

94-25345

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Fee \$	31.00

SS# 7493 RK# 10819
Bellevue, NE

Case
REC'D

MUTUAL EASEMENT AGREEMENT

THIS AGREEMENT made this 8th day of November, 19 94, by and between AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "First Party", and Joseph J. Dizona, Jr. and Gary R. Petersen, hereinafter referred to as "Second Party",

WITNESSETH:

WHEREAS, First Party is the owner of the tract of land described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Tract A";

WHEREAS, Second Party is the owner of the tract of land described in Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as "Tract B";

WHEREAS, the parties hereto desire to provide for a joint and mutual non-exclusive driveway easement over and across a portion of Tract A and a portion of Tract B; as hereinafter designated;

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. First Party hereby grants to Second Party a non-exclusive driveway easement over and across the South 10.0 feet of Tract A.
2. Second Party hereby grants to First Party a non-exclusive driveway easement over and across the North 8.7 feet of Tract B, except the East 60.0 feet thereof.
3. Second Party hereby ratifies and confirms the existing easement for ingress and egress over the East 60.0 feet of the North 50.0 feet of Tract B.
4. The easements described in Sections 1, 2 and 3 above are depicted in Exhibit "C" attached hereto and made a part hereof.
5. The parties hereto agree that the Southerly boundary of the real estate described in Tract A and the Northerly boundary of the real estate described in Tract B, which is the common boundary line between Tract A and Tract B, shall be kept open and unobstructed to permit the free flow of traffic in either direction across said common boundary line.

6. Each party shall have the right to repair and maintain the mutual non-exclusive driveway easement at its expense.

7. Each party hereby represents and warrants to the other that such party is the owner in fee simple of its respective tract and has full right and authority to enter into this Agreement.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective grantees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mutual Easement Agreement the day and year above written.

WITNESS:

AMOCO OIL COMPANY

BY: T. J. Ciechanowski

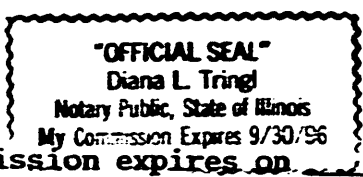
ITS: T. J. Ciechanowski Manager
 Real Estate Administration

WITNESS:
Shant Hike
Shant Hike

Joseph J. Dizona, Jr.
 Joseph J. Dizona, Jr.
Gary R. Petersen
 Gary R. Petersen

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On the 4th day of November, 1994, personally appeared before me T.J. Ciechanowski, who, being duly sworn, did say that he is the Manager, Real Estate Administration of Amoco Oil Company, that said instrument was signed in behalf of said corporation by authority of its board of directors, and said T.J. Ciechanowski acknowledged to me that said corporation executed the same.



Diana L. Tringl
 Notary Public
9/30, 19 96

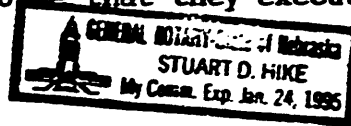
My commission expires on _____

STATE OF NEBRASKA)

94-25345 B

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On the 8 day of November, 1994,
personally appeared before me Joseph J. Dizona, Jr. and Gary R.
Petersen, the signers of the above instrument, who duly
acknowledged to me that they executed the same.



Stuart D. Hike
Notary Public

My commission expires on Jan 24, 19 ~~94~~ 95.

94-25345C

EXHIBIT "A"

The following described property located in the City of Bellevue,
County of Sarpy, and State of Nebraska, to-wit:

Lot four (4), Clermont Court, Sarpy County, Nebraska.

94-25345D

EXHIBIT "B"

A parcel of land in the NW 1/4 of Sec. 26, T 14 N, R 13 E of the 6th P.M., in the City of Bellevue, County of Sarpy, and State of Nebraska, more particularly described as follows:

Beginning at the Southeast corner of Lot 4, in Clermont Court Addition to the City of Bellevue, Nebraska; thence South, along the West right-of-way line of Highway 131, a distance of 118.0 feet; thence West, making an interior angle of 90 degrees, a distance of 245.32 feet, to a point on the East line of Lot 2, in said Clermont Court; thence North, making an interior angle of 75 degrees 08 minutes, a distance of 122.08 feet, to the Southwest corner of Lot 4, in said Clermont Addition; thence East, making an interior angle of 104 degrees 52 minutes, a distance of 214.0 feet, along the South line of said Lot 4, Clermont Court, to the point of beginning.

NOTE: The above parcel of land is sometimes described as Tax Lot 6A1B2, in the NW 1/4 of Sec. 26, T 14 N, R 13 E of the 6th P.M., in the City of Bellevue, in Sarpy County, Nebraska.

PLAT PLAN

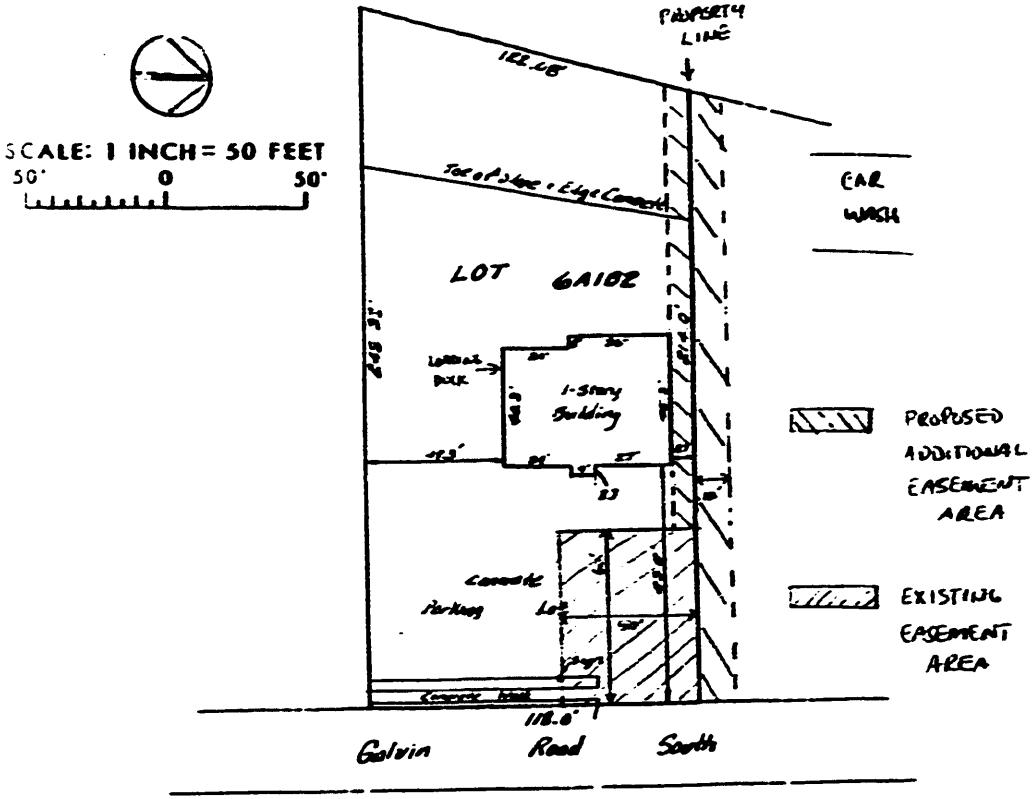
94-25345E

FOR JOE DIZONA, DATE FEB 4, 1994
ADDRESS 509 GALVIN ROAD SOUTH

Exhibit "C"

THIS IS A REPORT OF AN INSPECTION MADE FOR LOAN PURPOSES AND TITLE INSURANCE PURPOSES ONLY AND SHOWS IMPROVEMENTS ON
TAX LOT 6A102, NW 1/4 OF SECTION 26, T 14 N,
R 13 E, 6TH R.M., CITY OF BELLEVUE
AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NE.

NOTE: Subject property does not lie within a flood plain or flood prone area or a flood way of any body of water.



SURVEYOR'S CERTIFICATE:

I hereby certify that this survey was prepared from an actual on-the-ground instrument survey of the subject premises, performed under my responsible direction and supervision and is correct to the best of my knowledge and belief; that the same accurately shows the location of all improvements with respect to the boundaries and that there are no encroachments by improvements appurtenant to adjoining premises upon the subject premises, nor from the subject premises upon adjoining real estate unless shown hereon.

Louis Whisonant 2/11/94
Louis M. Whisonant L.S. 1421 Dated

Louis Surveying **LS**
11928 Arbor Street, Omaha, Ne. 68144 (402) 334-7882

