

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 24 day of July, 1984, between SIDNEY WERTHEIM, a resident of Omaha, Douglas County, Nebraska (Grantee) and the JUDITH NELSEN KEEP TRUST, the ANDREW C. NELSEN TRUST, the KAREN NELSEN ILER TRUST, all by C. CLIFTON NELSEN, as Trustee of each of said Trusts, and C. CLIFTON NELSEN and DIANNE E. NELSEN, husband and wife (Grantor).

## WITNESSETH:

1. In consideration of the sum of One Dollar and no/100 (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee and his successors in interest an easement and a right of way across the land owned by Grantor, more specifically described in Appendix A hereto, for the purposes of perpetual ingress and egress to the property of Grantee which is specifically described in Appendix B hereto.

2. This easement is for the benefit of Grantee's said property and shall insure the continued reasonable ingress and egress of Grantee across the land of the Grantor and shall run with the land.

3. This easement may be relocated by the Grantor provided that reasonably similar access is given to Grantee by such relocation.

4. Such relocation costs of the easement shall be reasonably apportioned between the Grantor and Grantee at the reasonable discretion of the Grantor, in the event and at such time as the Grantor may determine to locate and construct a permanent roadway for ingress

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and egress. Such relocation costs shall be incurred only once by the Grantee. Any further relocation of the roadway after construction of the permanent roadway for ingress and egress, shall be at the expense of the Grantor. Grantee agrees to build, construct, and maintain any access roads across the property of Grantee leading to such permanent roadway constructed over the easement granted herein.

5. This easement shall create, for the benefit of said property of the Grantee, public road access to either "I" Street on the North, or 120th Street on the West, or "L" Street on the South of Grantor's land at Grantor's discretion.

6. Grantor agrees to provide Grantee reasonable ingress and egress across its land at all times, including that period of time during which there is any future relocation of the easement or the construction, cleanup, or restoration of same on the land of Grantor.

7. Grantor shall have the right to full use and enjoyment of its land except for such use as may reasonably interfere with the exercise of Grantee's easement rights granted herein.

8. Grantor shall have the right to place along, across, and over the easement granted herein, as many roads, streets, sidewalks, passageways, electric light and power lines, waterlines, sewer lines, gas lines, telephone poles and telephone lines and any other utility or structure as Grantor may desire, provided that said installation or structure shall not interfere with the easement of Grantee.

9. Grantee shall be entitled to the easement from and after the date of this Easement Agreement.

10. Grantee agrees to pay all recording fees required to record the easement granted herein or any releases or discharges as may be required.

11. This easement shall be subject to the obligation of Grantee to pay a fair, reasonable and equitable share of the costs of maintaining the roadway over the easement, as reasonably determined by Grantor, as to the temporary roadway now existing, any permanent roadway hereafter installed, or any other roadway serving the easement. Such costs shall include, but not limited to, expenses for seal coating asphalt, patching the roadway and snow removal. The foregoing notwithstanding, until such time as construction of a building or other improvements to Grantee's property shall commence, or such time as Grantee shall occupy and use said property, Grantee shall have no obligation to share in such costs.

12. This agreement constitutes the entire agreement between the parties and is entered into with full knowledge by Grantor and Grantee as to the lands, buildings and improvements thereon and their character and quality. No representations or warranties of any nature have been made by Grantor and Grantee which are not entered into this contract and reliance upon any representations

or warranties, except as such may be set forth herein. No variations or modifications of or amendments to the terms of this contract shall be binding unless reduced to writing and signed by all parties hereto.

13. All the terms, covenants, and conditions contained herein this Easement Agreement shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns respectively, forever.

14. All references to any parties, persons, entities or corporations, the use of any particular gender, the plural or singular number, are intended to include the appropriate gender and number as the text of the within instrument may require.

15. The foregoing notwithstanding, it is specifically understood and agreed, and this easement shall be subject to the Grantee's obligation, that at any time hereafter, the Grantor may require the Grantee to forthwith release and discharge the above and foregoing easement as to any part of the Grantor's land, as specified in Appendix A, attached hereto, PROVIDED Grantor shall at all times provide ingress and egress to and from Grantee's property over some portion of Grantor's property at all times. In the event the Grantor shall locate and construct a permanent roadway for the easement, as set out in paragraph #4 hereof, the same shall be specifically described by metes and bounds and recorded as a permanent easement in the Office of the Register of Deeds, whereupon the same shall be final in all respects, and the

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## DARREL DANGBERG &amp; ASSOCIATES

CONSULTING ENGINEERS - SURVEYORS

3006 SOUTH 87TH STREET OMAHA, NEBRASKA 68124

AREA CODE 402 - 393 - 2310

Project No. 7317 - J.A.C.K. Trust  
Sheet 2 of 2

Location: SW 1/4, NW 1/4  
Section 5, T14N, R12E

LEGAL DESCRIPTION:

A tract of land lying wholly within the Southwest Quarter of the Northwest Quarter of Section 5, Township 14 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, and more particularly described as follows:

Beginning at a point on the South line of the SW 1/4 of the NW 1/4 of said Section 5, said point being 603.90 feet West of the SE corner of said SW 1/4, NW 1/4 of Section 5; thence N 90°00'00" W (assumed bearing) along the South line of said SW 1/4 of the NW 1/4 of said Section 5, a distance of 328.42 feet to a point on the Easterly right-of-way line of 120th Street; thence N 34°-35' 44" W, along the Easterly R.O.W. line of 120th Street, a distance of 436.21 feet; thence N 05°39'53" W along the Easterly R.O.W. line of 120th Street, a distance of 704.22 feet; thence N 89°34'39" W a distance of 25.00 feet; thence N 00°25'21" E along the Easterly R.O.W. line of 120th Street, said line being 50.00 feet Easterly and parallel to the West line of the SW 1/4 of the NW 1/4 of said Section 5, a distance of 209.98 feet; thence N 44°52'37" E a distance of 35.70 feet to a point on the Southerly R.O.W. line of "I" Street; thence S 89°56'39" E along the Southerly R.O.W. line of "I" Street said line being 33.0 feet Southerly and parallel to the North line of the SW 1/4 of the NW 1/4 of Section 5, a distance of 578.34 feet; thence S 80°22'02" E along the Southerly R.O.W. line of "I" Street a distance of 102.20 feet; thence N 89°52'19" E along the Southerly R.O.W. Line of "I" St. a distance of 328.39 feet; thence S 00°00'00" W a distance of 82.48 feet; thence S 89°53'18" W a distance of 456.00 feet; thence S 44°56'00" W a distance of 35.41 feet; thence S 00°00'00" W a distance of 703.74 feet; thence S 90°00'00" E a distance of 117.00 feet; thence S 00°00'00" W a distance of 466.15 feet to the point of Beginning and containing 15.90 acres more or less.

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APPENDIX B

BOOK **716** PAGE **482**

LEGAL DESCRIPTION

Parcel Two

A tract of land wholly within the Southwest Quarter of the Northwest Quarter of Section Five (5), Township 14 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Five (5); thence North 90°00'00" West (assumed bearing) on the South line of the Southwest Quarter of the Northwest Quarter of the aforesaid Section Five (5) a distance of 239.90 feet; thence North 00°00'00" East a distance of 627.06 feet to the point of beginning; thence North 90°00'00" West and parallel to the South line of said Southwest Quarter of the Northwest Quarter of said Section Five (5), a distance of 481 feet; thence North 00°00'00" East a distance of 268.60 feet; thence North 89°53'00" East a distance of 481.01 feet; thence South 00°00'00" West a distance of 269.56 feet to the point of beginning.

*1 More*

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C. HAROLD DENTON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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