



BK 0833 PG 144



MISC 1987 20367

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AGREEMENT

EASEMENT AGREEMENT, entered into this 30th day of June, 1986, between JOSEPH J. TOUREK and ELIZABETH A. TOUREK, husband and wife, ("Grantors") and JOSEPH CASCIO, JR., TRUSTEE, ("Grantee").

WITNESS:

For valuable consideration, receipt of which is acknowledged, Grantors give and grant to Grantee the following permanent easement over, under and upon the following described real estate owned by Grantors.

Permanent:

Block 171
That part of Lot Five (5), CITY OF OMAHA, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, lying generally in the Southeast corner, approximately six feet in width and fifteen feet in depth, containing washroom facilities.

The permanent easement shall be perpetual in duration and shall run with the land, and shall commence at date hereof.

The purpose and scope of the easement shall be to enable the owner of Lot Six (6), Block One hundred seventy-one (171), CITY OF OMAHA, as surveyed, platted and recorded, to use and occupy the area comprising the washroom facilities located upon Grantor's real estate and shall include the right of access over the permanent easement area for the above uses and purposes.

Grantee shall be obligated to maintain, repair, and replace the fixtures, plumbing and other installations and equipment in the easement area and by execution of this easement does hereby agree to be solely responsible for such repairs, maintenance and replacement.

Grantee is purchaser under a land contract of the following described real estate:

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Lot 6, Block 171, in the City of Omaha, as surveyed, lithographed in Douglas County, Nebraska, and also a strip of land adjoining said lot on the North described as follows: Beginning at the NE corner of Lot 6, in Block 171, and running thence North 1 foot, thence West 66 feet, thence South 1 foot to the NW corner of said Lot 6, thence East along the North line of said Lot 6, 66 feet to the place of beginning.

and the permanent easement shall run with the land and inure to its

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benefit for the uses and purposes set forth herein and the covenants and obligations of Grantee set forth herein shall be binding upon Grantee, his successors and assigns.

This Easement Agreement shall be binding upon and inure to the benefit of Grantors and Grantee, their heirs, administrators, executors, personal representatives, grantees, successors and assigns.

IN WITNESS WHEREOF, Grantors and Grantee executed this Easement Agreement the date first above written.

Joseph J. Tourek

Elizabeth A. Tourek

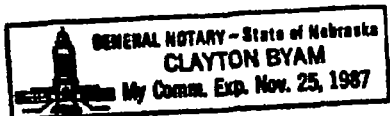
GRANTORS

Joseph J. Cascio Trustee

GRANTEE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

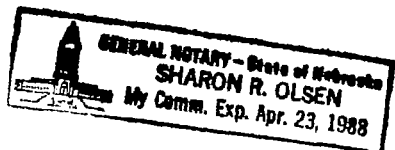
On this 30th day of June, 1986, before the undersigned, a Notary Public, personally appeared JOSEPH J. TOUREK and ELIZABETH A. TOUREK, husband and wife, Grantors, to me known to be the persons who executed the above and foregoing Easement Agreement and they acknowledged execution to be their voluntary act and deed.



Clayton Byam
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 11 day of ~~June~~ ^{July} 1986, before the undersigned, a Notary Public, personally appeared JOSEPH J. CASCIO, JR., TRUSTEE, Grantee, to me known to be the person who executed the above and foregoing Easement Agreement and he acknowledged execution to be his voluntary act and deed.



Sharon R. Olsen
Notary Public