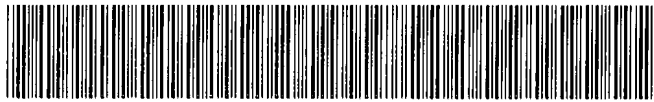




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GRANT OF INGRESS AND EGRESS EASEMENT

THIS GRANT OF INGRESS AND EGRESS EASEMENT made on the date hereinafter set forth by JEFFREY L. JORGENSEN ("JORGENSEN"), DEANN M. DRAKE ("DRAKE"), and JOSEPH MONTELLO, JR. ("MONTELLO").

W I T N E S S E T H:

WHEREAS, MONTELLO is the owner of certain real property located in Douglas County, Nebraska, more particularly described as:

Lot 6, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska,

commonly known as 2959-61 Pacific St., Omaha, NE 68105, and hereinafter referred to as Lot 6; and

WHEREAS, DRAKE is the owner of certain real property located in Douglas County, Nebraska, more particularly described as:

Lot 5, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska,

commonly known as 2963-63 1/2 Pacific St., Omaha, NE 68105, and hereinafter referred to as Lot 5; and

WHEREAS, JORGENSEN is the owner of certain real property located in Douglas County, Nebraska, more particularly described as:

Lot 4, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska,

commonly known as 2965-65 1/2 Pacific St., Omaha, NE 68105, and hereinafter referred to as Lot 4; and

Lot 3, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County,

return?

Jeffrey L. Jorgensen, 1425 S. 8th St., Omaha, NE 68108

Nebraska,

commonly known as 2967 Pacific St., Omaha, NE 68105, and hereinafter referred to as Lot 3; and

Lot 2, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska,

commonly known as 2969 Pacific St., Omaha, NE 68105, and hereinafter referred to as Lot 2; and

Lot 1, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska,

commonly known as 1101 S. 30 Ave., Omaha, NE 68105, and hereinafter referred to as Lot 1; and

WHEREAS access to the rear entrances (South) and parking areas of Lots 2, 3, 4, 5, and 6, and access to the garages of Lot 6, to and from 30th Avenue is across a strip of land eight (8) feet wide along and bordering the southern boundary of the Lots ("Right-of-Way"); and

WHEREAS, the parties desire to grant 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 repair and improvement of the Right-of-Way.

NOW, THEREFORE, in consideration of One and no/100 Dollars (US\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged and hereby acknowledged to be sufficient, (i) MONTELLO declares that all of the real property located in Douglas County, Nebraska, and legally described as Lot 6, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska, and (ii) DRAKE declares that all of the real property located in Douglas County, Nebraska, and legally described as Lot 5, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska, and (iii) JORGENSEN declares that all of the real property located in Douglas County, Nebraska, and legally described as Lot 1, Lot 2, Lot 3, and Lot 4, Pacific Gables Rowhouse Addition Replat 1, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska, shall be held, sold, and conveyed SUBJECT TO THE FOLLOWING EASEMENT AND RIGHT-OF-WAY SPECIFICALLY HEREBY REPLACING THAT CERTAIN EASEMENT DATED JANUARY 14, 1993, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA AT BOOK 1058 PAGE 608 - 611 ("Prior Easement"), WHICH Prior Easement IS HEREBY RESCINDED IN

ITS ENTIRETY AND SHALL HAVE NO FURTHER FORCE OR EFFECT:

1. A perpetual easement and right-of-way is hereby reserved in favor of and granted to and for the benefit of all parties having any right, title or interest in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, or any part thereof, their heirs, successors and assigns, and all tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter, on foot and with or without vehicles of any description, for all purposes connected with the use and enjoyment of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, to pass and repass along said Right-of-Way for the purpose of going from 30th Avenue to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, or vice-versa. Such easement area may only be used for access to personal residences located on each of the named lots, and shall not be used for commercial purposes or subjected to commercial activities conducted on any of the named lots.

2. The easement and right-of-way hereby granted is to be perpetual and shall be binding on and run with the land.

3. With the exception of Lot 1, which does not need to make use of the Right-of-Way, the future costs of repair or improvement of the Right-of-Way, or any part thereof, shall be shared by the owners, or future owners of the lots, their respective heirs and assigns, equally, absent express written agreement to the contrary; and any owner who shall advance costs or pay expenses for repair or improvement of the Right-of-Way shall have a right of contribution as against the other owners.

4. Each lot shall be a dominant estate insofar as it is benefited by the terms and provisions contained herein. Each lot shall be a servient estate insofar as it is burdened thereby.

5. If any owner, or their successor, assign, tenant, or subtenant, violates or threatens to violate any part of the Easement provided for herein, 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.

6. If any owner, their successor or assign brings an action in any court of competent jurisdiction to enforce any provision of this grant of easement, 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.

7. All easement granted under this grant of easement are appurtenances to each lot, and none of the easements may be assigned or encumbered except as appurtenances thereto.

