

GRANT OF EASEMENT

This Agreement dated this 1st day of JUNE, 1981, by and between CHARLES E. LAKIN and FLORENCE LAKIN, his wife, Grantor, and 8900 PARTNERSHIP, Grantee.

1. Grantor is the owner of real estate described in Exhibit "A" attached hereto and incorporated herein as if fully set out.

2. Grantee is the owner of real estate described as follows:

A part of Lot 15, in PIERSON'S SUBDIVISION, located in the Southeast Quarter of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 15; thence S86°29'05"E (assumed bearing), along the South line of said Section 15, a distance of 433.04 feet; thence N03°30'55"E, a distance of 60.00 feet to a point on the North right-of-way line of Dodge Street, said point also being the Point of Beginning; thence N04°05'26"E, a distance of 249.55 feet; thence S86°25'06"E, a distance of 221.60 feet to a point on the East line of said Lot 15, Pierson's Subdivision; thence S03°01'57"W, along said East line of Lot 15, Pierson's Subdivision, a distance of 249.29 feet to a point on said North right-of-way line of Dodge Street; thence N86°29'05"W, along said North right-of-way line of Dodge Street, a distance of 226.21 feet to the Point of Beginning.

3. The parties desire to enter into this Agreement by which Grantor conveys to Grantee a non-exclusive, twelve-foot wide easement for purposes of ingress and egress as described in Paragraph 1 below.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is acknowledged by Grantor,

1. Grantor grants, bargains and sells to Grantee, its successors and assigns, an Easement described as follows:

A part of Lot 15, in PIERSON'S SUBDIVISION, located in the Southeast Quarter of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 15; thence S86°29'05"E (assumed bearing), along the South line of said Section 15 a distance of 421.04 feet; thence N03°30'55"E, a distance of 60.00 feet to a point on the North right-of-way line of Dodge Street, said point also being the Point of Beginning; thence N04°05'26"E, a distance of 249.57 feet; thence S86°25'06"E, a distance of 12.00 feet; thence S04°05'26"W, a distance of 249.55 feet to a point on said North right-of-way line of Dodge Street; thence N86°29'05"W, along said North right-of-way line of Dodge Street, a distance of 12.00 feet to the Point of Beginning.

2. The Easement shall be for the benefit of and shall be appurtenant to the Grantee's real estate described above and shall be binding upon and inure to the benefit of the parties, their heirs, successors or assigns.

3. The Easement shall be solely for purposes of ingress and egress to Grantee's real estate described above, and Grantee shall have the right, at its option, to make repairs and maintain the roadway within the Easement.

4. Grantor reserves the right to use said property for any use which he deems reasonable and proper under the circumstances that will not interfere with Grantee's non-exclusive Easement including the right of ingress and egress from his property over said roadway.

5. Grantor reserves the right to perform such maintenance upon said property including maintenance and improvement of said roadway; and if the Grantor incurs any such expense, the Grantee agrees to reimburse the Grantor for one-half of the expense of any such maintenance, repair or improvement; and if the Grantee fails to pay its share of said expenses, the Grantor, in addition to other legal remedies the Grantor may have, upon giving ten (10) days' notice, may terminate this Easement.

6. Grantor covenants that he has good title to the real estate comprising the Easement and that he will warrant title against all persons whomsoever.

7. This Easement is binding upon the heirs, successors and assigns of the parties.

8900 PARTNERSHIP

Charles E. Lakin
Charles E. Lakin

By Louis Kucirek
Louis Kucirek, Partner

Florence Lakin
Florence Lakin, his wife

By Dennis D. Blackman
Dennis D. Blackman, Partner

GRANTOR

SOLE PARTNERS

GRANTEE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of June, 1981, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Charles E. Lakin and Florence Lakin, his wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.



Donna R. Crebbin
Notary Public

My Comm. Expires:

April 1, 1984

LEGAL DESCRIPTION

A part of Lot 15, Piersons Subdivision, a subdivision located in the SE 1/4 of Section 15, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 of Section 15; thence N03°06'27"E (assumed bearing), along the West line of said Section 15, a distance of 91.67 feet; thence S86°53'33"E, a distance of 50.00 feet to the point of intersection of the North right-of-way line of Dodge Street and the East right-of-way line of 90th Street, said point also being the Point of Beginning; thence N03°06'27"E, along said East right-of-way line of 90th Street; a distance of 220.68 feet; thence N42°13'31"E, along said East right-of-way line of 90th Street, a distance of 55.47 feet; thence N03°06'27"E, along said East right-of-way line of 90th Street a distance of 53.88 feet; thence S86°17'37"E, a distance of 121.89 feet; thence N04°13'20"E, a distance of 150.17 feet; thence S86°20'58"E, a distance of 226.23 feet; thence S04°05'26"W, a distance of 249.56 feet; thence S86°25'06"E, a distance of 6.00 feet; thence S04°S04°05'26"W, a distance of 249.55 feet to a point on said North right-of-way line of Dodge Street; thence N86°29'05"W, along said North right-of-way line of Dodge Street, a distance of 323.88 feet; thence N58°19'08"W, along said North right-of-way line of Dodge Street, a distance of 67.85 feet to the Point of Beginning.

Said tract of land contains an area of 3.784 acres, more or less.

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4-09-81

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6 pages

EXHIBIT "A"
TO GRANT OF EASEMENT
DATED JUNE 1st, 1981
BETWEEN CHARLES E. LAKIN & FLORENCE LAKIN, HIS WIFE, GRANTOR
AND 8900 PARTNERSHIP, GRANTEE