

BK 1472 PG 266-271

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 NOV -6 PM 2: 03

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MISC 2002 27103

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Temp. 12.4.01

RETURN: WIB. KAMP
2200 Harvell Dr.
Bellevue, NE 68005
791-4800

J 36620

GRANT OF EASEMENTS
(INGRESS-EGRESS AND CROSS-ACCESS EASEMENT)

This Grant of Easement is made this 15th day of October, 2002, between HOWARD S. AMES and ANN K. BROOKS, as tenants in common, husband and wife, hereinafter referred to as "Grantor," in favor of HOWARD S. AMES and ANN K. BROOKS, as tenants in common, husband and wife, their successors and assigns, hereinafter referred to as "Grantee."

WHEREAS, it is the desire of the Grantor hereto to grant and convey to all owners of Lots 1, 2, and 3 of Ames Replat as hereinafter more fully described, and their successors and assigns, a nonexclusive, reciprocal, permanent, unobstructed driveway easement over, through and across Parcel 1 and Parcel 2 and over the Cross-Access Easement, as attached hereto, for the purpose of providing the parties, their successor and assigns, and their tenants, customers, and invitees, the right of ingress and egress to, from, and between the property, its lots and to Harrison Street. The purpose of the Cross-Access Easement is to allow the customers of Lot 3 ingress and egress for a car wash.

Said Grantor, in consideration of the sum of One and NO/100 Dollars (\$1.00), and other valuable consideration, makes the following grants and agreements:

1. Grantor does hereby grant, confirm, and convey unto Grantee to all owners of Lots 1, 2, and 3 of Ames Replat, and to their successors and assigns, the right in common with each of other lot owner of mutual non-exclusive ingress and egress by vehicular and pedestrian traffic for reciprocal, permanent, unobstructed driveway, cross-access, and use easement over, through and across Parcels 1 and 2, and the cross-access area. The purpose of this easement is to provide the owners, their successors and assigns, and their tenants, customers and invitees the right of ingress and egress to, from, over, through, and between the properties and onto Harrison Street. The owners of the respective parcels to each be responsible for the cost, maintenance, replacement, and upkeep of the easements that exist on their parcels. The parcels of land described are as follows, to-wit:

PARCEL "1"
INGRESS-EGRESS EASEMENT

Easement A and Easement B as attached hereto at Exhibit "A."

PARCEL "2"
CROSS-ACCESS EASEMENT

Attached at Exhibit "B."

2. Grantor does hereby grant and confirm unto Grantee rights of ingress and egress to and from said premises to the general public for the purpose of access to and from Lots 1, 2, and 3 as described in Parcel 1 in the City of Ralston, Douglas County, Nebraska, at the will of the Grantee.

3. Except as set forth hereinafter, that no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easements by Grantor, its successors and assigns. Improvements which have been made previously and are hereby approved by Grantee include road, street, or surfacing or pavement. The Grantor intends to pave a 12 foot strip on Easement "B." Easement "A" and the cross-access area are presently hard surfaced. These areas will be maintained, repaired, and/or replaced in the future.

4. That said easements and cross-access areas are granted upon the condition that Grantee will be responsible for and, upon the demand of Grantor and/or its successors and assigns, shall perform maintenance, repair, removal, and replacement relating to such easements, including but not limited to the maintenance, repair, removal and replacement of surfacing or pavement over such easements and cross-access area. Each owner, or lessee of said Lots 1, 2, and 3, except as hereinafter provided, shall maintain the easements and cross-access area at all times in good and clean condition and repair, said maintenance to include, but not be limited to, the following:

(a) Maintaining the asphalt or concrete surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use, and durability;

(b) Removing all snow, papers, debris, filth, and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Allowing access to the utility, gas, electrical, and plumbing companies for the services and easements that provide support to the three lots.

(d) The owner of Lot 3 shall be responsible for the Cross-Access Easement as set forth above. The allocation and reimbursement for the costs of maintenance and operation of the easements shall be in accordance with the provisions of the Declaration of Easements and Grant of Easements executed in conjunction with this investment.

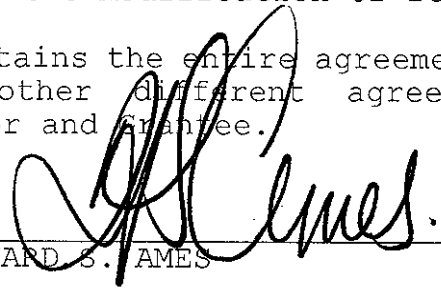
5. That said Grantor for itself and its successor and assigns, does confirm with Grantee that it, the Grantor, is well

seized in fee of the above-described property and that it has the right to grant and convey these easements in the manner and form aforesaid, and that it will, and its successors and assigns shall, warrant and defend these easements to Grantee against the lawful claims and demands of all persons.

6. Successors and Assigns: These easement created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Lot, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this document after the sale and conveyance of title.

7. Until the Grantor sells Lots 1, 2, or 3, this easement may be modified in any respect whatsoever or rescinded, in whole or in part by the owner of Lot 1, and thereafter it may not be modified, except with the consent of the owners of Lots 1, 2, and 3, and then only by written instrument duly executed and acknowledged by all of the required owners duly recorded in the office of the Recorder of Douglas County, Nebraska. No modification or rescission of this Declaration shall affect the rights of any lien holder unless the lienholder consents in writing to the modification or rescission.

8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee.



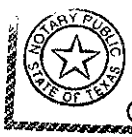
HOWARD S. AMES

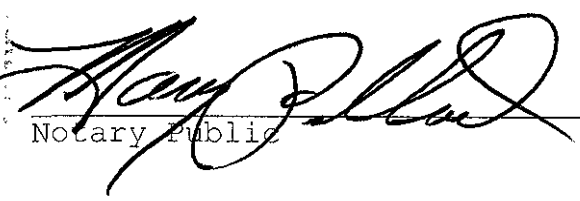


ANN K. BROOKS

STATE OF TEXAS)
) ss.
COUNTY OF Travis)

Subscribed, sworn to, and acknowledged before me by HOWARD S. AMES and ANN K. BROOKS this 16 day of October, 2002.

 MARY PILLARD
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 01/30/2004



Notary Public

RSD.4.E.HA

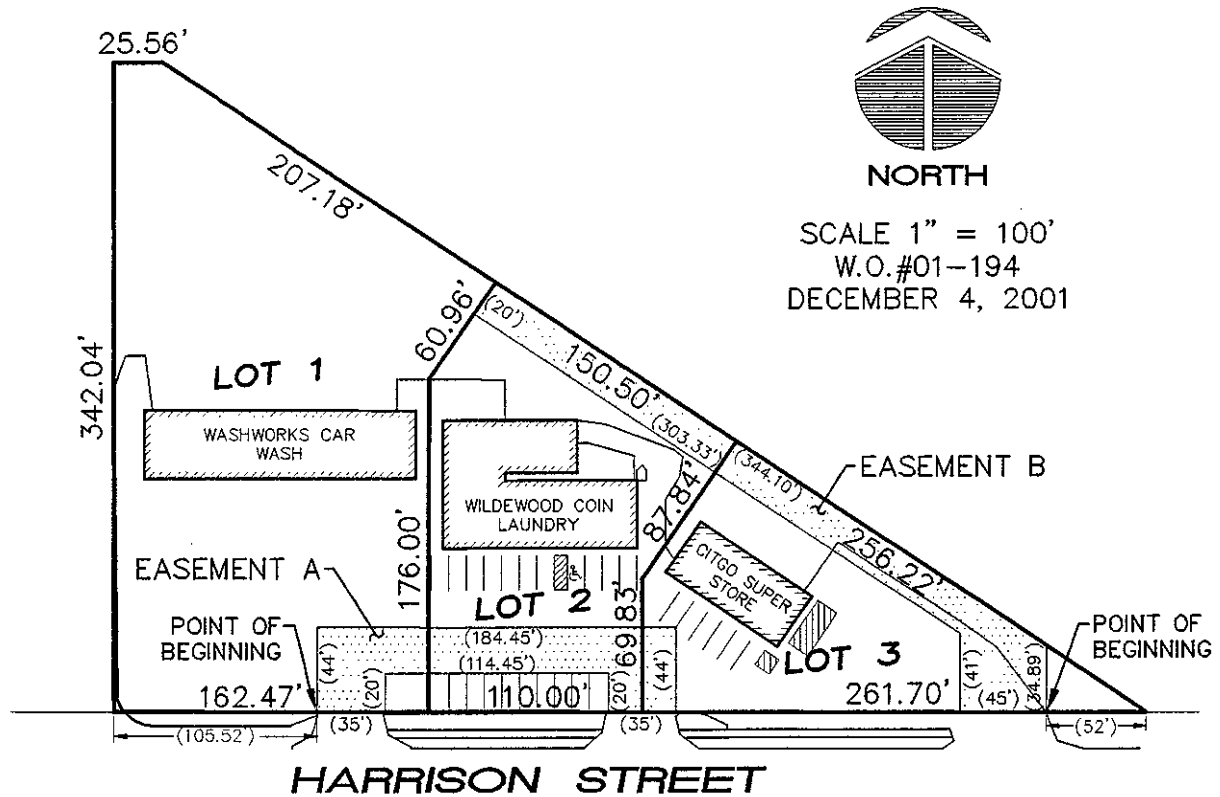
INGRESS-EGRESS EASEMENT

LEGAL DESCRIPTION - EASEMENT A:

AN INGRESS-EGRESS EASEMENT GRANTED TO LOTS 1, 2 AND 3, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE S 89°55'09" E (ASSUMED BEARING) FOR 105.52 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N 00°04'51" E FOR 44.00 FEET; THENCE S 89°55'09" E FOR 184.45 FEET ALONG A LINE 44 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS 1, 2 AND 3; THENCE S 00°04'51" W FOR 44 FEET; THENCE N 89°55'09" W FOR 35.00 FEET ALONG THE SOUTH LINE OF SAID LOTS 2 AND 3; THENCE N 00°04'51" E FOR 20.00 FEET; THENCE N 89°55'09" W FOR 114.45 FEET ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS 1 AND 2; THENCE S 00°04'51" W FOR 20.00 FEET; THENCE N 89°55'09" W FOR 35.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - EASEMENT B:

AN INGRESS-EGRESS EASEMENT GRANTED TO LOTS 1, 2 AND 3, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE N 89°55'09" W (ASSUMED BEARING) FOR 52.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°55'09" W FOR 45.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00°04'51" E FOR 41.00 FEET; THENCE N 56°03'26" W FOR 303.33 FEET ALONG A LINE 20.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 2 AND 3; THENCE N 33°56'34" E FOR 20.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE S 56°03'26" E FOR 344.10 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOTS 2 AND 3; THENCE S 00°04'51" W FOR 34.89 FEET TO THE POINT OF BEGINNING.



Drawing: S:\DWG\2001WORK\WALT KAMP\01-194A.DWG
April 15, 2002 2:06:10 p.m.

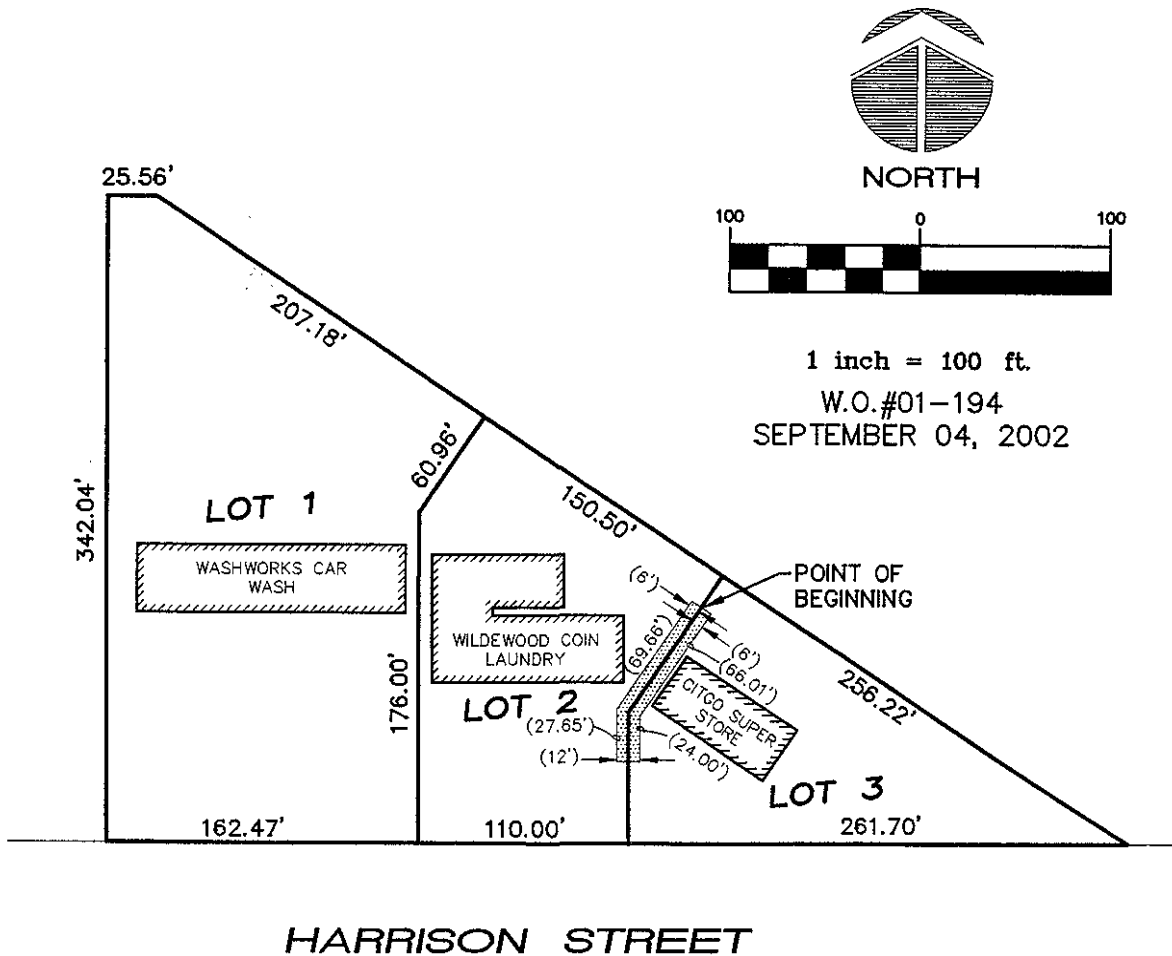


Hill-Farrell Associates, Inc.
Architects, Engineers, Land Surveyors
1008 Lincoln RD., Bellevue, NE 68005 402-291-6100

CROSS-ACCESS EASEMENT

LEGAL DESCRIPTION

AN CROSS-ACCESS EASEMENT GRANTED TO LOTS 2 AND 3, AMES REPLAT, AN ADDITION TO THE CITY OF RALSTON, NEBRASKA. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th. P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE S 33°56'35" W (ASSUMED BEARING) FOR 20.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE S 56°03'25" E FOR 6.00 FEET ALONG A LINE 20.00 SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 6.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 3: (1) S 33°56'35" W FOR 66.01 FEET (2) S 00°04'51" W FOR 24.00 FEET; THENCE N 89°55'09" W FOR 12.00 FEET ALONG A LINE 44.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS 2 AND 3; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 6.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 3: (1) N 00°04'51" E FOR 27.65 FEET (2) N 33°56'35" E FOR 69.66 FEET; THENCE S 56°03'25" E FOR 6.00 FEET ALONG A LINE 20.00 SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.



September 04, 2002 12:35:10 p.m.
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Hill-Farrell Associates, Inc.
Architects, Engineers, Land Surveyors
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