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EASEMENT

THIS INDENTURE made this 20th day of September, 1978 by and between LARRY B. MEYERSON (herein referred to as "Grantee") and Bill Stock and Janette A. Stock, husband and wife, as joint tenants and not as tenants in common (herein referred to as "Grantor"),

WHEREAS, Grantor owns Parcels 5 and 6 in the property legally described and divided into Parcels 1, 2, 3, 4, 5, and 6 in Exhibit "A" attached hereto and incorporated herein by reference and is selling Parcel 6 to Grantee,

WHEREAS, in connection with the sale of Parcel 6 to Grantee and the future sale of Parcel 5 to other purchasers, Grantor desires to grant and reserve certain easements on said Parcels 5 and 6,

WHEREAS, as shown on Exhibit "B" attached hereto and incorporated herein by reference there is an ingress and egress street easement (marked on Exhibit "B" with diagonal lines and legally described in Exhibit "B"), which includes right of way in Parcels 5 and 6, running from Arbor Street to a stub-out ingress and egress easement whose east edge is approximately 70 feet east of the right of way of 120th Street (a drawing and legal description of said stub-out ingress and egress street easement being attached hereto as Exhibit "C" and incorporated herein by reference, as recorded in Book 600, Page 179 of the Register of Deeds Office of Douglas County, Nebraska, and herein referred to as the "Parcel 3, 4, and 5 Easement"), and

WHEREAS, by this Easement Grantor desires to grant said ingress and egress street easement to Grantee over Parcel 5 and to reserve an ingress and egress street easement over Parcel 6, all as shown on Exhibit "B",

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the following is agreed between the parties hereto:

1. Grant of Easement. Grantor hereby grants forever a perpetual ingress and egress easement over Parcel 5 as shown on Exhibit "B" to Grantee. Said perpetual ingress and egress street easement may be used forever by the Grantee, Grantor as the owner of Parcel 5, the owners of Parcels 1, 2, 3 and 4, the subsequent owners of Parcels 1, 2, 3, 4, 5 and 6, the general public, and the tenants, servants, visitors, licensees, customers, assigns and successors of Grantee, Grantor as the owner of Parcel 5, and the owners of Parcels 1, 2, 3 and 4.

2. Reservation of Easement. Grantor hereby reserves a perpetual ingress and egress street easement over Parcel 6 as shown on Exhibit "B". Said reserved perpetual ingress and egress street easement may be used by Grantee as the owner of Parcel 6, by Grantor as the owner of Parcel 5, the owners of Parcels 1, 2, 3 and 4, the subsequent owners of Parcels 1, 2, 3, 4, 5, and 6, the general public, and the tenants, servants, visitors, licensees, customers, assigns, and successors of Grantee, Grantor as the owner of Parcel 6, and the owners of Parcels 1, 2, 3, and 4.

3. Surfacing of Access Street.

a. Grantor will grade and hard surface with concrete an access street which will be located on the perpetual ingress and egress street easement over Parcels 5 and 6 as shown on Exhibit "B" (running from Arbor Street to the east edge of the street on the Parcel 3, 4, and 5 Street Easement), which will be 25 feet in width (from outside edge to outside edge), and which will be constructed with seven (7) inches of concrete. Grantor hereby reserves a temporary construction easement on Parcels 5 and 6 thirty (30) feet in width adjoining each side of the perpetual ingress and egress street easement described

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in Exhibit "B". Said temporary construction easement shall terminate on each Parcel when the street thereon is completed and said Parcel has paid its share of the cost of the street as outlined herein.

b. The total cost of said hard surfacing of the street as shown on Exhibit "B", including but not limited to hard surfacing, grading, engineering and various fees charged by the City of Omaha, will be divided as follows:

<u>Parcel Number</u>	<u>Amount of Cost Paid by Parcels</u>
5	25%
6	<u>75%</u>
Total	<u>100%</u>

Provided, however, that the above 75% cost assigned to Parcel 6 shall not exceed \$6,435.00 and any amount in excess of this limitation shall be paid by Parcel 5.

c. When the street on the ingress and egress street easement as shown on Exhibit "B" has been completed, Grantor will send to each of the owners of Parcels 5 and 6 a statement showing the total cost of said street and each Parcel owner's share of the cost. Grantee has previously paid to Grantor \$6,435.00 as Grantee's share of the cost of constructing the street on the ingress and egress street easement shown on Exhibit "B". This amount shall only be refundable by the Grantor to the Grantee in the event the Grantor cannot deliver marketable title to Parcel 6 as set out in the Purchase Agreement wherein Parcel 6 is being purchased, it being understood that all easements of record and in addition this Easement are accepted by the Grantee and shall have no affect on whether or not the Grantor is delivering marketable title to Parcel 6. Upon certification by the engineer for the hard surfacing of the street that it has been constructed in accordance with the design criteria outlined herein, Grantor shall have no further obligation or liability regarding the design and construction of said street.

4. Maintenance of Street.

a. The street on the ingress and egress street easement as shown on Exhibit "B" will be maintained by the owners of Parcels 5 and 6. Said maintenance shall include, but shall not be limited to, snow removal, repair, and reconstruction when necessary. Both of the owners of Parcels 5 and 6 must vote to perform maintenance work and to let contracts for said street maintenance and both of the owners of Parcels 5 and 6 shall be bound by said decision. Provided, however, in the event that an owner of either Parcels 5 or 6 who desires to have street maintenance performed is unable to obtain said unanimous vote, then said owner may perform the street maintenance work and let contracts for the street maintenance alone, but, in such event, the other non-consenting owner shall not be responsible to pay any of said cost and the Parcel owner performing said maintenance work shall solely be responsible to pay said cost and shall have no lien rights against the Parcel owned by the non-consenting Parcel owner. If Parcel 5 is further subdivided at some subsequent time, a simple majority of the number of Parcels having frontage on the ingress and egress street easements over Parcels 5 and 6 as shown in Exhibit "B" (running from Arbor Street to the east edge of the street on the Parcel 3, 4, and 5 Street Easement), including Parcel 6 and the various subdivided parts of Parcel 5, may vote to perform maintenance work and to let contracts for said street maintenance and all of the owners of Parcel 6 and the various subdivided parts of Parcel 5 shall be bound by said decision, and the lien rights as described in Paragraph 4.c. shall be applicable.

b. The cost of maintaining the street shall be divided as follows:

<u>Parcel Number</u>	<u>Share of Maintaining Street</u>
5	25%
6	75%
Total	100%

Said amount shall be paid by each of the owners of Parcels 5 and 6 within twenty (20) days after said amount is billed to them.

c. In the event that an owner of Parcels 5 or 6 fails to pay its share of said maintenance, the other owner of a Parcel which has paid its share and which pays the share of the defaulting Parcel owner shall have the right to file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which states that a Parcel owner has not paid its share, the amount which is in default and that the other Parcel owner has paid said defaulting Parcel owner's share. The filing of such an affidavit shall create a lien on the defaulting Parcel owner's Parcel which will bear interest until paid in full at the rate of eleven percent (11%) per year. In the event such a lien is created, said lien shall be subordinated to all mortgages presently on the Parcel. The Parcel owner which has paid its share of the maintenance cost and which also pays the share of the maintenance cost of the defaulting Parcel owner, may recover said amount in default, plus accrued interest and a reasonable attorney's fee, to collect said amount, in a cause of action directly against said defaulting Parcel owner, or shall have a right to foreclose said subordinated lien and recover the amount paid for said defaulting Parcel owner plus accrued interest and attorney's fees.

d. When the defaulting Parcel owner reimburses the Parcel owner, plus accrued interest and attorney's fees, who paid the share of the maintenance cost of the defaulting Parcel owner, the Parcel owner who is fully reimbursed must immediately file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which states the amount of default, plus accrued interest thereon and attorney's fees, has been paid in full, that the lien is released, and said affidavit shall be conclusive proof of the release of said lien.

5. No Obstructions to Use of Street. Neither the owners of Parcels 1, 2, 3, 4, 5 or 6 nor their heirs, personal representatives, successors or assigns, nor any person so using said street which is the subject matter of this Easement shall so use said street or leave any vehicle or anything else on said street so as to prevent the free and uninterrupted flow of traffic and use of said street by any other party for whom this Easement was created.

6. Covenant of Grantor. Grantor covenants for himself, his successors and assigns, with Grantee, and its successors and assigns, that at the time of the execution and delivery of this Easement, Grantor was lawfully seized of Parcels 5 and 6, and that Grantor has the right and lawful authority to grant said easement, and to reserve said easement.

7. Release or Amendment of Easement. The easement created and reserved in this document may be released or amended at any time by appropriate agreement for that purpose entered into by all of the title holders of Parcels 5 and 6, and all mortgagees holding mortgages on Parcels 5 and 6, all duly executed and acknowledged and filed for record in the Office of the Register of Deeds Office of Douglas County, Nebraska.

8. Connection to Frontage Road on West Center Road. The street on the ingress and egress street easement as shown on Exhibit "B" connects to the street system and frontage road as shown on Exhibit "A". The frontage road generally paralleling West Center Road is on public right of way under the jurisdiction of the State of Nebraska,

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Department of Roads, and the use and maintenance of the frontage road shall at all times be subject to the jurisdiction of the State of Nebraska, Department of Roads, and to the rules and regulations promulgated from time to time by the State of Nebraska, Department of Roads.

9. Possible Subdivision of Parcel 5. Grantor may subdivide Parcel 5 and may create another street easement or easements for an ingress and egress street or streets to provide access for the subdivided parts of Parcel 5 and said new street and easement may adjoin the street and easement described in Exhibit "B". In such event it is understood and agreed that Grantor shall have the right to connect said new street to the street and easement shown in Exhibit "B". Parcels 1, 2, 3, 4 and 6 shall in no way be liable to pay any of the costs of constructing and maintaining said new street and easement on subdivided Parcel 5. At the time Grantor subdivides Parcel 5 he shall file an affidavit with the Register of Deeds Office of Douglas County, Nebraska, which allocates Parcel 5's 25% share of maintenance to the various parts of the subdivided Parcel 5, including no assignment to a part or parts if Grantor so determines, and an allocation of the right to vote and procedures to be followed in the exercise of Parcel 5's right to vote herein. When said affidavit is so filed, the owner of Parcel 6 shall only have lien rights against such part or parts of subdivided Parcel 5 to whom Grantor has assigned maintenance responsibilities.

10. Binding Effect. The rights granted herein, and the obligations incurred herein, shall be binding upon and shall inure to the benefit of the owners of Parcels 5 and 6 and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date last above written.

GRANTOR:

Bill Stock
Bill Stock, Husband

Janette A. Stock
Janette A. Stock, Wife

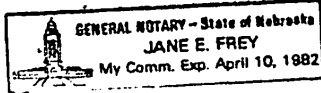
GRANTEE:

Janey Peterson

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of September, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Bill Stock and Janette A. Stock, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

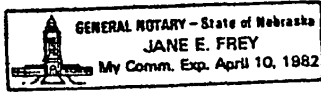


Jane E. Frey
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of September, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Larry B. Meyerson to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Jane E. Frey
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ___ day of _____, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came _____ of _____, to me personally known to be the _____ and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be _____ voluntary act and deed as such officer and the voluntary act and deed of said corporation.

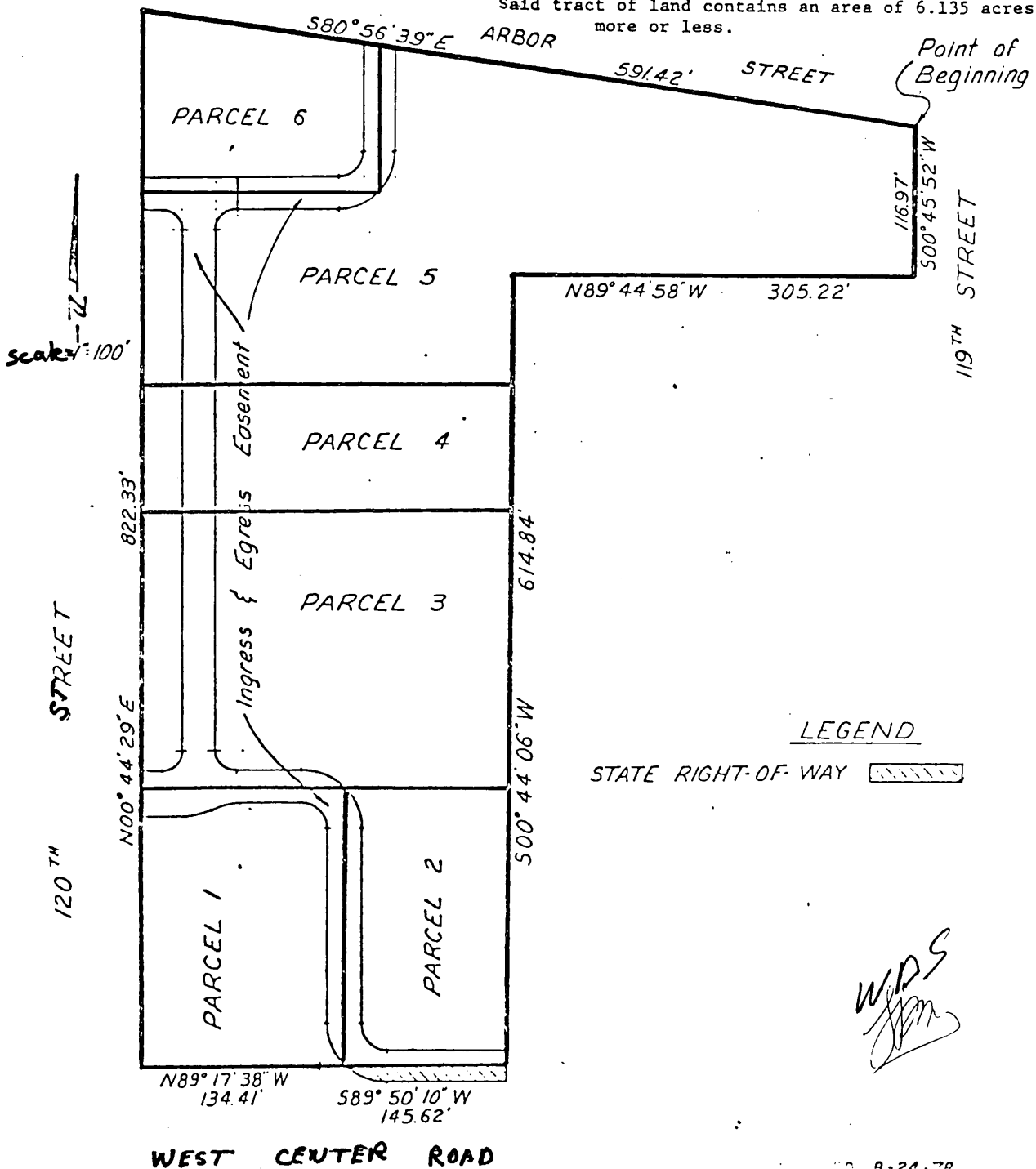
Witness my hand and notarial seal the day and year last above written.

Notary Public

All of Lot 1 and part of Lots 4, 5, 6, 7, 8 and 9, Block 12, Happy Hollow View, a subdivision located in the SW 1/4 of Section 29, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of Arbor Street and the West right-of-way line of 119th Street; thence S00°45'52"W (assumed bearing), along said West right-of-way line of 119th Street, a distance of 116.97 feet to the Southeast corner of said Lot 1, Block 12, Happy Hollow View; thence N89°44'58"W, along the South line of said Lot 1, Block 12, Happy Hollow View, a distance of 305.22 feet to the Southwest corner of said Lot 1, Block 12, Happy Hollow View; thence S00°44'06"W, along the East line of said Lots 5, 6 and 9, Block 12, Happy Hollow View, a distance of 614.84 feet to the point of intersection of said East line of Lot 9, Block 12, Happy Hollow View and the North right-of-way line of West Center Road; thence S89°50'10"W, along said North right-of-way line of West Center Road, a distance of 145.62 feet; thence N89°17'38"W, along said North right-of-way line of West Center Road, a distance of 134.41 feet; thence N00°44'29"E, a distance of 822.33 feet to a point on said Southerly right-of-way line of Arbor Street; thence S80°56'39"E, along said Southerly right-of-way line of Arbor Street, a distance of 591.42 feet to the Point of Beginning.

Said tract of land contains an area of 6.135 acres, more or less.



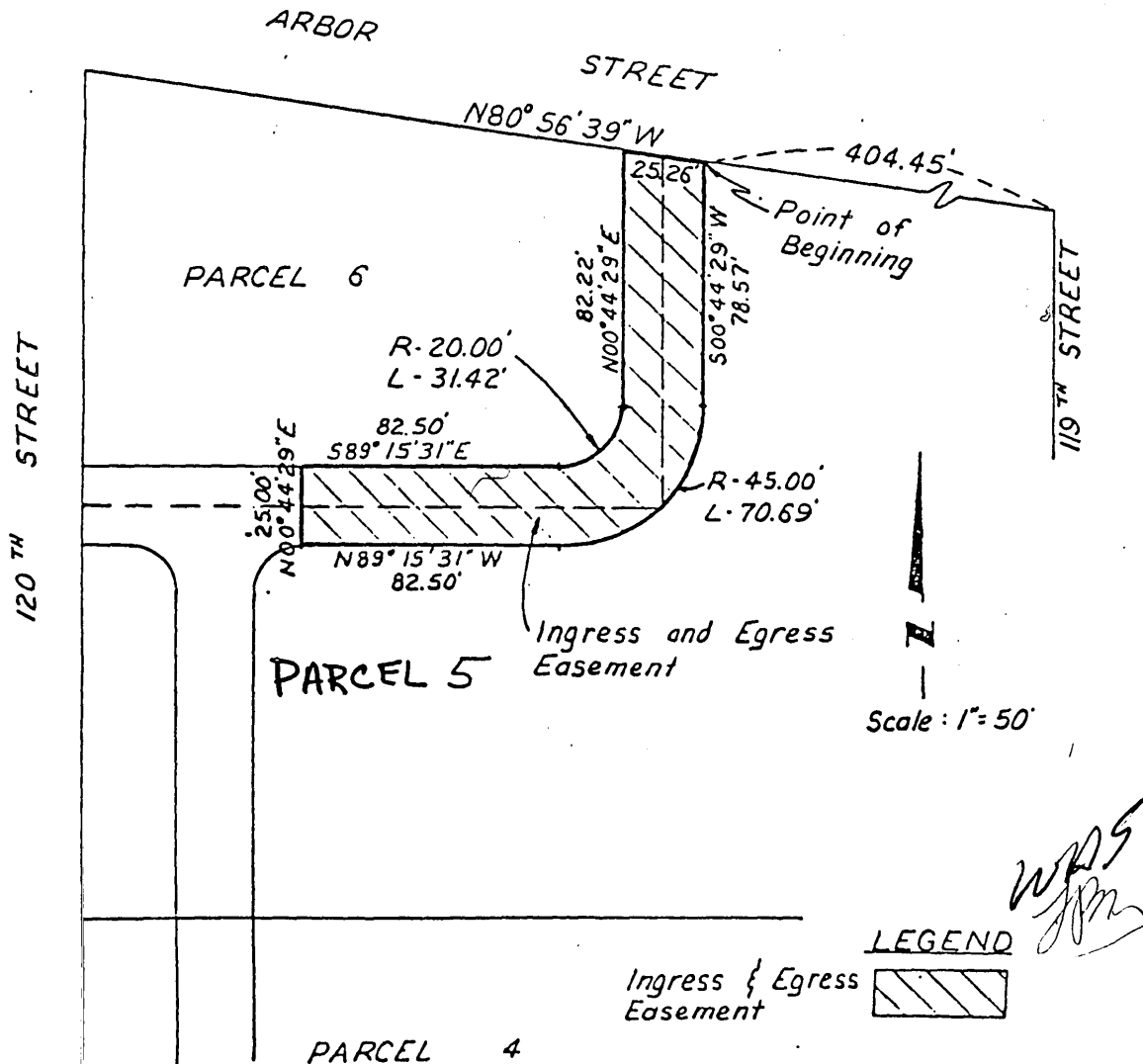
LEGAL DESCRIPTION

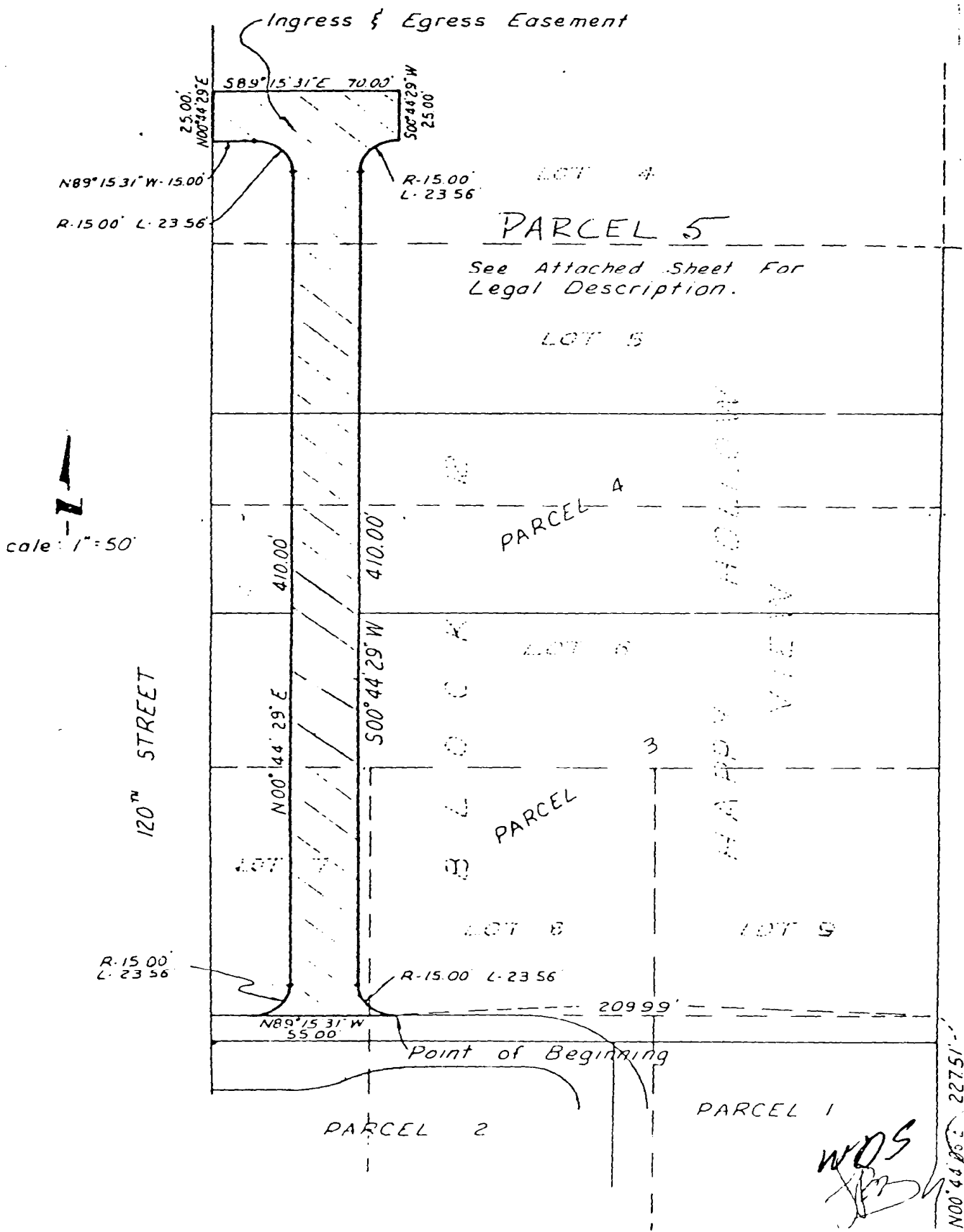
INGRESS AND EGRESS EASEMENT

A 25.00 foot wide Ingress and Egress Easement located in part of Lot 4, Block 12, Happy Hollow View, a subdivision located in the SW 1/4 of Section 29, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the South right-of-way line of Arbor Street and the West right-of-way line of 119th Street; thence N80° 56'39"W (assumed bearing), along said South right-of-way line of Arbor Street, a distance of 404.45 feet to the Point of Beginning; thence S00°44'29"W, a distance of 78.57 feet; thence Westerly, on a curve to the right with a radius of 45.00 feet, a distance of 70.69 feet; thence N89°15'31"W, a distance of 82.50 feet; thence N00°44'29"E, a distance of 25.00 feet; thence S89°15'31"E, a distance of 82.50 feet; thence Northerly, on a curve to the left with a radius of 20.00 feet, a distance of 31.42 feet; thence N00°44'29"E, a distance of 82.22 feet to a point on said South right-of-way line of Arbor Street; thence S80°56'39"E, along said South right-of-way line of Arbor Street, a distance of 25.26 feet to the Point of Beginning.

Said tract of land contains an area of 5,349 square feet, more or less.





Scale: 1" = 50'

to Parcel

RECEIVED
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 HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY

Book 603
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Fee 25.74
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N00°44'29"E 227.51'

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[Signature]

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