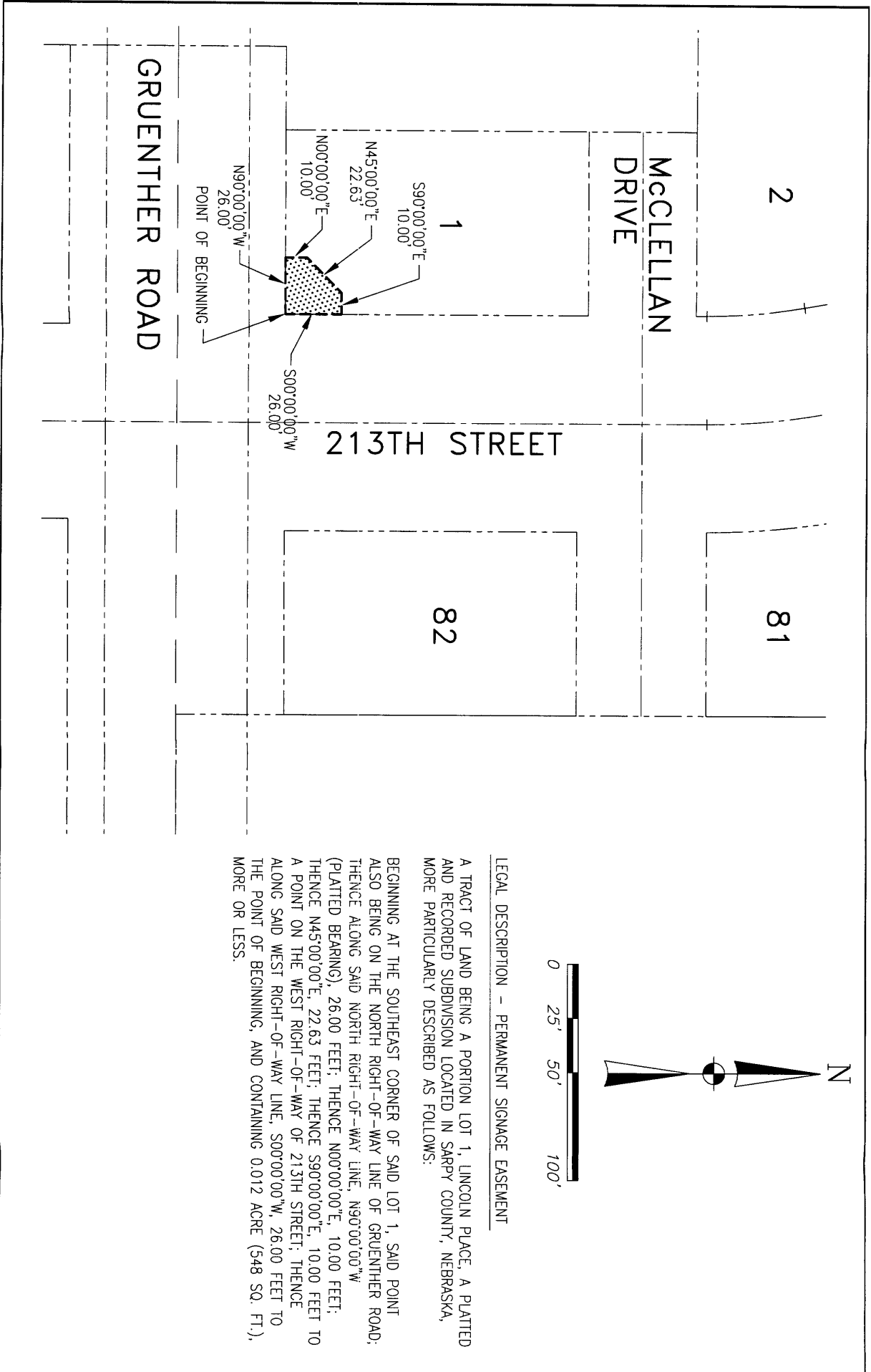
LEGAL DESCRIPTION - PERMANENT SIGNAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 34, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 34, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N89°50'35"E (PLATTED BEARING), 26.00 FEET; THENCE S00°09'25"E, 10.00 FEET; THENCE S45°09'25"W, 22.63 FEET; THENCE S89°50'35"W, 10.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 210TH STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°09'25"W, 26.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.012 ACRE (548 SQ. FT.), MORE OR LESS.



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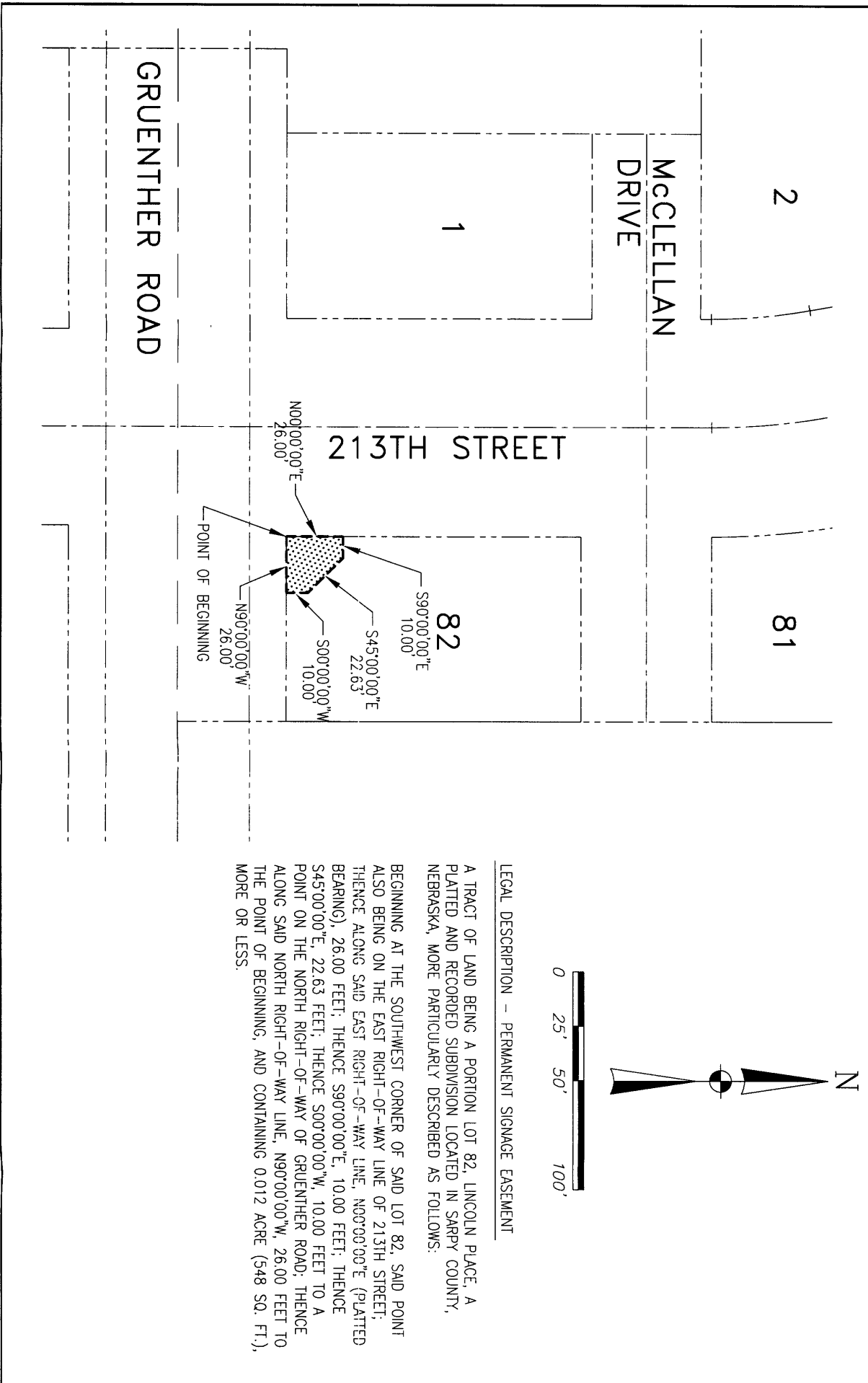


LEGAL DESCRIPTION - PERMANENT SIGNAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 1, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF GRUENTHER ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N90°00'00"W (PLATTED BEARING), 26.00 FEET; THENCE N00°00'00"E, 10.00 FEET; THENCE N45°00'00"E, 22.63 FEET; THENCE S90°00'00"E, 10.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 213TH STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°00'00"W, 26.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.012 ACRE (548 SQ. FT.), MORE OR LESS.

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LEGAL DESCRIPTION - PERMANENT SIGNAGE EASEMENT

A TRACT OF LAND BEING A PORTION LOT 82, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 82, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 213TH STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°00'00"E (PLATTED BEARING), 26.00 FEET; THENCE S90°00'00"E, 10.00 FEET; THENCE S45°00'00"E, 22.63 FEET; THENCE S00°00'00"W, 10.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF GRUENTHER ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N90°00'00"W, 26.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.012 ACRE (548 SQ. FT.), MORE OR LESS.

