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REGISTER OF DEEDS
DODGE COUNTY, NE

EASEMENT

THIS EASEMENT is made this 23rd day of April, 1996, by and between **JOHN W. PATERSON and SHARON K. PATERSON**, husband and wife, hereinafter referred to as "Paterson", and **FREMONT ELECTRIC COMPANY**, a Nebraska Corporation, hereinafter referred to as "Fremont Electric".

WHEREAS, Paterson were the owners of real property legally described as follows:

"Beginning at the Southeast corner of Tax Lot 4, Block 4, Roadrail Subdivision, thence North along the East margin of said lot, 329.99 feet; thence West parallel to the North margin of said Lot, 221.15 feet; thence South along the West margin of said Lot 106.52 feet; thence Southeasterly along the Northern margin of Proctor Street to the point of beginning, being part of Block 4, Roadrail Subdivision, Section 25, Township 17 North, Range 8, Dodge County, Nebraska. Said tract also known as Tax Lot 35 in said Section.";

and

WHEREAS, Paterson sold to Fremont Electric the foregoing described real estate;

and

WHEREAS, Paterson continues to own personally or through their corporation, Fremont Tire, Inc., the following described real estate which is adjacent to the property sold to Fremont Electric:

Tax Lot 57 (Parts of Tax Lots 53 and 54)

Beginning at a point 313.77 feet West of the Northeast corner of the NE 1/4 SE 1/4 NW 1/4 of Section 25, Township 17 North, Range 8 East; thence South a distance of 155.14 feet; thence West a distance of 60.0 feet; thence South a distance of 5.0 feet; thence West a distance of 280.77 feet; thence North a distance of 160.14 feet; thence East a distance of 340.77 feet to the point of beginning, lying in the SE 1/4 NW 1/4 of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and containing 1.25 acres, more or less.

Tax Lot 58 (Part of Tax Lot 54)

Beginning at a point 373.77 feet West and 160.14 feet South of the Northeast corner of the NE 1/4 SE 1/4 NW 1/4 of Section 25, Township 17 North, Range 8 East; thence South a distance of 150.14 feet; thence West a distance of 280.77

feet; thence North a distance of 150.14 feet; thence East a distance of 280.77 feet to the point of beginning; lying in the SE 1/4 NW 1/4 of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and containing 0.97 acres, more or less.

and

WHEREAS, Paterson and Fremont Electric recognize there is presently a private roadway on a strip of land on the property purchased by Fremont Electric which provides ingress and egress to Paterson's remaining property as set forth above and the parties desire to recognize said private roadway as a perpetual easement for the purposes and in the manner hereinafter expressed.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO AS FOLLOWS:

Fremont Electric as a part of the consideration for the sale of the property purchased from Paterson as described above, hereby grants a permanent and perpetual easement for the purpose of making ingress, egress and regress to and from the remaining property owned by Paterson as set forth above, and said easement is to run along the private roadway described as follows:

"A 20' wide strip of land commencing at the Southeast Corner of Tax Lot 4, Block 4, Roadrail Subdivision and proceeding North along the East margin of said Lot, a total of 329.99 feet. It being the intent of the parties that the private roadway be 20' in width and run along the East margin of said Lot."

Said easement is given upon the expressed understanding and condition that the same may be used by Paterson, their heirs, executors, administrators and assigns, for full and free right and liberty for Paterson, his or their tenants, servants, visitors and licensees, and all other persons having a like right, at all times hereinafter, to pass and repass upon the said easement for all lawful purposes connected with the use and enjoyment of the property of Paterson.

Fremont Electric, their heirs, successors or assigns, shall not leave any vehicle or anything else on said roadway so as to prevent the free and uninterrupted use of said roadway by Paterson.

Paterson, their heirs, successors or assigns, shall bear the cost of maintaining said roadway and shall have the right to do such work on such roadway and make such repairs thereon as are reasonably necessary to maintain said roadway in a reasonably good condition.

This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, provided, however, that this easement may be released at anytime by an appropriate agreement for that purpose entered into between the owners of said property, duly executed and acknowledged and filed for record in the Office of the Register of Deeds of Dodge County, Nebraska.

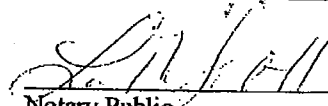
IN WITNESS WHEREOF, the parties herein have set their hands this 23rd day of April, 1996.


JOHN W. PATERSON


SHARON K. PATERSON

SUBSCRIBED and sworn to before me this 27 day of April, 1996.



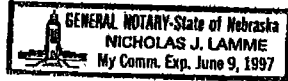

Notary Public

FREMONT ELECTRIC COMPANY,
A Nebraska Corporation

BY: 

Representative

SUBSCRIBED and sworn to before me this 22nd day of April, 1996.



[Signature]
Notary Public