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ACCESS EASEMENT AGREEMENT

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This Agreement is made and entered into as of the 31st day of October, 1983 by and between BETTY J. FAULK and MILTON B. FAULK, wife and husband (hereinafter referred to as "Grantors") and EDWIN S. CONINE and SUSAN E. CONINE (hereinafter referred to as "Grantees");

W I T N E S S E T H

Whereas, Grantees are purchasing from Grantors the real property described on the attached Exhibit "A", which exhibit is incorporated herein by reference; and

Whereas, the real property described on Exhibit "A" does not have access to public roads or highways; and

Whereas, to induce Grantees to purchase the real property described on Exhibit "A" from Grantors, Grantors have agreed to convey to Grantees a permanent easement which will provide access to Chandler Road; and

Whereas, the real property in which Grantees shall have an easement is more particularly described on the attached Exhibit "B", which exhibit is incorporated herein by reference; and

Whereas, the parties now desire to set forth more particularly the terms of the easement granted hereby.

NOW, THEREFORE, in consideration of the above premises and the consideration provided for in the purchase agreement between Grantors and Grantees for the real property described on Exhibit "A", the parties hereto agree as follows:

1. Grantors hereby convey unto Grantees, their legal representatives, successors and assigns, a permanent easement in, to, upon, across and over the real property described on Exhibit "B".

2. This easement is granted to Grantees for the purpose of providing ingress and egress from Chandler Road, or any succeeding or substituting public roadway, to the real property described on Exhibit "A".

3. It is acknowledged that this permanent easement is not an exclusive easement and that Grantors and their successors and assigns may use the real property described on Exhibit "B" in conjunction with Grantees and their successors and assigns.
~~Any expenses of maintaining or repairing the roadway across Exhibit "B" shall be borne by the Grantors. ***~~

4. This permanent easement shall run with the real property described on Exhibit "A" and shall be binding upon

*** Grantees shall bear the expenses of maintaining and repairing only the 548.99 feet of the roadway on Exhibit "B" which fronts the real property on Exhibit "A" to the east.

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and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Omaha, Nebraska as of the day and year first above written.

Betty J. Faulk
Betty J. Faulk

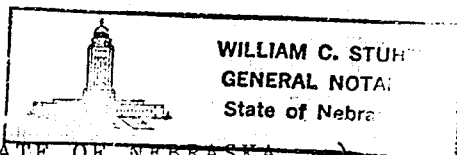
Edwin S. Conine
Edwin S. Conine

Milton B. Faulk
Milton B. Faulk

Susan E. Conine
Susan E. Conine

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

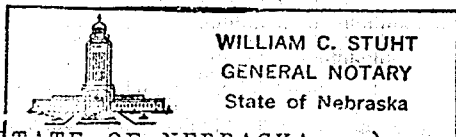
On this 17th day of November, 1983, personally appeared BETTY J. FAULK to me known to be the identical person who signed the foregoing instrument and acknowledged execution thereof to be her voluntary act and deed.



William C. Stuht
Notary Public
My Commission Expires December 23, 1983

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

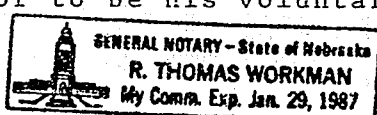
On this 17th day of November, 1983, personally appeared MILTON B. FAULK to me known to be the identical person who signed the foregoing instrument and acknowledged execution thereof to be his voluntary act and deed.



William C. Stuht
Notary Public
My Commission Expires December 23, 1983

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

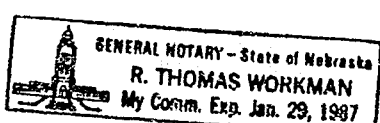
On this 17th day of November, 1983, personally appeared EDWIN S. CONINE to me known to be the identical person who signed the foregoing instrument and acknowledged execution thereof to be his voluntary act and deed.



R. Thomas Workman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of November, 1983, personally appeared SUSAN E. CONINE to me known to be the identical person who signed the foregoing instrument and acknowledged execution thereof to be her voluntary act and deed.



R. Thomas Workman
Notary Public

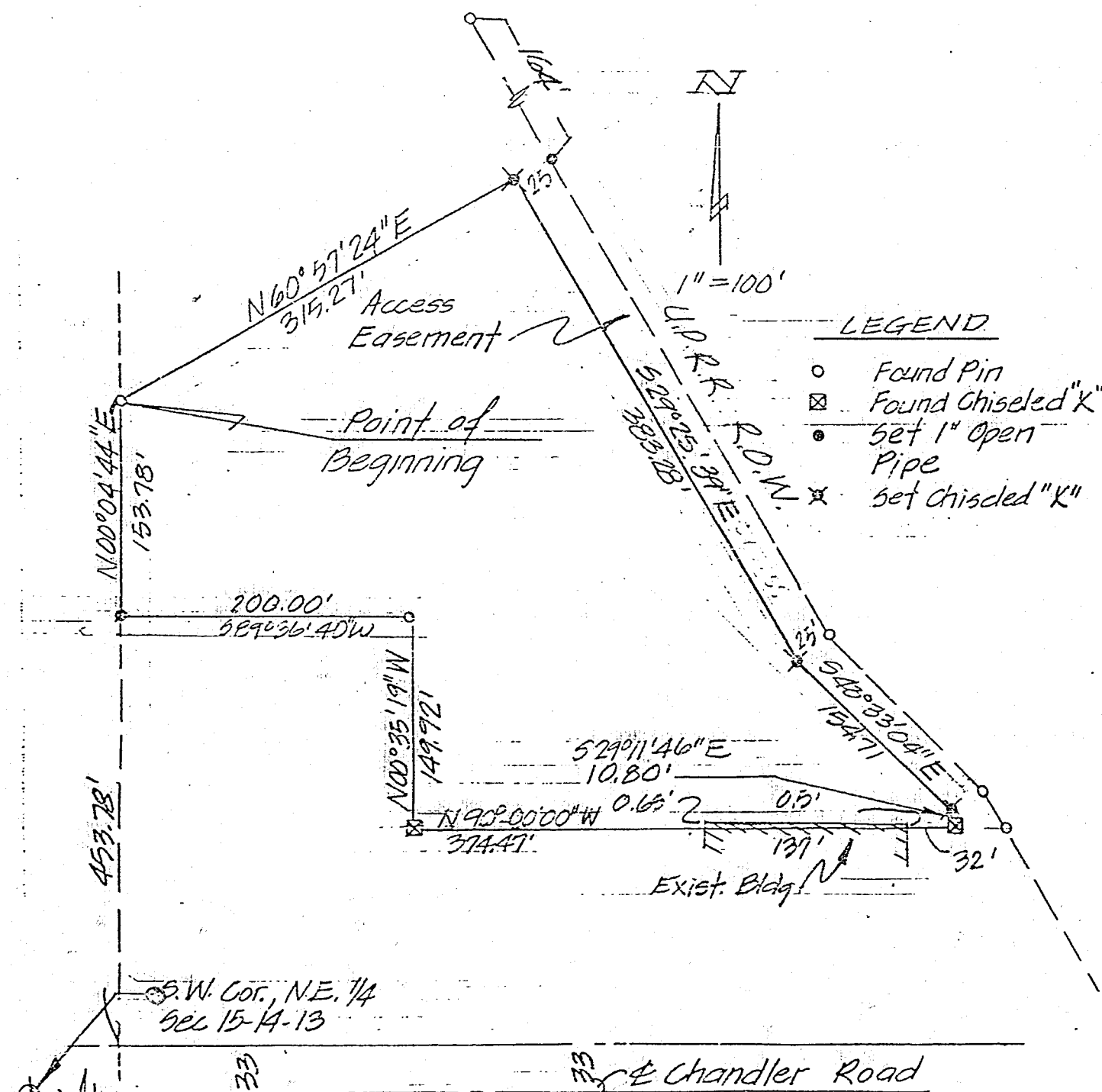
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FILED IN THE OFFICE OF THE SARPY COUNTY SURVEYOR PAPILLION, NEBRASKA
BUILDING INSPECTOR ASSESSOR

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED REGISTERED LAND SURVEYOR HAVE
SURVEYED THE LOT OR TRACT OF LAND HEREINAFTER SET FORTH AND HAVE PLACED
PERMANENT MARKERS AT EACH CORNER AS REQUIRED BY SECTIONS 81-8108 TO 81-8127
OF THE STATUTES OF NEBRASKA.

LEGAL DESCRIPTION OF LOT OR TRACT OF LAND:

See attached sheet



THE SCHEMME ASSOCIATES INC.
ARCHITECTS-ENGINEERS-PLANNERS
10830 OLD MILL ROAD
OMAHA, NEBRASKA 68154

Project NO. 345B

DATE 11-8-83
SCALE 1"=100'
DRAWN BY FMS

SURVEYOR

WILLIAM A. FELT
NEBRASKA
REGISTERED
LS-125

LS-125

56-1002

LEGAL DESCRIPTION

NOVEMBER 8, 1983

JOB NO. 345B

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CHANDLER ROAD, 33 FEET NORTH OF AND 462 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 00°04'44" EAST, A DISTANCE OF 453.78 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 60°57'24" EAST, A DISTANCE OF 315.27 FEET; THENCE SOUTH 29°25'39" EAST ALONG A LINE 25 FEET WESTERLY OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 383.28 FEET; THENCE SOUTH 43°33'04" EAST ALONG A LINE 25 FEET WESTERLY OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 154.71 FEET; THENCE SOUTH 29°11'46" EAST ALONG A LINE 25 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID RAILROAD, A DISTANCE OF 10.80 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 374.47 FEET; THENCE NORTH 00°35'19" WEST ALONG THE EAST LINE OF THE NORTHWESTERN BELL TELEPHONE COMPANY PROPERTY, A DISTANCE OF 149.92 FEET; THENCE SOUTH 89°36'40" WEST ALONG THE NORTHWESTERN BELL TELEPHONE COMPANY PROPERTY, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°04'44" EAST, A DISTANCE OF 153.78 FEET TO THE POINT OF BEGINNING. CONTAINING 3.118 ACRES MORE OR LESS.

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS-ENGINEERS-PLANNERS
10830 OLD MILL ROAD
OMAHA, NEBRASKA 68154

EXHIBIT A

An irregular tract of land, except that part taken for public right of way, situated in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section Fifteen (15), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M. in Sarpy County, Nebraska, being more particularly described as follows:

Beginning at a point on the East-West center line of said Section Fifteen (15), said centerline having an assumed bearing of North 90 degrees 0 minutes East, said point of beginning being a distance of 298.50 feet Southwesterly, measured at right angles, from the centerline of the Southwesterly main track of the Union Pacific Railroad Company as now constructed and operated; thence North 29 degrees 29 minutes West a distance of 238.97 feet; thence North 43 degrees 30 minutes West a distance of 154.90 feet to a point, said point being a distance of 336.00 feet Southwesterly, measured at right angles, from the centerline of the above said railroad tracks; thence North 29 degrees 29 minutes West a distance of 900.00 feet along a line parallel to and 336.00 feet Southwesterly from the centerline of the above said railroad tracks; thence South 60 degrees 31 minutes West a distance of 25.00 feet; thence South 29 degrees 29 minutes East a distance of 903.07 feet; thence South 43 degrees 30 minutes East a distance of 154.90 feet; thence South 21 degrees 10 minutes East a distance of 206.99 feet; thence North 90 degrees 0 minutes East a distance of 63.18 feet along the East-West centerline of said Section Fifteen (15) to the point of beginning, all as shown on the attached plat made a part hereof; and