CONFUTER MEDIAL FEES 1600

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PERPETUAL EASEMENT

REGISTER OF DEEDS
DODGE COUNTY, NE

WHEREAS, ROBERT S. MISSEL AND MICHELE M. MISSEL, husband and wife, hereinafter GRANTOR are the owners of the following described real estate in Fremont, Dodge County, Nebraska:

The South 22 feet of the N ½ of Lots 7 and 8, Block 143 of the Original Town, now City of Fremont, Dodge County, Nebraska, as platted and recorded, said tract being more specifically described as follows: Commencing on the east line of said Lot 8, 66 feet North (also known as Northerly) from the Southeast corner of said Lot; thence North along the said East margin a distance of 22 feet; thence West (also known as Westerly) and parallel with 5th Street a distance of 132 feet to the West margin of said Lot 7; thence South (also known as Southerly) along the said West margin a distance of 22 feet; thence East (also known as Easterly) and parallel with 5th Street a distance of 132 feet to the point of beginning, subject to the Ordinance widening Main Street, together with all right, title and interest in and to all party wall agreements, commonly known as 517 North Main.

Hereinafter Grantor's Premises

WHEREAS, THE 505 GROUP L.L.C. hereinafter GRANTEE is the owner of the following described real estate in Fremont, Dodge County, Nebraska:

The South 44 feet of Lots 7 and 8, Block 143, of the Original Town, now City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska, except that part taken for Main Street.

Hereinafter Grantee's Premises

WHEREAS, GRANTEE, in order to comply with certain building and fire codes in connection with the improvements at the Grantee's premises located immediately to the south of Grantor's premises, desires the following easements from Grantor over, on, upon, and occupying the air space above Grantor's premises as hereinafter more particularly described:

- 1. A construction easement
- 2. A maintenance easement
- 3. An easement for access and egress for construction and maintenance purposes
- 4. An easement for emergency access to and egress from a fire escape to be affixed to Grantee's north outside wall, which fire escape will descend from the second floor of Grantee's building to a point at ground level upon Grantor's Premises, and that will overhang the Grantor's premises; and

WHEREAS, GRANTOR, desires to grant said easements to accommodate Grantee's compliance with said codes;

NOW THEREFORE, know all by these presents, that Grantor, in consideration of one dollar and other valuable consideration (\$1.00), does hereby Grant, Bargain, and Sale to Grantee its successors

and assigns perpetual easements over, across, above and upon the South four (4) feet of the west twenty (20) feet of Grantor's Premises subject to the following terms and conditions:

- 1. The easement shall be perpetual and shall run with the land.
- 2. The easement shall be for the construction of and maintenance as a permanent fixture, a fire escape to be affixed to Grantee's North outside wall which fire escape will descend (from West to East) from the second floor of Grantee's building to a ground level point within the easement described aforesaid. The easement for construction and maintenance shall be for such additional space, and at such reasonable time as is necessary to accommodate construction and maintenance.
- 3. Otherwise, the easement shall be for the sole purpose (other than for construction and maintenance) of emergency access to and egress from the Grantor's fire escape located within the aforesaid described easement.
- 4. For emergency purposes this easement shall extend as reasonably necessary beyond the described easement over and upon Grantor's parking lot located upon Grantor's Premises to permit and accommodate passage away from Grantee's building via the fire escape.
- 5. Grantee shall indemnify and hold Grantor harmless from any loss that Grantor may sustain by reason of the grant of this easement, including the cost to defend against any action brought against Grantor as the owner of the premises the subject of this easement.
- 6. Grantee shall give Grantor reasonable notice of commencement of any construction or maintenance within the easement space. Neither construction or maintenance shall interfere with the reasonable use of Grantor's parking lot located upon Grantor's premises for parking, unloading, shipping, access to and egress from Grantor's building.

Dated this Vth day of April, 1999.

ROBERT S. MISSEL, GRANTOR

By Robert S. Missel

THE 505 GROUP L.L.C., GRANTEE

MICHELE M. MISSEL GRANTOR

By Michele M. Missel

STATE OF NEBRASKA))ss			
COUNTY OF DODGE)			
The foregoing instrur	nent was acknowledged	before me on th	e 5 day of Ma	<u>Y</u> ,
1999, by Robert S. Missel an	d Michele M. Missel, hu GENERAL NOTARY-State of Nebraska T. L. Roumph My Comm. Etp. March 22, 2003	Notary Public	Janus	
STATE OF NEBRASKA COUNTY OF DODGE))ss) ment was acknowledged	1 before me on t	ne 5 ⁴⁷ day of <i>N M</i>	 ,
1999, by Thomas C. Hoeger				
GENERAL NOTARY-State G. MICHAEL WI	of Nebraska SEMAN		Anled Week	win
STATE OF NEBRASKA COUNTY OF DODGE))ss)			
Filed for record and	l entered in Numerical Ir	ndex on the	day of	_, 1999,
ato'clockm.	, and recorded in Deed R	Record	Page	
	Ву:	County or Depu	ty County Clerk	
		Register of Dee	ds or Deputy Register o	f Deeds