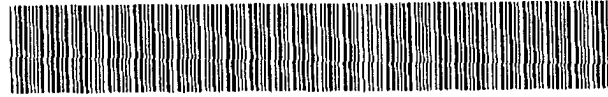


MISC 2009128773



DEC 02 2009 10:37 P 6

Misc. 31.00 36 38105  
K 6/2 8/2

Record and Return to: Welch Law Firm, P.C.  
1299 Farnam St., Suite 1220  
Omaha, NE 68102

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
12/2/2009 10:37:40.86



2009128773

**EASEMENT AGREEMENT**

This Easement Agreement is executed this 23 day of November, 2009, by and between Scott L. Taylor, a/k/a Lewis Scott Taylor and Tracy L. Roberts ("Grantors"), and Tracy L. Roberts and Christopher H. Roberts, ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of the real estate located in Omaha, Douglas County, Nebraska, legally described as follows:

Lot 3, Taylor Florist Addition, as surveyed, platted, and recorded in Douglas County, Nebraska ("Grantor Property").

WHEREAS, Grantee is the owner of the real estate located in Omaha, Douglas County, Nebraska, legally described as follows:

Lot 4, Taylor Florist Addition, as surveyed, platted, and recorded in Douglas County, Nebraska ("Grantee Property").

WHEREAS, the south boundary line of the Grantee Property abuts a portion of the north boundary line of the Grantor Property; and

WHEREAS, the Grantee Property has a garage and parking area near its southern boundary, and access to and from said garage and parking area can only be practically accommodated by passing over a portion of the Grantor Property; and

✓  
010338

WHEREAS, Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, has agreed to grant to Grantee a perpetual, nonexclusive joint easement or right of way for ingress, egress, and driving on that portion of the Grantor Property, as depicted on the plat attached hereto and marked Exhibit "A" and by this reference incorporated herein (the "Easement Area") for the purpose of accessing said garage on the Grantee Property for the benefit of the Grantee Property.

NOW, THEREFORE, it is agreed as follows:

1. **GRANT OF EASEMENT. PURPOSE OF EASEMENT. BURDEN AND BENEFIT.**

Grantor hereby grants to Grantee, its successors and assigns, a nonexclusive, perpetual right of way and easement to use the Easement Area for the benefit of the Grantee Property, both as a burden upon the Grantor Property and as an appurtenant benefit to the Grantee Property. The Easement Area shall be used and enjoyed in common for ingress, egress, entrance, access, and driving. During the term hereof, no party shall construct or permit to be constructed any fence, barrier, parking arrangement, or other obstruction of any nature or any kind whatsoever in the Easement Area that will in any way hinder, deter, restrict or otherwise prevent vehicular and pedestrian traffic and passageway and ingress and egress in and through the Easement Area, or that will in any manner interfere with or limit the free use, accessibility and enjoyment of the rights and easements granted in this Agreement. The Easement Area shall be devoted solely to entranceways, exits, and access routes, and for no other purpose.

2. **MORTGAGES AND LEASES SUBORDINATE.**

Any mortgage, deed of trust, or lease upon the Easement Area shall, at all times, be subordinate and subject to the terms of this Easement Agreement. Any party

foreclosing any such mortgage or deed of trust shall acquire title to the foreclosed premises subject to all of the terms of this Easement Agreement which shall remain in full force and affect.

3. **TERM; NONEXCLUSIVE.**

The easement hereby granted and established shall be perpetual and nonexclusive.

4. **WAIVER.**

No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed as a waiver thereof, and every such right may be exercised at any time during the continuance of any default. A waiver by any party of a breach or a default in the observance or performance of any term or condition of this Easement Agreement by the other shall not be construed as a waiver of any subsequent breach or default. No breach, whether or not material, of the obligations imposed upon either party hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Easement Agreement.

5. **COVENANTS RUNNING WITH THE LAND.**

The easement, benefits, and obligations hereunder shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

6. **MISCELLANEOUS.**

(a) If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of this Easement Agreement or

application thereof to any other person or circumstance shall not be affected hereby; the remainder of this Easement Agreement shall be given effect as if such inoperative portion had not been included; the invalidity shall not effect the consideration for this Easement Agreement; and each provision hereof shall be valid and enforceable.

(b) This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

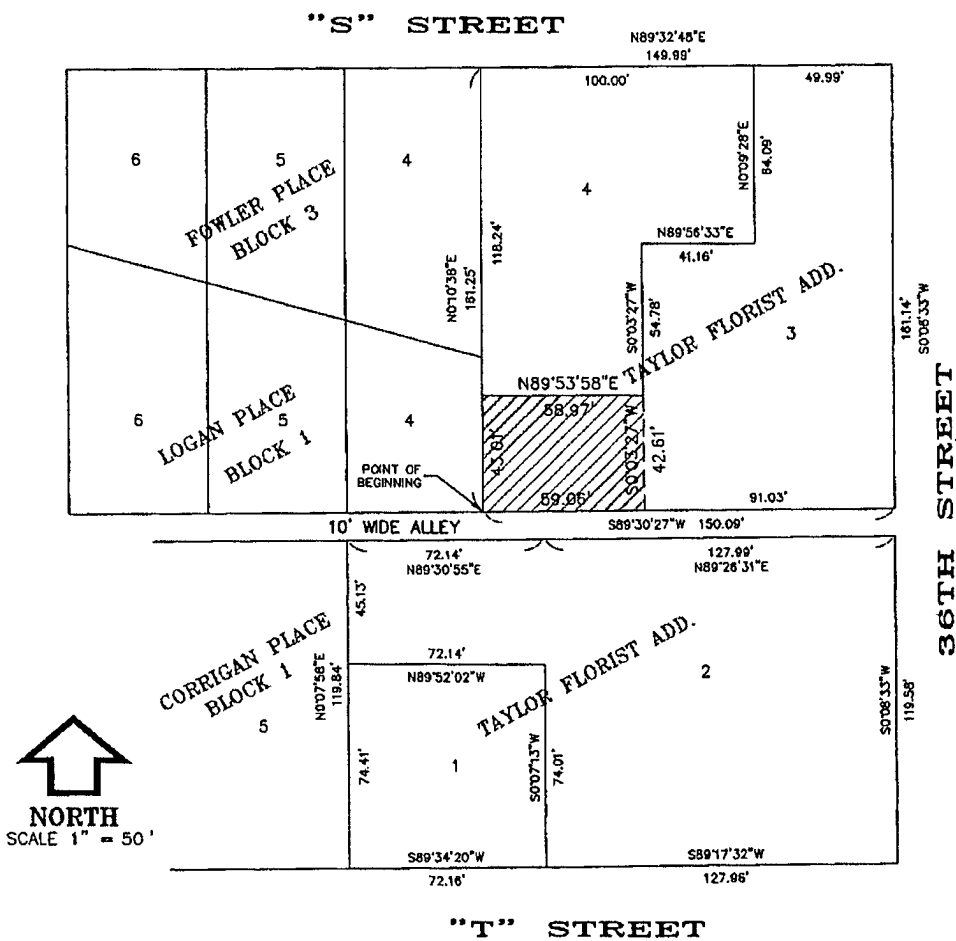
IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.



Project No. 091237  
 Date: 9/23/09

Exhibit "A"

**DESCRIPTION & SKETCH**



**LEGAL DESCRIPTION**

PART OF LOT 3, TAYLOR FLORIST ADDITION, AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, TAYLOR FLORIST ADDITION; THENCE N00°10'38"E ON THE WEST LINE OF SAID LOT 3 A DISTANCE OF 43.01 FEET TO THE SOUTHWEST CORNER OF LOT 4, TAYLOR FLORIST ADDITION; THENCE N89°53'58"E ON THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 58.97 FEET; THENCE S00°03'27"W A DISTANCE OF 42.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE S89°30'27"W ON THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 59.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2,528 SQUARE FEET, MORE OR LESS.



**EHRHART  
 GRIFFIN &  
 ASSOCIATES**

ENGINEERING      PLANNING      LAND SURVEYING  
 3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631