

78 - 576

EASEMENT GRANT

This Easement Grant is made between FRAZIER-SCHURKAMP, INC., a Nebraska corporation, (hereinafter referred to as "Grantor") and U. S. SUPPLY REALTY CORPORATION, a corporation (hereinafter referred to as "Grantee"), WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel 1", to-wit:

Lot Three (3) and Lot Four (4) in Cornhusker Industrial Park No. 3, as surveyed, platted and recorded, Douglas County, Nebraska, except the Northwesterly Fifty (50) feet in width of said Lot Three and except "Parcel 2" described below:

WHEREAS, Grantee is the owner of a tract of land described as follows and referred to herein as "Parcel 2", to-wit:

The Southwesterly 365 feet, except the Northwesterly 50 feet in width of Lot 3 and the Southwesterly 365 feet of Lot 4, except that part dedicated for Grover Street, Cornhusker Industrial Park #3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska more particularly described as follows: Beginning at the Southeasterly corner of said Lot 4; thence N 48° 43' 42" W (assumed bearing) on the Southwesterly line of said Lots 3 and 4, 786.55 feet to a point 50.00 feet Southeasterly of the Southwest corner of said Lot 3; thence N 41° 14' 37" E on a line 50.00 feet Southeasterly from and parallel with the Northwesterly line of said Lot 3, 365.00 feet; thence S 48° 46' 45" E, 765.34 feet to the Southeasterly line of said Lot 4; thence S 37° 55' 27" W on the Southeasterly line of said Lot 4, 82.90 feet to the Northwesterly curved right-of-way line of Grover Street; thence on a curve to the left of said right-of-way (said curve having a radius of 50.00 feet, chord bearing S 37° 55' 27" W, chord distance 71.62 feet) an arc distance of 234.33 feet to the Southeasterly line of said Lot 4; thence S 37° 55' 27" W, on the Southeasterly line of said Lot 4, 211.79 feet to the Point of Beginning;

WHEREAS, Grantor desires to grant and the Grantee desires to accept an easement over, under and across that part of Parcel 1 described as follows and hereafter referred to as the "easement premises", to-wit:

A strip of land forty (40) feet in width, located twenty (20) feet on each side of and parallel to the common lot line between Lot Three (3) and Lot Four (4) in said Cornhusker Industrial Park No. 3, and extending from the Northeast property line of Parcel 2 on the Southwest to the Southwest right-of-way line of the "L" Street frontage road on the Northeast; and,

WHEREAS, Parcel 1 is to be improved with a building to be used for a plumbing installation, repair and servicing facility, and Parcel 2 is to be improved with a building to be used for an office, warehouse, storage and wholesale distribution facility for plumbing equipment and supplies.

NOW, THEREFORE, IN CONSIDERATION OF One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the following grants, agreements and covenants and restrictions are made:

1. Grantor hereby grants to the Grantee, its licensees, invitees, successors and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress, over, under and across the easement premises.

2. The use of the easement premises is not confined to the presently contemplated uses of Parcel 1 or Parcel 2, the buildings presently contemplated to be built thereon or the present means of transportation. The exclusive use of the easement premises is not hereby granted; and, the right to use the easement premises, likewise for ingress or egress, is expressly reserved by the Grantor and its licensees, invitees, successors and assigns. ^{and} In addition, the Grantor hereby reserves unto itself the right to make any subsurface use of the easement premises that does not unreasonably interfere with either Grantor's or Grantee's use of the easement premises. ^{and}

3. Said easement is also appurtenant to any land that may hereafter come into common ownership with Parcel 2 and that is contiguous to Parcel 2.

4. If either Parcel 1 or Parcel 2 is hereafter divided into two parts by separation of ownership or by lease, both parts of Parcel 1 or both parts of Parcel 2 shall enjoy the benefit of the easement hereby created. Division of either Parcel 1 or Parcel 2 into more than two parts shall be deemed an unlawful increase of burden, and the use of the easement may be enjoined by the owner of the parcel who has not so divided.

5. Both Grantor and Grantee covenant that vehicles shall not be parked on the easement premises.

6. Grantor acknowledges that it will improve the easement premises in the manner and at the time as heretobefore agreed between Grantor and Grantee; and, the cost of maintaining in good repair the road to be constructed on the easement premises shall be shared equally between Grantor and Grantee.

7. Grantor warrants that it has good and marketable title in fee simple to the easement premises with no exceptions.

8. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors, assigns and tenants of the parties hereto.

9. Whenever a transfer of ownership of either parcel takes place, the liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein shall remain liable for breaches of covenants of title set forth in paragraph 7 above.

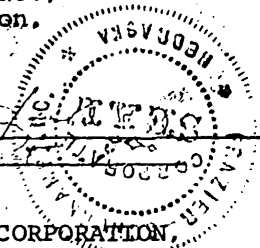
10. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intent of the parties to establish commercially useable rights of enjoyment in both parties is carried out.

11. The Grantee herein may terminate this instrument by recording a release in recordable form, whereupon all rights, duties and liabilities hereby created shall be terminated from and after the date of recording such release. For convenience, such release may run to "the owner or owners and parties interested" in Parcel 1.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Grant this 15th day of May, 1973.

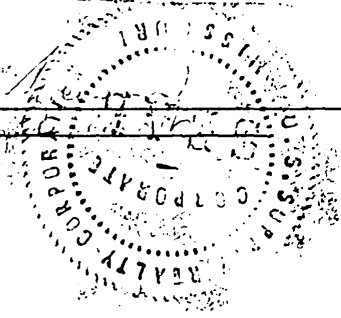
FRAZIER-SCHURKAMP, INC.,
a Nebraska corporation.

By James R. Frazier
Its President



U. S. SUPPLY REALTY CORPORATION,
a corporation,

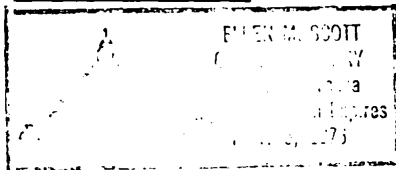
By Robert M. Addison
Its Vice President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came James R. Frazier, the President of Frazier-Schurkamp, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing Easement Grant, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on the 15th day of May, 1973.



Emma M. Scott
Notary Public

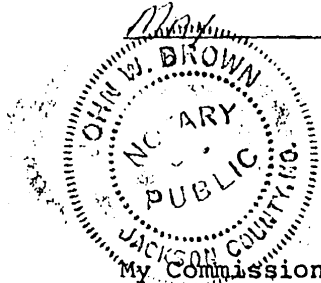
My commission expires:
November 5, 1976

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, a notary public qualified in said county, personally came ROBERT M. ADDISON, the VICE-PRESIDENT

of U. S. Supply Realty Corporation, a corporation, known to me to be the Vice-President and identical person who signed the foregoing Easement Grant, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on the 11th day of May, 1973.



John W. Brown
Notary Public

My Commission Expires:
My Commission Expires March 21, 1977

25 misc

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RECEIVED

MAR 15 1973

REGISTER CENTER
RECORDS & DEEDS
JACKSON COUNTY, MO.

THE
Doc. No. 111
Entered in
for Record in the
Deeds of said County and recorded
Book 522 of misc
Page 203

C. Harold Oster

Register of Deeds

By _____
MAR. 28
N. 1973
Comm. Exp. 576

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