



1245 609 MISC



05474 98 609-613

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AKC

1245
609-613

APR 27 2 22 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

5774
FEE 20.00 FB 63-18030
BXP C/O COMB BW
DEL SSM DC 7

EASEMENTS RE (1) ENTRANCE AND EXIT AND (2) USE OF PROPERTY

The easement is made by **J & S And Sons, Ltd.**, a Nebraska Limited Partnership [herein "J&S"].

RECITALS

1. J&S is the owner of both **Lot 1** and **Lot 2, Hussey Addition** [herein "Hussey Addition"], an **Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.**
2. At the present time there exists (a) an auto wash facility on Lot 1, and (b) an Insta-Lub auto servicing facility on Lot 2.
3. J&S desires to grant and preserve (a) a present nonexclusive entrance and exit easement, and (b) an exclusive use easement. Those easements are for the benefit of Lot 2 over and across Lot 1, Hussey Addition, and shall continue, and be binding upon all subsequent owner's of Lot 1 Hussey Addition.

EASEMENTS

NON EXCLUSIVE ENTRANCE AND EXIT EASEMENT

J&S herein grants a perpetual, nonexclusive easement to all the owners of Lot 2, their successors, and assigns, and all Lot 2 owner's tenants, invitees, visitors, and servicers [herein all simply included in the term "owner of Lot 2"], for the limited purposes of entrance and exit [no parking] over and upon Lot 1, and exclusively in the strip of land described in **Exhibit No. 1**, attached and merged in this Easement, upon the following terms and conditions:

- (a) This easement shall run with and be appurtenant to Lot 2.
- (b) The owner of Lot 2 will and does hereby assume and agree to pay one-half of the cost of maintaining the present paved driveway over the described strip of

9851005083

land [**Exhibit No. 1**], together with the cement approach which now forms a part of the driveway. The terms "maintenance" shall include, but not be limited to, replacement of the pavement and snow and ice removal.

(c) The owner of Lot 1 shall not obstruct, nor permit the obstruction, in any manner the entrance to the commercial business located on Lot 2.

(d) The easement above described and located on Exhibit 1 is not intended for public use or is dedicated for public use or purposes, or is to be subject to public or municipal control, but is intended for the private, nonexclusive use and enjoyment by the owner of Lot 2.

[EXCLUSIVE ENTRANCE AND EXIT EASEMENT]

J&S herein grants a perpetual, exclusive, easement to all the owners of Lot 2, their successors, and assigns, and all Lot 2 owner's tenants, invitees, visitors, and servicers [herein all simply included in the term "owner of Lot 2"] for the limited purposes of entrance and exit and parking over and upon Lot 1, and exclusively limited in the strip of land abutting Lot 2, described in **Exhibit No. 2**, attached and merged in this Easement, upon the following terms and conditions:

(a) This easement shall run with and be appurtenant to Lot 2.

(b) The owner of Lot 2 will and does hereby assume and agree to pay all of the cost of maintaining the present paved driveway over the described twenty-five [25] foot strip of land [**Exhibit No. 2**]. The terms "maintenance" shall include , but not be limited to, replacement of the pavement and snow and ice removal.

(c) The owner of Lot 1 shall not obstruct, nor permit the obstruction, in any manner the entrance to the commercial business located on Lot 2.

(d) The easement above described and located on Exhibit 2 is not intended for public use or is dedicated for public use or purposes, or is to be subject to public or municipal control, but is intended for the private, nonexclusive use and enjoyment by the owner of Lot 2.

IN WITNESS WHEREOF, J&S has caused this easement to be executed at Omaha, Nebraska on 4/20/98 1998.

J & S and Sons, Ltd.
A Nebraska Limited partnership

by: James R. Hussey General Partner
James R. Hussey-General Partner

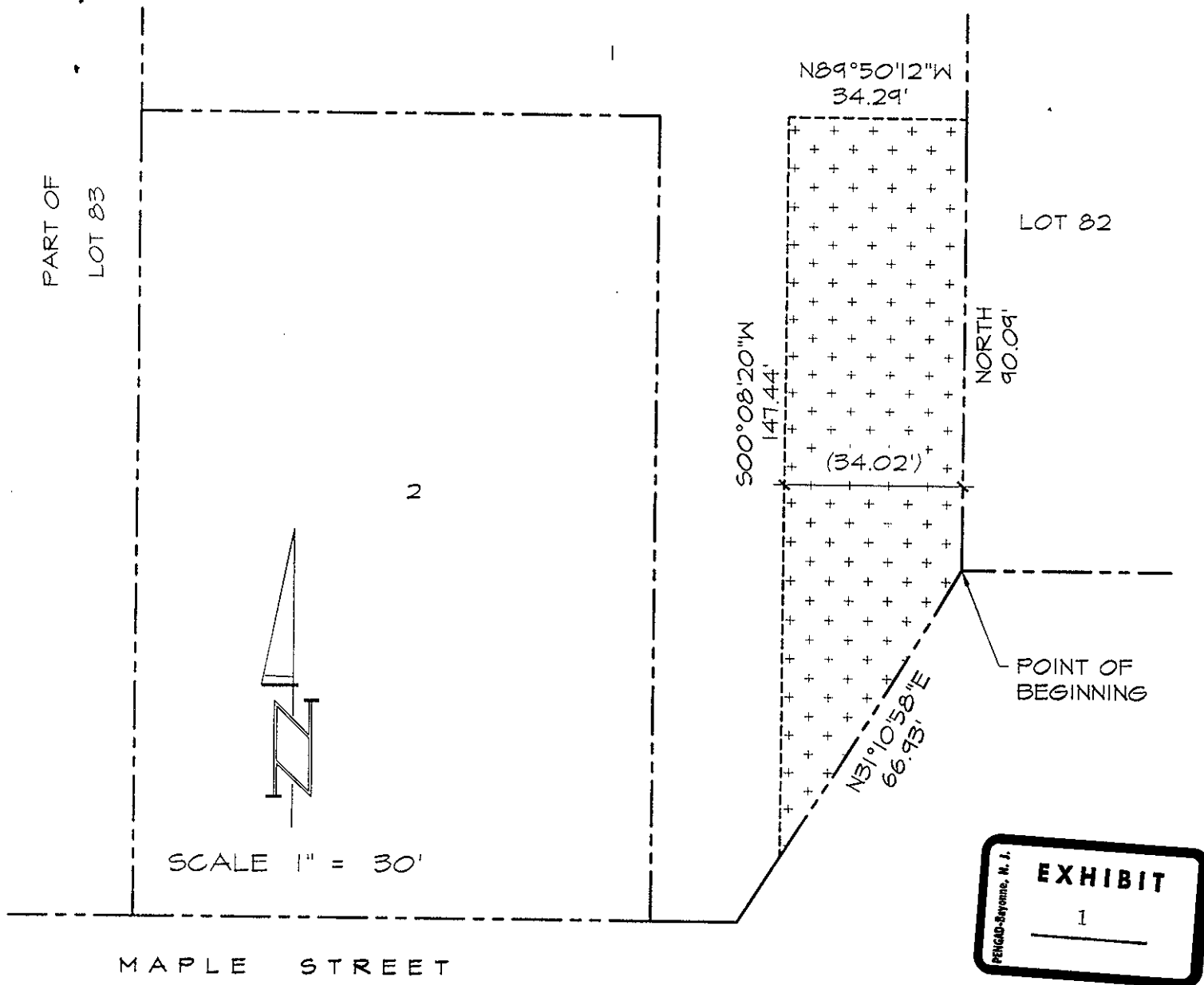
STATE OF NEBRASKA/COUNTY OF DOUGLAS:

Execution of the foregoing Easement re Ingress and Egress was acknowledged before me on April 20, 1998 1998, by James R. Hussey, General Partner of J&S And Sons, Ltd., a Nebraska Limited partnership, on behalf of that Limited Partnership.

WITNESS MY HAND AND SEAL the year and date set forth.



[Signature]
Notary Public



LEGAL DESCRIPTION

THAT PART OF LOT 1, HUSSEY ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 1;

THENCE NORTH (ASSUMED BEARING) 90.09 FEET ON THE EAST LINE OF SAID LOT 1 TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2, SAID HUSSEY ADDITION;

THENCE N89°50'12"W 34.29 FEET ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2;

THENCE 500°08'20"W 147.44 FEET ON A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF SAID LOT 1;

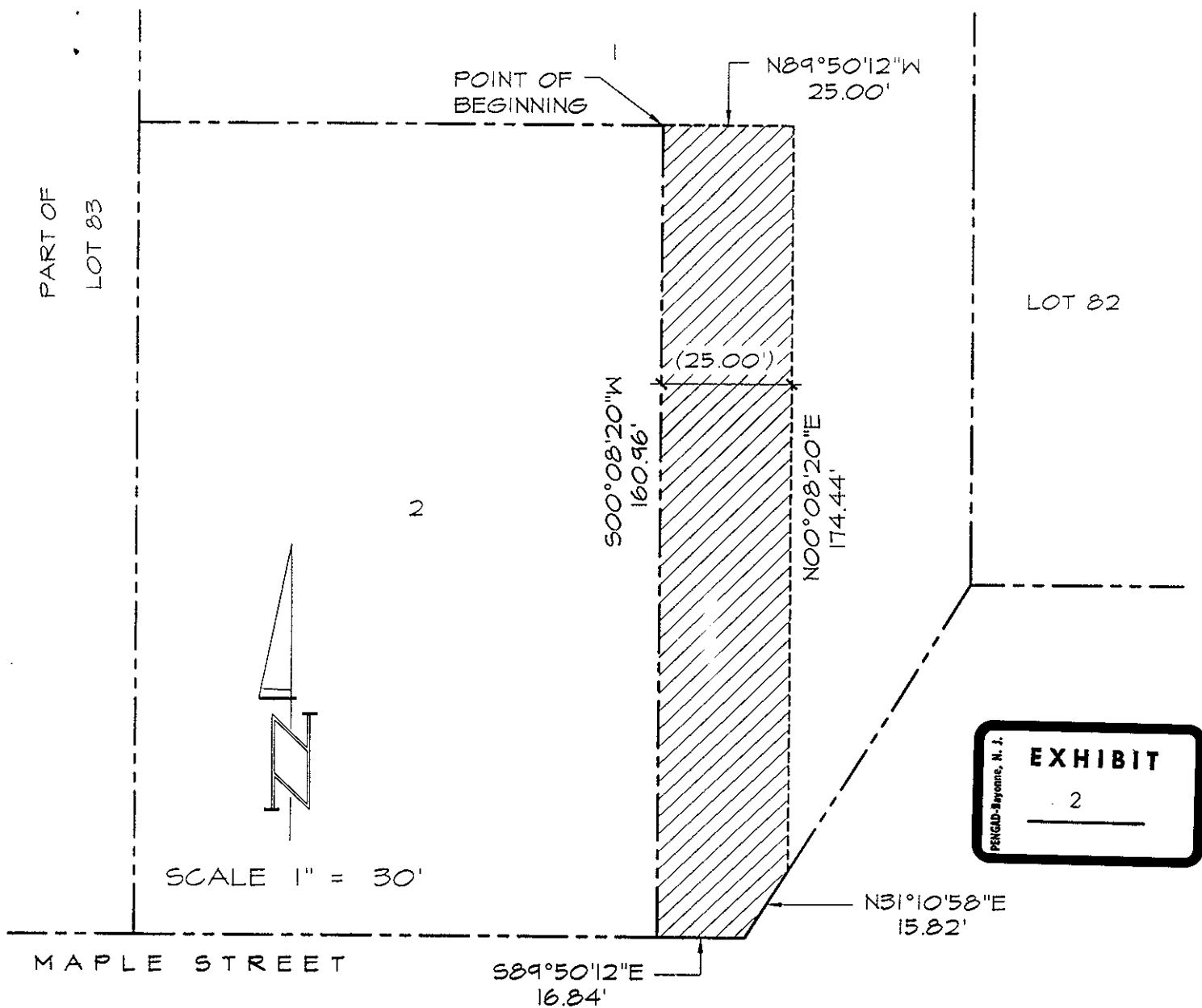
THENCE N31°10'58"E 66.93 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

JAMES HUSSEY

TD2 FILE NO. 200-240-110-E

DATE: OCT. 10, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



PENGAD-Byzants, N. J.
EXHIBIT
 2

LEGAL DESCRIPTION

THAT PART OF LOT 1, HUSSEY ADDITION, A SUBDIVISION AS SURVEYED,
 PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS
 FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 2, SAID HUSSEY ADDITION;
 THENCE 500°08'20"W (ASSUMED BEARING) 160.96 FEET ON THE EAST LINE OF SAID
 LOT 2 TO THE SE CORNER THEREOF;
 THENCE S89°50'12"E 16.84 FEET ON THE SOUTH LINE OF SAID LOT 1;
 THENCE N31°10'58"E 15.82 FEET ON THE SOUTH LINE OF SAID LOT 1;
 THENCE N00°08'20"E 174.44 FEET ON A LINE 25.00 FEET EAST OF AND PARALLEL
 WITH THE EAST LINE OF SAID LOT 2 TO A POINT ON THE EASTERLY EXTENSION
 OF THE NORTH LINE OF SAID LOT 2;
 THENCE N89°50'12"W 25.00 FEET ON THE EASTERLY EXTENSION OF THE NORTH
 LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.