

51-12
ETC
BOOK 554 PAGE 211EASEMENT AGREEMENT

This indenture made this 8TH day of August, 1975, by and between OVERLAND-WOLF, INC., a corporation, (hereinafter referred to as "Overland-Wolf"), and WINDSOR ARMS, INC., a corporation, (hereinafter referred to as "Windsor Arms").

W I T N E S S E T H:

That Overland-Wolf, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, has given and granted and by these presents does give, grant and convey unto the said Windsor Arms an easement over and across the following described property, to-wit:

A strip of land fifteen (15) feet in width, being all of the vacated alley lying between Lot Eight (8) on the North, and Lots Nine (9), Ten (10) and Eleven (11) on the South, and including the North Half of vacated alley lying South of the South line of Lot Eight (8) extended West to the center of the vacated alley adjoining Lot Eight (8) on the West, all in Block Four (4), West End, an addition to the City of Omaha, Douglas County, Nebraska,

for the purpose of ingress to and egress from the following described property (including the right to repair and maintain any existing underground utilities).

Lot Fifteen (15) and the West Half of the vacated alley adjoining on the East, and the North Half of the vacated alley adjoining on the South which is subject to utility easements, Block Four (4), in West End, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Lots Fourteen (14), Thirteen (13), Twelve (12) and the West Half of Lot Eleven (11), together with the South Half of the vacated alley adjoining on the North, Block Four (4), except the South three (3) feet of said lots taken for street, said vacated alley being subject to utility easements, in West End, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

which property has been deeded by Overland-Wolf to Windsor Arms by warranty deed of even date herewith.

TO HAVE AND TO HOLD unto the said Windsor Arms, its successors and assigns, provided that it is expressly understood and agreed by the parties hereto that Overland-Wolf does hereby reserve the right unto itself and its successors and assigns to request of Windsor Arms, and its successors and assigns to change the location of said easement and the same shall be done by mutual consent and consent shall not be unreasonably withheld, provided that said substituted easement shall lead from 31st Street to the North line of the West 1/2 of said Lot Eleven (11), Block Four (4), and same shall be at least fifteen (15) feet in

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width. In case an alternate easement is granted, Windsor Arms shall retain the right to maintain any utilities now existing under the present easement. Each party shall execute such documents as are necessary to effect the exchange of easements.

Any easements granted hereunder shall be free and clear of all encumbrances, except a mortgage to The Penn Mutual Life Insurance Company, dated October 1, 1968, recorded October 16, 1968, in Book 1778 of Mortgages, at Page 1, in the Office of the Register of Deeds of Douglas County, Nebraska; the parties hereto understand and agree that the easement herein granted, and any substitute easement, shall be used jointly by the parties hereto, and so long as the parties, or their successors and assigns shall use said easements they shall share equally the cost of maintaining and repairing the pavement and snow removal, provided, that if either party shall discontinue the use of said easement, it shall no longer be responsible to share in such costs; if an alternate easement is agreed upon the same shall be paved at the sole expense of Overland-Wolf, or its successors and assigns. There shall be no interruption in the right of Windsor Arms to ingress and egress over any easement granted hereunder because of repairs or other cause.

The easements granted or to be granted shall run with the land and be binding upon the grantor, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of August, 1975.

OVERLAND-WOLF, INC.,

By Howard M. Kooper

WINDSOR ARMS, INC.,

By Alfred Overland Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of August, 1975, before me, the undersigned, a Notary Public in and for said County, personally came HOWARD M. KOOPER, EXEC VICE PRES of Overland-Wolf, Inc., to me personally known to be the EXEC VICE PRES and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last above written.

Notary Public

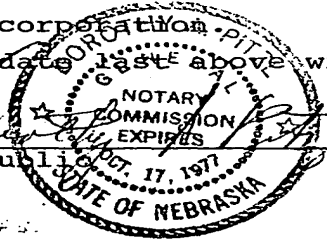


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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8 day of August, 1975, before me, the undersigned, a Notary Public in and for said County, personally came MARK S COVEY, PRESIDENT of Windsor Arms, Inc., to me personally known to be the PRESIDENT and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

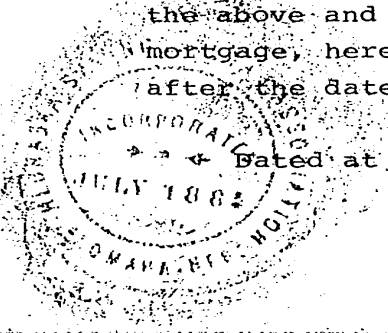
WITNESS my hand and notarial seal the date last above written.


Notary Public
30285

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CONSENT TO EASEMENT

The undersigned, Nebraska Savings & Loan Association of Omaha, Nebraska, the holder of that certain mortgage made to it by Overland-Wolf, Inc., dated April 17, 1972, and recorded on April 17, 1972, in Book 1921 of Mortgages at Page 233, and re-recorded on May 1, 1974, in Book 2017 of Mortgages at Page 435, in the office of the Register of Deeds of Douglas County, Nebraska, does hereby consent to and approve of and join in the above and foregoing easement, and agrees that its said mortgage, hereinabove referred to, shall at all times from and after the date hereof be subject to said easement.



Dated at Omaha, Nebraska, this 13 day of August, 1975.

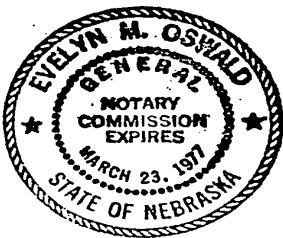
NEBRASKA SAVINGS & LOAN ASSOCIATION OF OMAHA, NEBRASKA

BY Charles H. Stilwell
 Title: President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 13 day of August, 1975, before me, a Notary Public in and for said County, personally appeared the above named Charles H. Stilwell, personally known to me to be the identical person whose name is affixed to the above Consent to Easement, as _____ of Nebraska Savings & Loan Association, of Omaha, Nebraska, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, Nebraska, in said County, the day and year last above written.



Evelyn M. Oswald
 Notary Public

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1400

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
14 DAY OF August 1975 AT H.B.P. M. C. HAROLD OSTLER, REGISTER OF DEEDS