

Conservative Savings Bank  
11207 W Dodge  
Omaha, NE 68154-2688

CASH 3537 BK 1058 R 58-39 FB 19-14880  
TYPE Mort PG 608.611 C/O \_\_\_\_\_ COMP ✓ SCAN AD  
FEE 21.00 OF Mort LEGL PG \_\_\_\_\_ MC \_\_\_\_\_ FV \_\_\_\_\_

RECORDS SECTION  
REGISTERED CLERK  
DOUGLAS COUNTY, NE

FEB 18 3 59 PM '93

RECEIVED

This Space Reserved for Recording Purposes

EASEMENT

This Easement (hereinafter "Easement") is made and given by Jeffrey L. Jorgensen:

WITNESSETH:

1. Jeffrey L. Jorgensen, a single person, owns the real property located at 2959-61 Pacific Street, Omaha, Nebraska, legally described as follows:

Lots 23 and 24, except the West 125.56 feet thereof in Block 4, Hanscom Place, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska ("Parcel 1.1");

and the real property located at 2963-63.5-65-65.5 Pacific Street, Omaha, Nebraska, legally described as follows:

The East 49.91 feet of the West 125.56 feet of Lots 23 and 24 in Block 4, Hanscom Place, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska ("Parcel 1.2");

and the real property located at 2967 Pacific, Apt. 1 and 2, Omaha, Nebraska, legally described as follows:

The East 24.65 feet of the West 75.65 feet of Lots 23 and 24 in Block 4, Hanscom Place, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska ("Parcel 1.3").

The current and future owners of Parcels 1.1, 1.2, and 1.3 are hereinafter collectively called "the Owners."

2. Parcels 1.1, 1.2, and 1.3 are neighboring parcels sharing a common southern boundary line. Jeffrey L. Jorgensen hereby reaffirms and grants a non-exclusive easement for ingress and egress across the above-mentioned southern common boundary line so that each obtains access to and from 30th Avenue by foot

and vehicle, and for the maintenance and improvement of said right of way. The easement has been historically identified and shall consist of a strip of land eight (8) feet wide running along and bordering the southern boundary of Lot 23, which right of way shall be for the use and benefit of all Owners and occupants of the whole or any part of said Lot 23 (the "Easement Way").

3. Absent future express written agreement to the contrary, the future maintenance, costs of repair or improvement of all of the Easement Way crossing Parcels 1.1, 1.2, and 1.3, shall be shared by the Owners, or future Owners, their respective heirs and assigns, of Parcels 1.1, 1.2, and 1.3 in proportion to their frontage along their common southern boundary (i.e., 24.85 feet, 49.91 feet, and 24.65 feet, respectively); and any Owner who shall advance costs or pay expenses for maintenance, repair, or improvement to the right of way shall have a right of contribution as against the other Owners.

4. Any Owner or future Owner may undertake the expense of repair, maintenance, or improvement of all or any part of the access right of way, but the expense of same shall be borne by such Owner alone, unless he shall have obtained the prior written approval of any other Owner(s) to share in such costs.

5. Jeffrey L. Jorgensen hereby reserves unto Omaha Public Power District, Metropolitan Utilities District, Northwestern Bell Telephone Company, Cox Cable and U S West (and their successors and assigns) an easement for access such as may be required for utility meter reading and for any future work necessary to further separate the utility connections currently shared by Parcels 1.1 and 1.2. The Owner(s) of Parcels 1.1 and 1.2 shall equally share any costs or expenses in separating such utility connections.

6. Each Parcel shall be a dominant estate insofar as it is benefitted by the terms and provisions contained herein. Each Parcel shall be a servient estate insofar as it is burdened thereby.

7. If any Owner, or their successor, assign, tenant, or subtenant, violates or threatens to violate any part of this Agreement, the other owners, or their respective successors and assigns, shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction and to recover damages.

8. If any Owner, their successor or assign brings an action in any court of competent jurisdiction to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, which sums shall be included in any judgment entered in favor of the prevailing party.

9. All easements granted under this Agreement are appurtenances to each parcel, and none of the easements may be assigned or encumbered except as appurtenances thereto.

10. The term of this Agreement shall be perpetual and shall be binding on and run with the land.

11. Except as stated otherwise in this Agreement, the Agreement or any of its provisions, conditions, covenants or restrictions may not be modified, extended or terminated without the consent of all owner(s), or their respective successors or assigns, in writing.

12. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portion shall remain in full force and effect.

EXECUTED this 14<sup>th</sup> day of January, 1992. <sup>3</sup> JG

Jeffrey L. Jorgensen  
Jeffrey L. Jorgensen

STATE OF NEBRASKA )  
 ) SS.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on  
January 14, 1997, by Jeffrey L. Jorgensen.

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Nancy A. Fulton  
Notary Public

