

9-15-12

AGREEMENT TO CONVEY DRIVEWAY AND UTILITY EASEMENT

THIS AGREEMENT has been made the 29th day of August, 1975, between FRANK R. KREJCI and VERA J. KREJCI, husband and wife, and ROLAND F. WAITE, unmarried, hereinafter called the present owners, of the City of Omaha, County of Douglas, State of Nebraska, and DR. JOSEPH A. GRASSO and DELORES A. GRASSO, husband and wife, of the City of Omaha, County of Douglas, State of Nebraska, WITNESSETH:

WHEREAS, the present owners above named are the owners of the following described real estate, to-wit:

A tract of land in the Northwest ¼ of Section 9, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest ¼ of said Section 9; thence N 00° 00' 00" E (assumed bearing) along the East line of the Northwest ¼ of said Section 9, a distance of 464.80 feet; thence N 90° 00' 00" W, a distance of 36.66 feet to the point of beginning, said point being on the Westerly right-of-way line of 102nd Street; thence continuing N 90° 00' 00" W, a distance of 162.00 feet; thence N 00° 00' 00"E, a distance of 124.00 feet; thence N 90° 00' 00" E, a distance of 119.48 feet to the Westerly right-of-way line of 102nd Street; thence S 18° 55' 30" E, along said Westerly right-of-way of 102nd Street, a distance of 131.09 feet to the point of beginning.

Said tract contains 17,452 square feet, more or less. Hereinafter referred to and as TRACT I.

WHEREAS, said parties are likewise the owners of the following described real estate, to-wit:

A tract of land in the Northwest ¼ of Section 9, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest ¼ of said Section 9; thence N 00° 00' 00" E (assumed bearing) along the East line of the Northwest ¼ of said Section 9, a distance of 464.80 feet; thence N 90° 00' 00" W, a distance of 198.66 feet to the point of beginning; thence continuing N 90° 00' 00" W, a distance of 221.74 feet to the Easterly Right-of-way line of Interstate Highway No. 680; thence N 26° 50' 20" W, along said Easterly Right-of-Way line of Interstate Highway No. 680, a distance of 168.11 feet;

thence N 90° 00' 00" E, a distance of 408.21 feet to the Westerly Right-of-way line of 102nd Street; thence S 18° 55' 30" E, along said Westerly Right-of-way line of 102nd Street, a distance of 27.48 feet; thence N 90° 00' 00" W, a distance of 119.48 feet; thence S 00° 00' 00" E, a distance of 124.00 feet to the point of beginning, hereinafter referred to as TRACT 2

and,

WHEREAS, all of said above-described property is set forth on a Land Surveyor's Certificate dated August 26, 1975, signed by Don W. Elliott, Registered Land Surveyor, a copy of which certificate is attached hereto marked Exhibit "A", and by this reference incorporated herein,

and,

WHEREAS, the present owners are desirous of conveying good and marketable title to Dr. Joseph A. Grasso, that tract of land described as TRACT I, but retaining for themselves a 20 foot wide easement for ingress and egress and for the purpose of installing and maintaining utility lines along the south 20 feet of said TRACT I in accordance with the terms and conditions hereinafter set forth in this easement agreement,

and,

WHEREAS, the above present owners are also desirous of giving an easement for ingress and egress and for the purpose of installing and maintaining utility lines to Dr. Joseph A. Grasso in respect to a 26 foot strip of land lying adjacent to and immediately north of TRACT I,

and,

WHEREAS, said above present owners are also desirous of setting forth in writing that said present owners also grant to said Dr. Joseph A. Grasso the right to use a 10 foot strip of land immediately north of said TRACT I solely for side yard purposes in connection with obtaining building permits for any additional building expansion by said Dr. Joseph A. Grasso but in no event shall said Dr. Joseph A. Grasso have any right to construct or otherwise use any of said tract of land described in said easement, other than for easement purposes.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES THE PARTIES HERETO AGREE AS FOLLOWS:

1. The present owners hereby grant to themselves, their heirs, executors, administrators and assigns, and to Dr. Joseph A. Grasso, his heirs, executors, administrators and assigns, an easement for ingress and egress, and for the installation and maintenance of utilities across the south 20 feet of TRACT I described above.

2. The present owners hereby grant to Dr. Joseph A. Grasso, his heirs, executors, administrators and assigns, an easement for ingress and egress and for the installation and maintenance of utilities across a 26 foot tract of land lying immediately north and adjacent to TRACT I. thirty (30)

3. Both of said easements shall last for a period of 30 years from August 29, 1975, at which time both of said easements shall terminate.

4. Both of said easement properties shall be maintained in good repair by the present owners, above named, and by their heirs, executors, administrators and assigns, at their sole cost and expense. Said driveway easements shall be maintained of asphalt or equivalent material.

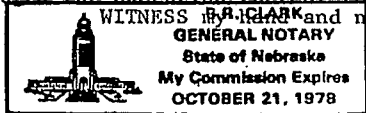
5. Both of these grants of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns. This easement shall cancel and supersede easement filed August 19, 1975 in Book 554 at Page 279, and easement filed April 29, 1970 in Book 488 at Page 699, all in the Misc. Records of Douglas County, Nebraska, Office of The Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Omaha, Nebraska, the day and year first above written.

Frank R. Krejci
Frank R. Krejci
Vera J. Krejci
Vera J. Krejci
Roland F. Waite
Roland F. Waite
Dr. Joseph A. Grasso
Dr. Joseph A. Grasso
Dolores A. Grasso
Dolores A. Grasso

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

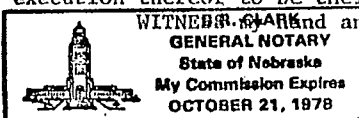
Before me, a Notary Public, qualified for said county, personally came FRANK R. KREJCI and VERA J. KREJCI, husband and wife, and ROLAND F. WAITE, unmarried, known to me to be the identical persons who signed the foregoing Agreement and acknowledged the execution thereof to be their voluntary act and deed.



B. R. Clark
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, qualified for said county, personally came DR. JOSEPH A. GRASSO and DOLORIS A. GRASSO, husband and wife, known to me to be the identical persons who signed the foregoing Agreement and acknowledged the execution thereof to be their voluntary act and deed.



B. R. Clark
Notary Public

Exhibit "A"

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

Field Notes:

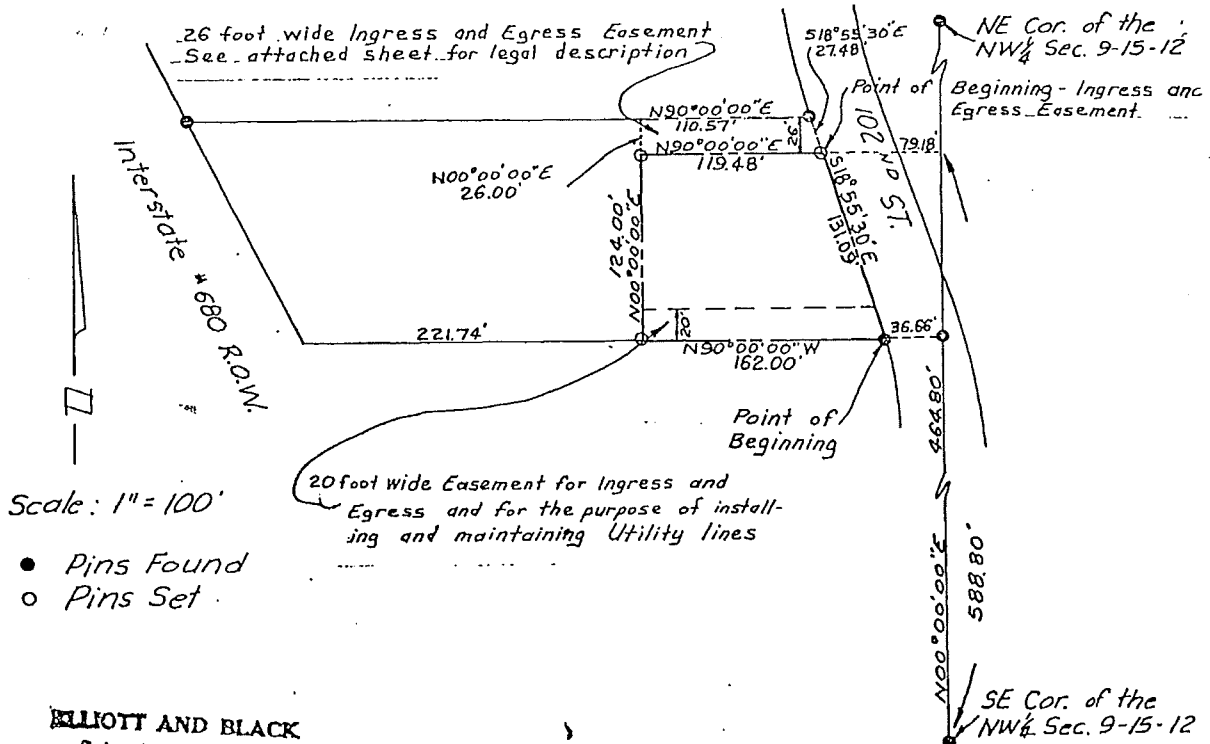
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

See Attached Sheet

Plat to scale showing tract surveyed with all pertinent points.



Scale: 1" = 100'

- Pins Found
- Pins Set

ELLIOTT AND BLACK
Suite 100 6201 BLDG.
6201 West Center Road
Omaha, Nebraska 68124

Don W. Elliott
Signature of Land Surveyor

NEBRASKA
REGISTERED
S 205
LS-205
LAND SURVEYOR
DON W. ELLIOTT
SEAL


DATE RECEIVED: _____

Date: 8-26-75

Reg. No. _____

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____

A tract of land in the Northwest  of Section 9, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 9; thence N00° 00' 00"E (assumed bearing) along the East line of the Northwest $\frac{1}{4}$ of said Section 9, a distance of 464.80 feet; thence N90° 00' 00"W, a distance of 36.66 feet to the point of beginning, said point being on the Westerly right-of-way line of 102nd Street; thence continuing N90° 00' 00"W, a distance of 162.00 feet; thence N00° 00' 00"E, a distance of 124.00 feet; thence N90° 00' 00"E, a distance of 119.48 feet to the Westerly right-of-way line of 102nd Street; thence S18° 55' 30"E, along said Westerly right-of-way of 102nd Street, a distance of 131.09 feet to the point of beginning.

Said tract contains 17,452 square feet, more or less.

ELLIOTT AND BLACK
Suite 100 8801 ELDON
8801 West Center Road
Omaha, Nebraska 68124

690-69

LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

A 26.00 foot wide Ingress and Egress Easement located in the NW 1/4 of Section 9, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said NW 1/4 of Section 9; thence N00°00'00"E (assumed bearing) along the East line of said NW 1/4 of Section 9, a distance of 588.80 feet; thence N90°00'00"W a distance of 79.18 feet to a point on the West-erly right-of-way line of 102nd Street, said point also being the Point of Beginning, thence continuing N90°00'00"W a distance of 119.48 feet; thence N00°00'00"E a distance of 26.00 feet; thence N90°00'00"E a distance of 110.57 feet to a point on said Westerly right-of-way line of 102nd Street; thence S18°55'30"E, along said Westerly right-of-way line of 102nd Street, a distance of 27.48 feet to the Point of Beginning.

19
mail
D

RECEIVED
1975 AUG 29 PM 4:00

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

THE STATE OF NEBRASKA } ss.
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 554 of Plas
Page 577

C. Harold Ostler
Register of Deeds

By _____ Deputy
MAIL Juman C. Hall
900 Nebraska St. Bldg
N 9-15-12 G.P.M.P.G.
Compared _____ Fee 18.25

9-15-12