

EASEMENT
AND
RELEASE OF PRIOR EASEMENT

THIS EASEMENT AGREEMENT made this 29th day of January, 1969, between WESTBORO ARMS, INC., a Nebraska corporation (Grantor) and NORMAN C. SAMPLE and MARIAN E. SAMPLE, husband and wife as joint tenants with right of survivorship (Grantees),

WITNESSETH:

IN CONSIDERATION of the mutual covenants of the parties, it is agreed as follows:

1. Grantor being the owner of the following described real estate does hereby grant unto the Grantees a non-exclusive perpetual easement over, under and upon said real estate described as Parcels A and B for the installation, repair, maintenance and replacement of a sanitary sewer main not exceeding 8 inches in diameter and water and gas mains not exceeding 2 inches in diameter, and hereby granting a non-exclusive perpetual easement over and upon Parcel A for the purpose of construction, maintenance and use of a private vehicular and pedestrian driveway:

Beginning at a point on the West line of Lot 16, said point being 100.00 feet South of the Northwest corner of said Lot 16, thence South 59°59'41" East (assumed bearing) a distance of 35.00 feet; thence North 30°00'19" East a distance of 22.5 feet; thence North 59°59'41" West a distance of 47.99 feet; thence South 00°0'19" West along the West line of said Lot 16 a distance of 25.98 feet to the point of beginning, all in Pierson's Subdivision, an Addition in the City of Omaha, Douglas County, Nebraska (herein called Parcel A).

Also a 55-foot wide strip of ground running South from Parcel A to West Dodge Road and described as the West 55 feet of Lot 16 in said Pierson's Subdivision (herein called Parcel B), except North 100 feet thereof.

2. Said easements are granted in favor of the Grantees and the subsequent owners of the property now owned by the Grantees, which property immediately abuts said Lot 16 on the West.

3. Said easement is subject and junior to the existing mortgage upon the premises owned by the Grantor and shall be junior and subject to subsequent mortgages hereafter recorded against said premises by the Grantor or its successors and assigns. Grantees agree that they or their successors and assigns who may be using and enjoying the benefits of said easement shall be solely responsible for the cost of constructing, maintaining and repairing said sewer, gas and water mains and driveway and pedestrian access way together with the costs of repairing any and all damage done to shrubs, trees, landscaping, drives, walks and other improvements which may result from the Grantees' use and enjoyment of said easementway, including but not limited to the original construction of said facilities, together

with the repair and maintenance thereof. In the event that the Grantees or their successors and assigns shall fail, refuse or neglect to repair and maintain said driveway and pedestrian way or said water, gas and sewer main installation within thirty (30) days after a written notice from the Grantor and assigns to do so (said notice to be by registered or certified mail, addressed to the Grantees or the subsequent owners of said real estate at their last known address) then the Grantor or its successors and assigns shall have the right to terminate said easement or easements by filing an affidavit of termination in the office of the Register of Deeds for Douglas County, Nebraska, together with a copy of the registered or certified notice referred to above, and thereupon all rights to continuing use of said easementway shall immediately terminate upon the recording of such affidavit.

4. Grantor will construct two brick pillars, one each to be located adjacent to the northwesterly and southwesterly corners of Parcel A and approximately 1.0 foot east of the west line of said Lot 16. Between said pillars, Grantor will construct a 6.0 foot high Cedar fence. Grantor hereby gives Grantees and their assigns the continuing license and right to remove said fencing at any time and also the continuing license and right (at Grantees' option) to hang gates upon said pillars in order to create a removable barrier to any road or walkway which Grantees may hereafter construct upon Parcel A.

5. Grantees hereby release and cancel prior easement over parts of Lot 5 in said Pierson's Subdivision recorded in Miscellaneous Book 462 at Page 441 in the Register of Deeds of Douglas County, Nebraska.

6. EXECUTED the day and year first above written.

Norman C. Sample
Norman C. Sample

Marian E. Sample
Marian E. Sample

WESTBORO ARMS, INC.

By: [Signature]
President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the day and year first above written, before me, the undersigned a Notary Public in and for said County, personally came NORMAN C. SAMPLE and MARIAN E. SAMPLE, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing Easement and Release of Prior Easement, 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.

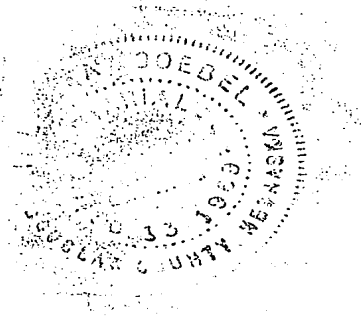
B. L. Rockwood
Notary Public

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STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

On the day and year first above written, before me, the undersigned a Notary Public in and for said County, personally came JACK P. DeBOER, President of Westboro Arms, Inc., to me personally known to be the President and the identical person whose name is affixed to the foregoing Easement and Release of Prior Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County, the day and year first above written.



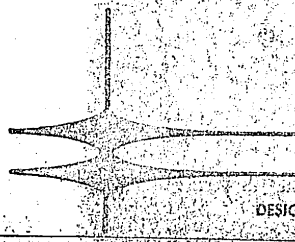
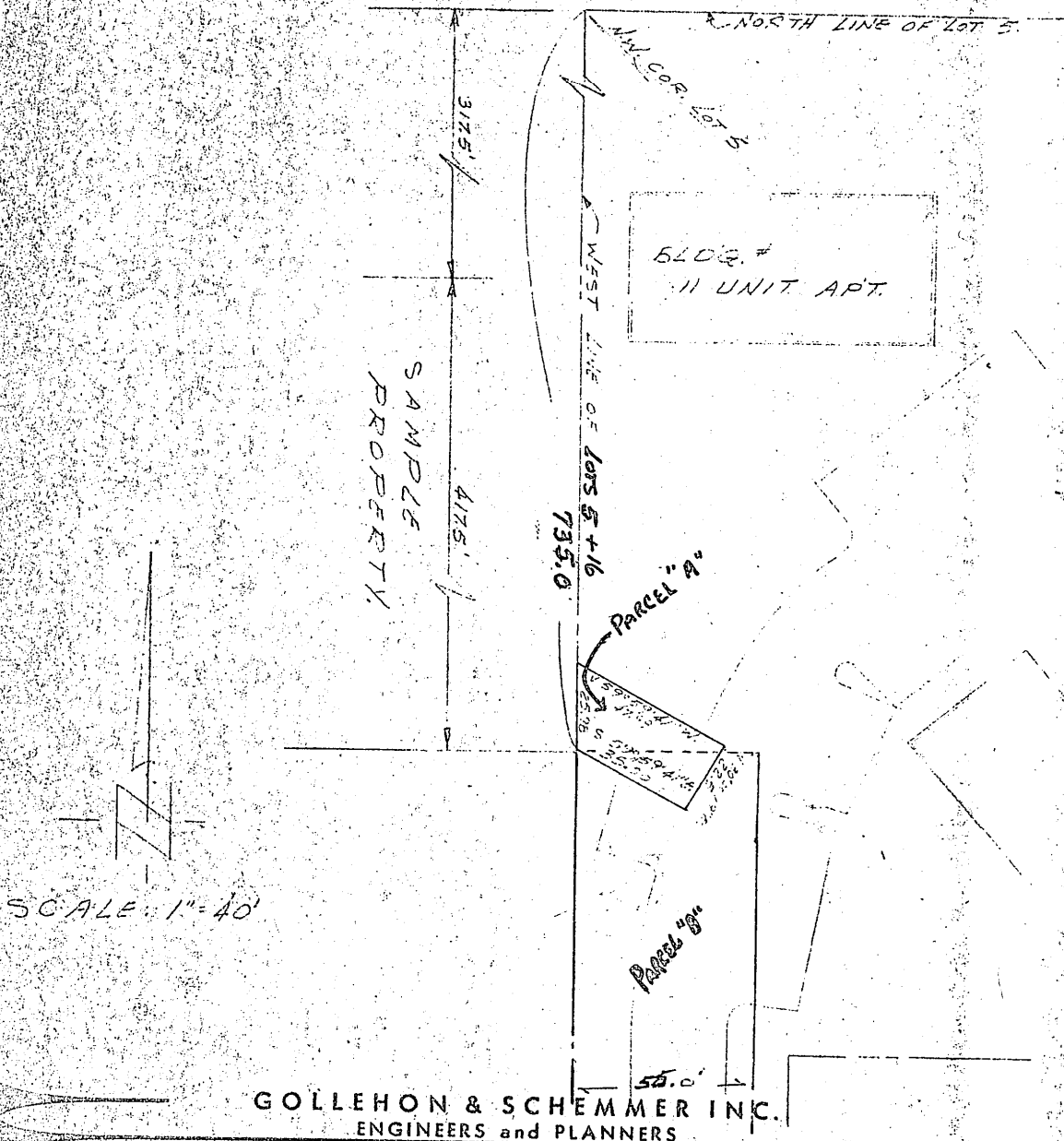
✓ William H. Doedel
Notary Public

473-372

BOOK 1 PAGE 172

WESTBOROUGH ARMS APARTMENT SITE.

DRIVEWAY
+
UTILITY
EASEMENT.



DESIGNED _____ DRAWN W.T.Y. CHECKED W.T.Y. DATE 7-1-69 SHEET NO. 1-9-69

RECEIVED

1969 FEB 7 PM 1 39

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County

Entered in Numerical Index and filed
for Record in the Office of the Register of
Deeds of said County and recorded in.

Book 473 of prec
Page 369

C. Harold Ostler

Register of Deeds

By _____ Deputy

MALE Norman J. ... 621

N 39-456-457-CPN-PK 2-1

Compared _____

39/451