

MISC 1988 21755

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MUTUAL EASEMENT AGREEMENT

THIS MUTUAL EASEMENT AGREEMENT, executed in duplicate originals, by and between JOHN J. GOSTOMSKI and MARY F. GOSTOMSKI, husband and wife, Party of the First Part, hereinafter referred to as "GOSTOMSKI", and CENTRAL INVESTMENT COMPANY, A Nebraska Limited Partnership, Party of the Second Part, hereinafter referred to as "NELSEN".

WHEREAS, Gostomski is the owner of certain real estate, desribed as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND

MADE A PART HEREOF

hereinafter described as PARCEL "A"; and

WHEREAS, Nelsen is the owner of certain real estate described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND

MADE A PART HEREOF

hereinafter described as PARCEL "B"; and

WHEREAS, the aforesaid real estate, Parcel "A" and Parcel "B", adjoin each other, and the parties hereto desire to grant to each other permanent easements for egress and ingress over and across the said parcels of real estate, for their mutual interests.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set out, the parties hereto agree:

THAT, Gostomski does hereby and by these presents grant unto Nelsen non-exclusive rights to use Parcel "A" over and across the same for Nelsen's ingress and egress.

THAT, Nelsen does hereby and by these presents grant unto Gostomski non-exclusive rights to use Parcel "B" over and across the same, for Gostomski's ingress and egress.

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THAT, all costs and charges relating to the construction and maintenance of said Parcel "A" and Parcel "B" for roadway purposes shall be shared equally by and between Gostomski and Nelsen.

THAT, the aforesaid use of said Parcels "A" and "B" shall inure to the respective Parties' agents, servants and employees, and guests, customers and delivery agencies and their servants and employees.

THAT, any modification or variance of the above and foregoing mutual easements shall be invalid, unless in writing and executed by the Parties hereto or their assigns and duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

THAT, this Mutual Easement Agreement shall run with the land.

THAT, this Mutual Easement Agreement shall inure to the benefit of the Parties hereto and/or their respective assignees.

THAT, this Mutual Easement Agreement shall be duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska, in the manner and form as the Register of Deeds shall determine.

DATED this <u>97</u> day of November, 1988 in Omaha, Nebraska.

John J. Gostomski

Mary F. Gostomski

PARTY OF FIRST PART

CENTRAL INVESTMENT COMPANY, A Nebraska Limited Partnership

Andrew C. Nelsen, General

Fartner

PARTY OF SECOND PART

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31% day of November, 1988, before me the undersigned, a Notary Public in and for said County and State, personally appeared JOHN GOSTOMSKI and MARY F. GOSTOMSKI, Husband

and Wife, known to me to be the identical persons who executed the above and foregoing MUTUAL EASEMENT AGREEMENT and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last above written. \circ

My Commission Expires April 4, 1991

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21th day of November, 1988, before me the undersigned, a Notary Public in and for said County and State, personally appeared ANDREW C. NELSEN, personally known to me to be the General Partner of Central Investment Company, A Nebraska Limited Partnership, and personally known to me to be the identical person who executed the above and foregoing MUTUAL EASEMENT AGREEMENT, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and Notarial Seal the day and date last above written.

Notary Public

My Commission expired SHANNON

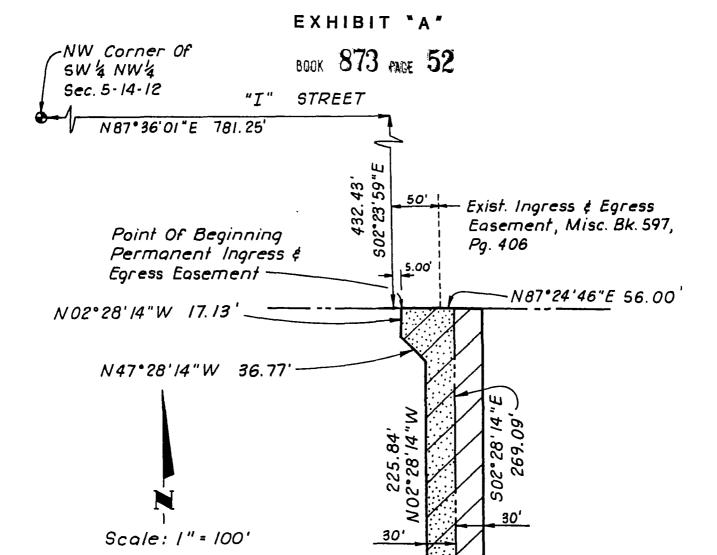
4-4-91

GENERAL NOTARIAL

STATE OF NEBRASKA

Commission Expires

April 4, 1991



LEGAL DESCRIPTION INGRESS AND EGRESS EASEMENT

5 87°31'46"W 30.00'

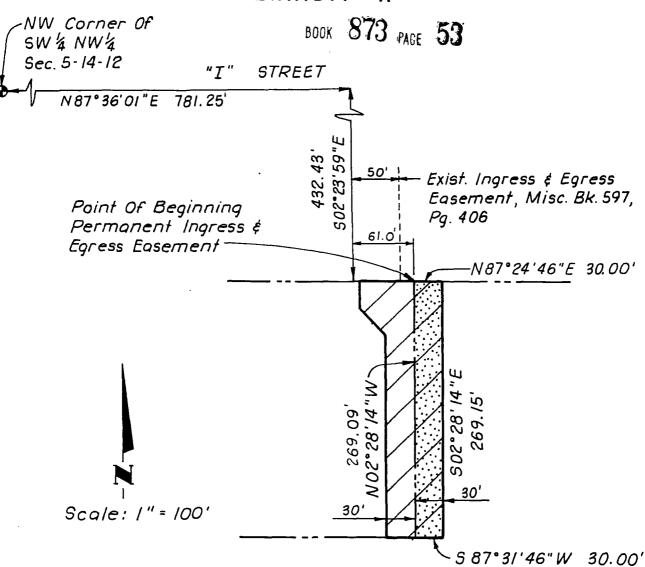
A permanent ingress and egress easement located in the SW 1/4 of the NW-1/4 of Section 5, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of the NW 1/4 of Section 5; thence N87°36 01"E (Assumed Bearing) along the North line of said SW 1/4 of the NW 1/4 of Section 5, a distance of 781.25 feet; thence S02°23'59"E, a distance of 432.43 feet; thence N87°24'46"E, a distance of 5.00 feet to the Point of Beginning; thence continuing N87°24'46"E, a distance of 56.00 feet; thence S02°28'14"E, a distance of 269.09 feet; thence S87°31'46"W, a distance of 30.00 feet; thence N02°28'14"W, a distance of 225.84 feet; thence N47°28'14"W, a distance of 36.77 feet; thence N02°28'14"W, a distance of 17.13 feet to the Point of Beginning.

#88023 12-19-88

ELLIOTT & ASSOCIATES 5316 South 132nd Street Omaha, Nebraska 68137

EXHIBIT "A"



LEGAL DESCRIPTION INGRESS AND EGRESS EASEMENT

A permanent ingress and egress easement located in the SW 1/4 of the NW 1/4 of Section 5, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of the NW 1/4 of Section 5; thence N87°36 01"E (Assumed Bearing) along the North line of said SW 1/4 of the NW 1/4 of Section 5, a distance of 781.25 feet; thence S02°23'59"E, a distance of 432.43 feet; thence N87°24'46"E, a distance of 61.00 feet to the Point of Beginning; thence continuing N87°24'46"E, a distance of 30.00 feet; thence S02°28'14"E, a distance of 269.15 feet; thence S87°31'46"W, a distance of 30.00 feet; thence N02°28'14"W, a distance of 269.09 feet to the Point of Beginning

#88023 11-15-88 Revised 12-19-88

ELLIOTT & ASSOCIATES 5316 South 132nd Street Omaha, Nebraska 68137