

Affects Lot 1

660-603

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E A S E M E N T

THIS AGREEMENT, made and entered into by and between PAULINE M. TARASCIO and JAMES TARASCIO, wife and husband, hereinafter referred to "Tarascio", and BARBARA A. POWELL and ROGER A. POWELL, wife and husband, hereinafter referred to as "Powell."

W I T N E S S E T H :

WHEREAS, on July 17, 1981, Tarascio conveyed to Powell the following described real property:

The South 250 Feet of the North 483 Feet of the West 140 Feet of the Southeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 12 East of the 6th P. M., Douglas County, Nebraska; and

WHEREAS, the only means of ingress and egress to the above described property is a parcel of real estate (hereinafter referred to as "Driveway") legally described as follows:

The East 25 Feet of the West 165 Feet of the North 483 Feet of the Southeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 12 East of the 6th P. M., Douglas County, Nebraska; and

WHEREAS, Tarascio is the owner of the above-described Driveway and desires to grant a perpetual ingress and egress easement to Powell;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Tarascio grants to Powell an easement for use of the following-described real property:

The East 25 Feet of the West 165 Feet of the North 483 Feet of the Southeast Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 12 East of the 6th P. M., Douglas County, Nebraska,

for ingress and egress to the property previously conveyed by Tarascio to Powell, referenced in the first witnessed paragraph above.

2. All expenses for maintenance and repairs of such Driveway shall be equally split by the parties hereto, and all repairs shall be made of the same material as the Driveway consists of at the date hereof unless it is mutually agreed by and between the

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parties that such surface be modified.

3. Both parties shall have full right to use the Driveway and shall take no steps which would in any way impede the other's use thereof.

4. This easement shall run with the land and shall be fully binding upon the parties hereto, their respective heirs, successors, administrators, assigns, and personal representatives.

DATED this 25th day of September, 1981.

Pauline M. Tarascio  
Pauline M. Tarascio

James Tarascio  
James Tarascio

Barbara A. Powell  
Barbara A. Powell

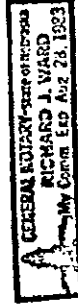
Roger A. Powell  
Roger A. Powell

STATE OF NEBRASKA ]  
                          ] SS  
COUNTY OF DOUGLAS ]

On this 25 day of September, 1981, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came PAULINE M. TARASCIO and JAMES TARASCIO, wife and husband, 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.

Richard J. Ward  
Notary Public



*2-16-11*  
*(2-16-12)*

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NOTARIAL PUBLIC

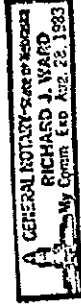
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STATE OF NEBRASKA ]  
                          ] SS  
COUNTY OF DOUGLAS ]

On this 25 day of September, 1981, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came BARBARA A. POWELL and ROGER A. POWELL, wife and husband, 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.

*Richard J. Ward*  
\_\_\_\_\_  
Notary Public



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RECEIVED  
1981 OCT -7 PM 2:38  
C HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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