

RECORDED: DONALD J. HAYS
12035 PIERCE PLAZA #121
OMAHA 68144



1163 227 MISC



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DEL C/O COMP 10P
RECORDED 5300 gnv

INGRESS-EGRESS EASEMENT

THIS INGRESS-EGRESS EASEMENT made this 30 day of November, 1995, between Donald J. Hays and Donna K. Hays, husband and wife, (herein "Hays") and Richard L. Scott and Christopher J. Scott, (herein "Scott").

WHEREAS, Hays is seized of an estate in fee simple of a parcel of land herein referred to as "Parcel One" and legally described as follows:

Parcel One

Lot Nine (9), Montclair on the Green, a Replat of Lots Ninety Five (95) and Ninety Six (96), Montclair of Westwood South, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Scott is seized of an estate in fee simple of a parcel of land herein referred to as "Parcel Two" and legally described as follows:

Parcel Two

Lots One (1) and Two (2), Montclair on the Green, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; and

In consideration of One Dollar (\$1.00) and other valuable consideration by each party paid to the other and the mutual agreements of the parties herein, Hays and Scott mutually agree as follows:

1. Hays hereby grants to Scott a permanent access easement over and upon the existing Parcel One, for vehicular and pedestrian traffic, access, ingress and egress to and from Parcel Two and Atwood Avenue. As regards this easement, Parcel Two shall be the benefited parcel and Parcel One shall be the burdened parcel.

2. Hays therefor gives to Scott an easement described as follows:

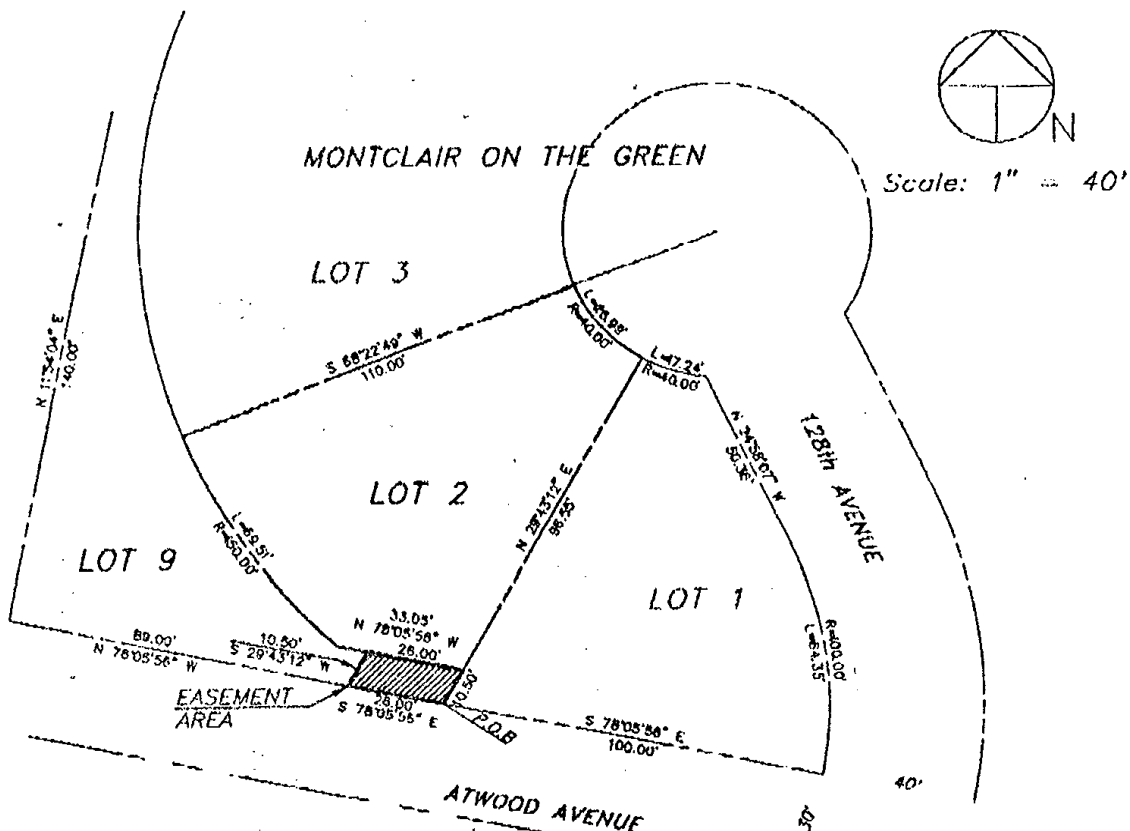
A strip of land 26.00 feet in width, situated in Lot 9, Montclair on the Green, a recorded subdivision in Douglas County, Nebraska, said strip of land described as follows: Beginning at the corner common to Lots 1 and 9, said Montclair Subdivision; thence along the line common to said Lots 1 and 9, N 29°43'12" E, 10.50 feet to the Southeasterly corner of Lot 2, said Montclair Subdivision; thence along the Southerly line of said Lot 2, N 78°05'56" W, 26.00 feet; thence parallel with said common line, S 29°43'12" W, 10.50 feet to a point on the Southerly line of said Lot 9; thence along said Southerly line, S 78°05'56" E, 26.00 feet to the point of beginning. Said described easement area contains an area of 252 square feet.

RECEIVED

DEC 8 12 17 PM '95

RECORDS SECTION

That a diagram and copy of surveyor's certificate by Louis Surveying of said easement is as follows:



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LOUIS R. WILSONANT L.S. #421

DATED: 2/10/19



Louis Surveying

11928 Arbor Street, Suite 102
Omaha, NE. 68144 (402-334-7902)



3. The easements herein granted shall be exclusively for the benefit of the owners and occupants of the benefited parcel, their licensees, and invitees, and do not confer upon third parties or the public at large any rights of ingress, egress or passage over either parcel.


4. The record owners of Parcel Two shall be responsible for the repair, replacement and maintenance of Parcel One. Parcel Two shall be responsible for and shall pay for the reasonable and customary cost of repairing, replacing and maintaining the surface of the driveway on Parcel One to maintain the surface of such driveway for its intended purpose.

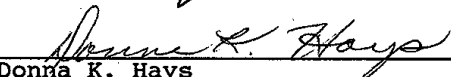
5. Scott agrees that they will not permit or construct any obstructions or structures on the driveway on Parcel One for which easement rights have been hereby granted during the term of this Easement.

The rights, privileges and responsibilities of this Ingress-Egress Easement shall constitute covenants running with the land and shall be binding upon the parties thereto and their successors and assigns. In the event of the conveyance of either parcel of land herein described, the obligations created hereunder shall become the obligations of the grantee, and thereafter the conveying grantor shall have no personal liability hereunder.

This Ingress-Egress Easement shall be perpetual in duration and shall continue in effect until modified or terminated by written agreement of the parties.

EXECUTED at Omaha, Nebraska, this 30 day of November, 1995.


Donald J. Hays


Donna K. Hays


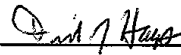

Richard L. Scott


Christopher J. Scott

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

Before me, a Notary Public, qualified for said county, personally came Donald J. Hays and Donna K. Hays, husband and wife, known to me to be the identical persons who signed the foregoing Ingress-Egress Easement and acknowledge execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 30 day of November, 1995.


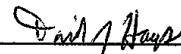

Notary Public 

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

Before me, a Notary Public, qualified for said county, personally came Richard L. Scott, known to me to be the identical person who signed the foregoing Ingress-Egress Easement and acknowledge execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 30 day of November, 1995.



Notary Public 

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF Nebraska)
COUNTY OF Douglas) ss:

Before me, a Notary Public, qualified for said county, personally came Christopher J. Scott, known to me to be the identical person who signed the foregoing Ingress-Egress Easement and acknowledge execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 30 day of November, 1995.

 GENERAL NOTARY-State of Nebraska
DAVID J HAYS
My Comm. Exp. Dec. 31, 1996
Notary Public

David J Hays

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS