

RIGHT OF WAY EASEMENT

This Agreement made this 28<sup>th</sup> day of ~~August~~ September, 1981 by Bennington Heights Company, a Nebraska partnership, successor to Bennington Heights Inc., a Nebraska corporation, Grantor, and Dale J. Mohr and Ila M. Mohr, husband and wife, Grantees.

WHEREAS, Grantor's predecessor conveyed to Grantees by Warranty Deed, dated December 22, 1976, Lot 2 Bennington Heights Commercial, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (recorded in Book 1560, Page 445 at the office of Douglas County Register of Deeds); and

WHEREAS, Grantor's predecessor sold and conveyed said Lot 2 to Grantees for their stated purpose of building a general merchandise store for operation of a "Gamble Store" franchise; and

WHEREAS, Grantor's predecessor was aware of the need for a loading dock in the back of the store to accommodate the Gamble Company's style of delivery of merchandise by semi-trailer truck to Grantees' said store; and

WHEREAS, Grantor's predecessor agreed that Grantees should have an easement over LOTS 3 and 4, which it owns immediately adjacent to said LOT 2, for the specific purpose of a right of way for said semi-trailers to pull up and (jack-knife) back up to Grantees' dock in order to receive merchandise; and

WHEREAS, Grantees have so used said easement.

NOW, therefore, Grantor, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantees an easement over said Lots 3 and 4 Bennington Heights Commercial, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska for a right of way sufficient to accommodate the semi-trailers to back up to Grantees' dock in their building on said Lot 2.

To have and to hold said easement unto said Grantees, their heirs, personal representatives, successors and assigns until said Grantees' building shall cease to be used as a building which requires the use of a dock, and it is understood and agreed that these covenants and agreements shall run with the land.

Provided however, that Grantees agree that a final specific right-of-way (driveway) easement over said Lots 3 and 4 limiting their indiscriminate use of the whole of Lots 3 and 4 will be delineated for the purpose of enabling Grantor to proceed with its subdivision development, consistent however with Grantees' need for sufficient space for a semi-trailer truck to drive in to said Lots 3 and 4 and back up to Grantees' dock.

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Grantor agrees herewith to provide the survey for said specific easement at its own cost and expense, and further agrees that said easement will be sufficiently long and wide enough for reasonably efficient use by semi-trailer trucks (~~is, a minimum of 100 feet long by 45 feet wide~~).

Executed this 28<sup>th</sup> day of ~~August~~<sup>September</sup>, 1981.

Bennington Heights Company,  
a Nebraska partnership  
Grantor

By William P. Dorn  
Partner

Accepted:

Dale J. Mohr  
Dale J. Mohr, Grantee

Ila M. Mohr  
Ila M. Mohr, Grantee

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on ~~August~~<sup>September</sup> 28, 1981 by William P. Dorn, Partner, on behalf of Bennington Heights Company, a Nebraska partnership.

GENERAL NOTARY - State of Nebraska  
ROSE M. KELLER  
My Comm. Exp. 7-6-84

Rose M. Keller  
Notary Public

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REGISTER OF DEEDS  
DOUGLAS COUNTY, NEB.