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EASEMENT AGREEMENT

BOOK **785** PAGE **281**

KNOW ALL MEN BY THESE PRESENTS:  
GEOFFREY H. GIBBS  
JUDGE OF SUPERIOR COURT, ALABAMA

WHEREAS, Charles G. Smith, Trustee, hereinafter referred to as Grantor, is the record owner and holder of legal title to that parcel of property described on the attached Exhibit "A" which is incorporated herein by this reference and for ease and convenience will be referred to as Parcel "A"; and

WHEREAS, KV International, Inc. as Grantee, has purchased from Grantor that property described on the attached Exhibit "B" which is incorporated herein by this reference and for ease and convenience will be referred to as Parcel "B"; and

WHEREAS, it is the desire of the Grantor herein to grant and convey unto Grantee and to its successors and assigns, a non-exclusive permanent easement over, through and across that property described as Parcel "A" hereinafter for the purposes of providing Grantee, its successors and assigns and its and their customers and invitees, the right of ingress and egress over and across such Parcel "A" and to construct a driveway thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee and to its successors and assigns, a non-exclusive permanent easement over, through and across the property described on the attached Exhibit "A" for the purpose of providing Grantee, its successors and assigns and its and their customers and invitees the right of ingress and egress over and across such property described on the attached Exhibit "A" and to construct a driveway thereon.

TO HAVE AND TO HOLD the above described easement unto the Grantee and its successors and assigns, as appurtenant to the property as described on the attached Exhibit "B".

All provisions of this instrument, including the benefits and burdens shall run with the land and are binding upon and inure to the benefit of the Grantor and Grantee herein and their respective successors and assigns.

15411  
7/15/86

IN WITNESS WHEREOF, the undersigned has caused this Easement Agreement to be signed and delivered this 12th day of August, 1986.

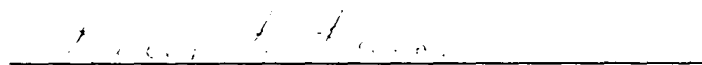
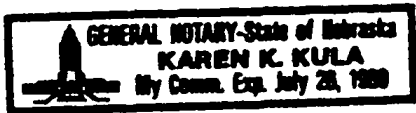


CHARLES G. SMITH, TRUSTEE

STATE OF NEBRASKA)  
  ) ss  
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Charles G. Smith, Trustee, to me known to be the identical person who executed the above Easement Agreement and acknowledged his execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 12<sup>th</sup> day of August, 1986.

  
\_\_\_\_\_  
Notary Public

LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

An Ingress and Egress Easement located in part of the Northeast 1/4 of Section 7, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4 of Section 7; thence N89°59'58"W (assumed bearing) along the North line of said Northeast 1/4 of Section 7, a distance of 1285.05 feet; thence S00°00'02"W, a distance of 81.78 feet to a point on the South right-of-way line of West Maple Road, said point also being the Point of Beginning; thence S00°13'40"E, a distance of 89.06 feet; thence Southwesterly on a curve to the right with a radius of 260.79 feet, a distance of 203.47 feet, said curve having a long chord which bears S22°07'23"W, a distance of 198.35 feet; thence S44°28'27"W, a distance of 177.41 feet; thence N45°31'33"W, a distance of 60.00 feet; thence N44°28'27"E, a distance of 128.77 feet; thence Northerly on a curve to the left with a radius of 249.95 feet, a distance of 195.01 feet, said curve having a long chord which bears N22°07'23"E, a distance of 190.10 feet; thence N00°13'40"W, a distance of 98.26 feet to a point on said South right-of-way line of West Maple Road; thence S89°59'43"E along said South right-of-way line of West Maple Road, a distance of 40.00 feet; thence S77°29'54"E along said South right-of-way line of West Maple Road, a distance of 41.01 feet to the Point of Beginning.

Exhibit "A"

## LEGAL DESCRIPTION

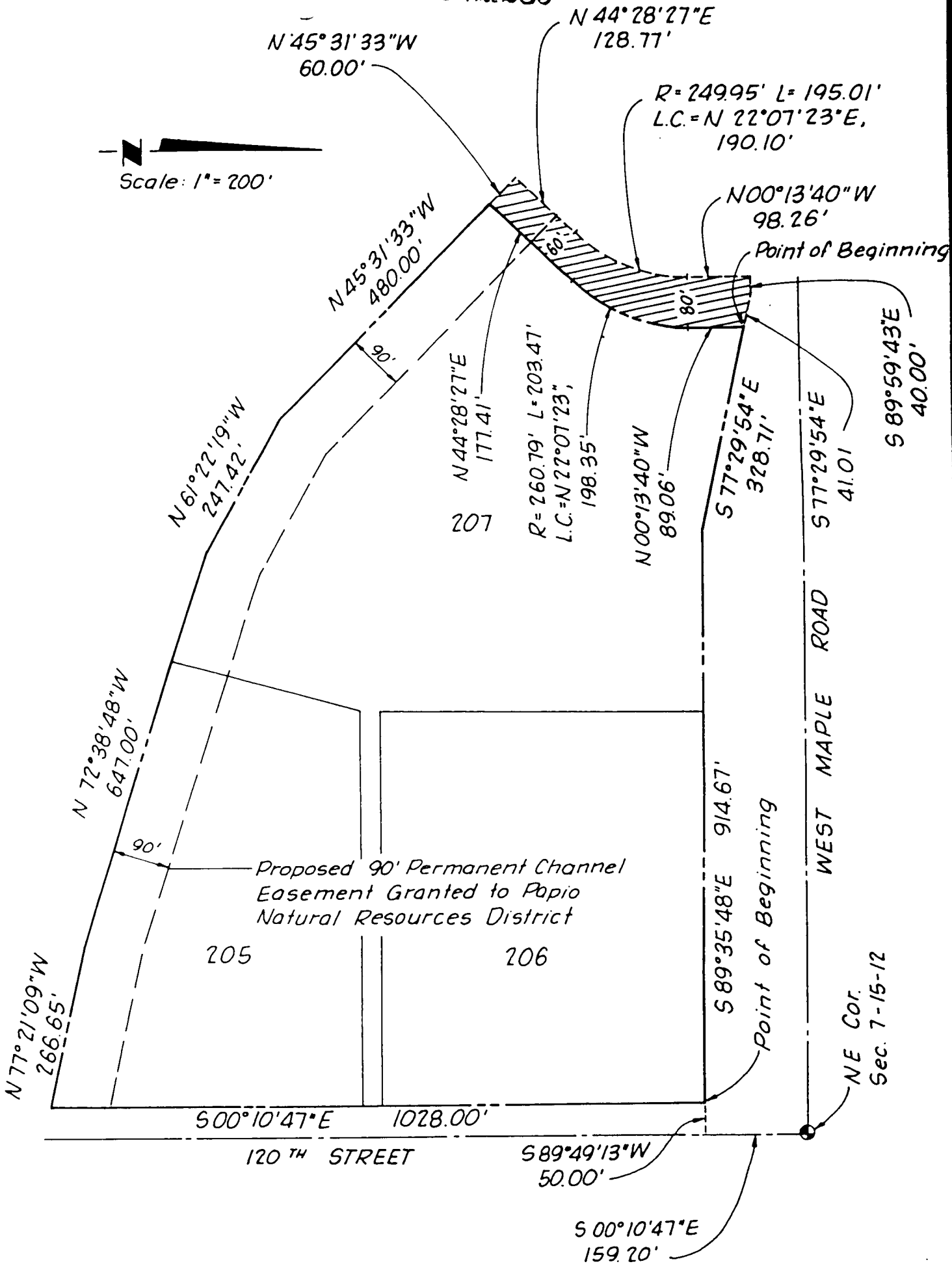
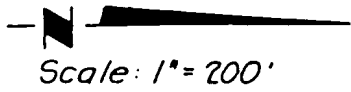
Proposed Lots 205, 206 and 207  
STONEGATE

A tract of land located in part of the Northeast 1/4 of Section 7, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4 of Section 7; thence  $S00^{\circ}10'47''E$  (assumed bearing) along the East line of said Northeast 1/4 of Section 7, a distance of 159.20 feet; thence  $S89^{\circ}49'13''W$ , a distance of 50.00 feet to the point of intersection of the South right-of-way line of West Maple Road and the proposed West right-of-way line of 120th Street, said point also being the Point of Beginning; thence  $S00^{\circ}10'47''E$  along said proposed West right-of-way line of 120th Street, a distance of 1028.00 feet; thence  $N77^{\circ}21'09''W$ , a distance of 266.65 feet; thence  $N72^{\circ}38'48''W$ , a distance of 647.00 feet; thence  $N61^{\circ}22'19''W$ , a distance of 247.42 feet; thence  $N45^{\circ}31'33''W$ , a distance of 480.00 feet; thence  $N44^{\circ}28'27''E$ , a distance of 177.41 feet; thence Northerly on a curve to the left with a radius of 760.79 feet, a distance of 203.47 feet, said curve having a long chord which bears  $N22^{\circ}07'23''E$ , a distance of 198.35 feet; thence  $N00^{\circ}13'40''W$ , a distance of 89.06 feet to a point on said South right-of-way line of West Maple Road; thence  $S77^{\circ}29'54''E$  along said South right-of-way line of West Maple Road, a distance of 328.71 feet; thence  $S89^{\circ}35'48''E$  along said South right-of-way line of West Maple Road, a distance of 914.67 feet to the Point of Beginning.

Said tract of land contains an area of 25.14 acres, more or less.

Exhibit "B"



LEGEND



- Ingress Egress Esmt.