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GRANT OF EASEMENT

THIS AGREEMENT dated this 151 day of OCTOBRIC, 1981 by and between ALLIED PRODUCTS CORPORATION, Grantor, and PURITAN MANUFACTURING, INC., Grantee:

WHEREAS:

- 1. Grantor has conveyed to Grantee certain real estate including that described as Lots 1 through 10 inclusive Block 5, Paddock Place, an addition to the City of Omaha, Douglas County, Nebraska and a part of Tax Lot 13, Omaha, Douglas County, Nebraska.
- 2. By ordinance No. 20006 recorded at Book 342
 Page 52 of the records of the Register of Deeds, Douglas
 County, Nebraska and ordinance No. 17705 recorded at Book 283
 Page 431 of the records of the Register of Deeds of Douglas
 County, Nebraska, the City of Omaha vacated that portion of
 13th Street abutting the said Lots 1 through 10, Block 5
 Paddock Place to the east and Tax Lot 13 to the south.
- 3. Under applicable law, the vacated portions of 13th Street reverted to Grantor or its predecessors in title with respect to the real estate conveyed by Grantor, as described above, and with respect to real estate owned by Grantor abutting the vacated portion of 13th Street on the east.
- 4. The parties desire to enter into this Agreement whereby Grantor will grant to Grantee a perpetual non-exclusive easement for ingress and egress over the above-described vacated portion of 13th Street to which title has reverted to Grantor or its predecessors.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS:

1. Grantor hereby grants to Grantee, its successors and assigns a perpetual non-exclusive easement for Grantee, its tenants, servants, visitors and licensees at all times

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hereafter and for all purposes connected with the use of the real estate conveyed by Grantor to Grantee and described above, to pass over the real estate consisting of the portion of vacated 13th Street described in Exhibit "A" attached to and incorporated by reference herein.

- 2. The parties and their successors will share maintenance expenses for the easement in proportion to the number of feet of real estate owned by each abutting on the easement. Neither party shall initiate any substantial repair without the prior written consent of the other.
- 3. Grantor covenants that it has marketable fee simple title to the real estate covered by the easement subject only to reservations created in the ordinances referred to above.
- 4. The easement and the covenants created herein shall be for the use and benefit of the real estate conveyed by Grantor to Grantec and shall run with the real estate of the parties and be binding upon their successors and assigns.

ALLIED PRODUCTS CORPORATION

By

The Street Products Corporation

PURITAN MANUFACTURING, INC.

By Joseph Flickton

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STATE OF ILLINOIS)) ss. COUNTY OF COUNTY OF
COUNTY OF COUNTY
On this 157 day of OCTOBER, 1981, before me
a Notary Public in and for said county and state personally
appeared K.B. LIGHT, SR. U.Ch PRISIDENT
of Allied Products Corporation, a corporation, known to me to
be such and the identical person who signed the above instru-
ment and acknowledged the execution thereof to be his voluntary
act and deed and the voluntary act and deed of said corporation.
WITNESS my hand and seal the day and year last
written above. Notary Public My Commission Expires:
Notary Public
My Commission Expires:
10-17-84
STATE OF NEBRASKA)
) ss. COUNTY OF DOUGLAS)
On this day of OCTOBER, 1981 before me a
Notary Public in and for said county and state personally
appeared JOSEPH T. WATERS, PRESIDENT
of Puritan Manufacturing, Inc., a corporation, known to me to
be such and the identical person who signed the above instru-
ment and acknowledged the execution thereof to be his voluntary
act and deed and the voluntary act and deed of said corporation.
WITNESS my hand and seal the day and year last
written above. Notary Public Notary Public
My Commission Expires:
5-5-84
A GENERAL NOTARY - State of Neuraska
ANN L. SPLNCE —3—

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EXHIBIT A

That portion of vacated 13th Street lying North of the South line of Lot 10, Block 5, Paddock Place, an addition to the City of Omaha, projected eastward and south of the North line of Lot 4, Block 5, Paddock Place, an addition to the City of Omaha, projected eastward as described in the Ordinance 20006 vacating said portion of 13th Street and recorded at Book 342 Page 52 of the records of the Register of Deeds of Douglas County, Nebraska

and

That portion of vacated 13th Street running from the South line of Tax Lot Thirteen (13) in the Southeast Quarter (SE 1/4) of Section 10-15-13 to a point 198 feet South thereof and abutting Lots 1, 2, 3, 36, 37 and 38 Block 5, Paddock Place, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska as described in Ordinance 17705 vacating said portion of 13th Street and recorded at Book 283 Page 431 of the records of the Register of Deeds of Douglas County, Nebraska.

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