

13-15-10

THIS AGREEMENT, made and entered into this 2nd day of August, 1974, by and between FRANK R. KREJCI (hereinafter referred to as "Krejci"), and RANDALL L. PIKE and LOUISA B. PIKE, husband and wife (hereinafter referred to as "Pike");

W I T N E S S E T H:

WHEREAS, Pike has purchased from Krejci that real estate described on Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, Krejci is the owner of the real estate immediately to the south of that real estate described on Exhibit "A"; and

WHEREAS, the parties desire to provide for a roadway along the south boundary line of the real estate described on Exhibit "A" for their mutual benefit and the benefit of their successors in title and their assignees;

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

I. GRANT OF EASEMENT TO KREJCI. Pike hereby grants and conveys unto Krejci for the benefit of that real estate immediately south of the following described easement area, a perpetual and permanent easement thirty-seven and one-half (37 1/2) feet wide over, below and upon that real estate described on Exhibit "B" attached hereto and by this reference made a part hereof, for access of ingress and egress by pedestrian and vehicular traffic and for maintenance and improvement of such roadway as shall be constructed thereupon.

II. GRANT OF EASEMENT TO PIKE. Krejci hereby grants and conveys unto Pike for the benefit of the real estate described on Exhibit "A", a perpetual and permanent easement twelve and one-half (12 1/2) feet wide over, below and upon that real estate described on Exhibit "C" attached hereto and by this reference made a part hereof, for access of ingress and egress by pedestrian and vehicular traffic and for construction, improvement and maintenance of such roadway as shall be constructed thereon.

III. ROADWAY CONSTRUCTION. The roadway to be constructed upon said easement areas shall be constructed by Pike at no cost to Krejci. Krejci shall have the right but not the obligation to maintain and/or improve said roadway, but any such maintenance or improvement shall be at Krejci's expense unless otherwise agreed. Pike shall have the right, but not the obligation, to maintain and/or improve said roadway, but any such maintenance or improvement shall be at Pike's expense unless otherwise agreed.

IV. BINDING EFFECT. This cross-easement agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, heirs and assigns, and the successors in title to that real estate.



EXHIBIT "A"  
PIKE REAL ESTATE

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That part of the South 1/2 of the North 1/2 of the Southwest 1/4 of Section 13, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, and described as follows: Beginning at the point where the North line of the South 1/2 of the North 1/2 of the Southwest 1/4 meets the West line of Skyline Drive; which point of beginning is also 532.21' West and 661.25' South of the Northeast corner of the Southwest 1/4 of said Section 13, Township 15 North, Range 10 East; thence S48°57' West along the West edge of Skyline Drive a distance of 123.0'; thence N59°46' West a distance of 57.9' to point "C"; thence S73°25' West a distance of 252.6' to point "D"; thence N71°12' West a distance of 72.0'; thence N64°22' West a distance of 233.9'; thence East along the North line of the South 1/2 of the North 1/2 of the Southwest 1/4 of said Section 13 a distance of 663.8' to the point of beginning, in Douglas County, Nebraska (at point "C" there shall be a curve to the left of 25' radius and at point "D" there shall be a curve to the right of 25' radius).

EXHIBIT "B"  
EASEMENT TO KREJCI

A tract of land thirty-seven and one-half (37 1/2) feet wide lying immediately North of the property line described as follows, to wit: Referring to a point which is that point where the North line of the South 1/2 of the North 1/2 of the Southwest 1/4 meets the West line of Skyline Drive; Thence South 48°57' West along the West edge of Skyline Drive a distance of 123.0 feet to the point of beginning; thence North 59°46' West a distance of 57.9 feet to point "C"; thence South 73°25' West a distance of 252.6 feet to point "D"; thence North 71°12' West a distance of 72.0 feet; Thence North 64°22' West a distance of 233.9 feet to the North line of the South 1/2 of the North 1/2 of the Southwest 1/4 of Section 13, Township 15 North, Range 10 East of the 6th P.M. in Douglas County, Nebraska (at point "C" there shall be a curve to the left of 25' radius and at point "D" there shall be a curve to the right of 25' radius).

