

EASEMENT

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THIS AGREEMENT entered into by and between HERBERT J. ARMBRUST, TRUSTEE, hereinafter referred to as "Grantor", and DENNIS H. LUNDGREN AND MARY D. LUNDGREN, Husband and Wife, hereinafter referred to as "Grantee",

WHEREAS, Grantor is the owner of Lot 7, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, and,

WHEREAS, Grantee is the owner of Lot 6, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska,

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the Grantor hereby grants an easement in, to, upon and over, all that portion of Lot 7, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, described as follows:

Southern most 80 feet of Lot 7, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, being that portion of said Lot 7, 20 feet in width extending from the Westerly line of the Frederick Street cul-de-sac northwesterly a distance of 80 feet,

to Grantee, to be used as a private roadway and said easement being for the sole and only purpose of ingress and egress to and from a driveway to be constructed on Lot 6, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

It is expressly agreed and understood, however, that the easement granted is not an exclusive easement but is subject to the equal right on the part of the Grantor, herein, and his heirs, executors, administrators and assigns, of ingress and egress, over and upon the said portion of said private roadway herein granted, which right is expressly reserved.

The purpose and intention of the easement hereby granted is that henceforth, (unless released as hereinafter provided, or modified by mutual agreement of the parties or their assigns), the parties hereto, their respective heirs, executors, administrators, and assigns shall have equal rights of ingress and egress over and upon all that portion of said private roadway to the Tracts (Lots 6 and 7, Armbrust Oaks Estates, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska) presently owned by the respective parties hereto and that neither shall have the right of ingress and egress to the exclusion of the other, and said parties and their assigns shall not have the right to permit any vehicle or other object of any kind or description to park or stand on any portion of said easement area, and it shall be the obligation of each said parties and their assigns to require any visitor or invitee to observe the requirements of this easement agreement.

That during the existence of said easement, the parties hereto and their assigns agree to bear the cost and expense of surfacing said private roadway and the expenses of all repairs and maintenance including snow removal in the following proportions: Grantor 75%, and Grantee 25%. It being understood and agreed that the Grantor and his assigns shall have the exclusive right to contract for surfacing, repairs, maintenance and snow removal and that the Grantee and his assigns shall be obligated to pay 25% thereof upon proper proof of the expenditure therefor, provided, however, that before any expenditure has been incurred, the Grantee or his assigns may, at his option, at any time release said easement as of a specific date so that said easement would cease and come to an end and thereafter the Grantee and his assigns would forever be relieved of the obligations aforementioned, and provided, further, that before making an expenditure in excess of \$400.00, the Grantor or his assigns shall first give notice thereof in

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writing, to Grantee or his assigns, of his intention to make such expenditure and if Grantee or his assigns fail to give notice in writing to Grantor or his assigns of Grantee's (or assigns) intention to terminate the easement herein granted within ten (10) days thereafter, the Grantor or his assigns may proceed to make the expenditure.

Each covenant and condition contained herein shall run with the land and shall be binding upon the heirs, devisees, transferees, successors and assigns of the Grantor and Grantee.

EXECUTED this 21 day of September, 1969.

Herbert J. Armbrust, Trustee
Herbert J. Armbrust, Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Herbert J. Armbrust, Trustee, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such Trustee for the purposes therein stated.

Witness my hand and notarial seal on September 21, 1969.

William M. Humphreys
Notary Public

Commission expires: 20 Oct 1970



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CLERK OF DISTRICT COURT
COUNTY OF DOUGLAS
STATE OF NEBRASKA

for recording of instrument
Least 0 481
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Page

C. R. ...
Recorder of Deeds

BY _____ Deputy
MAIL
N. _____ 6 PM '69

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Fidelity Title Co.
314 So. 19th Street
Ogallala - Pine