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EASEMENT AGREEMENT

This Easement Agreement made this ______ day of November, 1980, by and between Ronald D. Wesely, a single man, of Washington County, Nebraska, hereinafter known as Wesely; John A. Walton and Marsha L. Walton, husband and wife, of Washington County, Nebraska, hereinafter known as Waltons; and Richard A. Erdei and Faith A. Erdei, husband and wife, of Omaha, Nebraska, hereinafter known as Erdeis;

WITNESSETH:

WHEREAS, Weseley owns certain property described as follows:

From the Northeast Corner of Tax Lot 25 in Section 3, Township 17 North, Range 12, East of the 6th P.M., Washington County, Nebraska; and assuming the East Line of said Tax Lot to bear North 0°25' East; thence North 66°58'42" West on the North Line of said Tax Lot a distance of 84.4 feet to the point of beginning; thence continuing North 66°58'42" West on said North Line a distance of 285.60 feet; thence North 23°01'18" East a distance of 200.0 feet; thence South 66°58'42" East a distance of 150.0 feet; thence South 11°07' East a distance of 241.64 feet to the point of beginning; lying in the SE½ NW½ of Section 3, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, and containing 1.0 acre, more or less; and,

WHEREAS, Waltons own a certain piece of property described

as:

Tax Lot 19, in said Section 3, Township 17 North, Range 12, East of the 6th P.M., Washington County, Nebraska; and Lot 9, Block 1, in Rolling Acres, a subdivision of Washington County, Nebraska; and,

WHEREAS, Erdeis own a certain property described as:

Tax Lot 25, in Section 3, Township 17 North, Range 12, East of the 6th P.M., Washington County, Nebraska; and,

WHEREAS, Erdeis and Wesely desire an Easement Road through Waltons' property for purposes of ingress and egress to their properties and,

AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The parties agree that an Easement be created for the benefit of all parties through properties described as follows:

A strip of land 20.0 feet in width, the centerline of which is described as follows: From the Northeast Corner of Tax Lot 25 in Section 3, Township 17 North, Range 12, East of the 6th P.M., Washington County, Nebraska; and assuming the East Line of said Tax Lot to bear North 0°25' East, thence North 66° 58' 42" West on the North Line of said Tax Lot a distance of 105.78 feet to the point of beginning; thence South 70 18' 44" West a distance of 171.28 feet to a point of curvature; thence along a 285.49-foot radius curve to the left, a distance of 172.55 feet to a point of tangency; thence South 270 19' East a distance of 104.20 feet to a point of curvature; thence along a 198.60-foot radius curve to the right, a distance of 112.86 feet to a point of tangency; thence South 50 14' 34" West a distance of 70.24 feet to a point of curvature; thence along a 43.97-foot radius curve to the left a distance of 45.46 feet to a point of tangency; thence South 530 59' 51" West to a point of termination on the Westerly Right of Way of North Ridge Road, in Rolling Acres, a subdivision in Section 3, Town-ship 17 North, Range 12, East of the 6th P.M., Washington County, Nebraska.

- 2. In consideration of granting the Easement by the Waltons to the Erdeis and Wesely through Waltons' property, Wesely agrees to pay to Waltons the total sum of Six Hundred and Fifty Dollars (\$650.00) in cash, which sum shall be paid at the time of the execution of this Easement Agreement, the receipt of which is hereby acknowledged by the Waltons.
- 3. The parties agree that Waltons, Erdeis and Wesely shall participate equally in the maintenance and costs of maintenance of the Easement up to the Northwesterly boundary of said Tax Lot 19. The parties further agree that Erdeis and Wesely shall participate equally and solely on the maintenance or costs of maintenance of maintaining the Easement for anywhere North of the Northwest boundary line of said Tax Lot 19; and Waltons shall be held harmless from any costs of maintenance North and West of Tax Lot 19.
- 4. The parties agree that in the event this Easement is not used as an ingress or egress by Erdeis or Wesely for a period in excess of one year, that this Easement shall terminate in full.

5. The parties agree that this Easement Agreement shall be binding upon the heirs, representatives and assigns of each of the parties.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first abovesaid, in triplicate.

Richard A, Erdei		iald D. Wesely
STATE OF NEBRASKA)	
COUNTY OF WASHINGTON) ss.	
On this day of notary public, personally husband and wife, to me hames are affixed to the execution of the same to	y came John A. Walton known to be the identi foregoing Easement, a	ical persons whose and acknowledged the
Purposes therein set for A Sensal Northern State of Nebraska ANN LOTTMAN LOTTMAN My Comm. Exp. Mey 28, 1982	Notary Public	SENERAL ON PROTARY
STATE OF NEBRASKA)) ss.	OF HE 21 19 THE
COUNTY OF WASHINGTON) .	AND THE PERSON

On this 20th day of Mrv., 1980, before me, the undersigned notary public, personally came Richard A. Erdei and Faith A. Erdei, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Easement, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein set forth.

A GENERAL NOTARY - State of Nebrasks
ANN LOTTMAN

My Comm. Exp. May 28, 1982

Ann Sollman Notary Public

STATE OF NEBRASKA

) ss.
COUNTY OF WASHINGTON)

On this day of $\frac{i}{c}$, 1980, before me, the undersigned notary public, personally came Ronald D. Wesely, a single man, whose name is affixed to the foregoing Easement, and acknowledged the execution of the same to be their voluntary act and deed for the

purposes therein set forth.

A GERERAL HOTARY - State of Nebraska ANN LOTIMAN My Comm. Exp. May 28, 1982 Notary Public

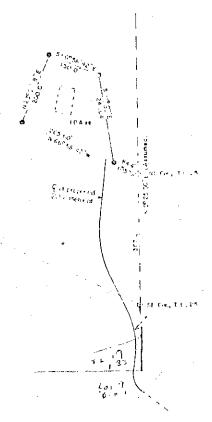
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LAND SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION: FROM THE BORTH AST CORDER OF TAX LOT DO THE DESCRION 3, 117N, 102E, ASSIMING THE EAST LIBE OF SAID TAX LOT TO HEAR N 0005 E, T SHOE R 66°58'A2"W ON THE RESIDENCE OF SAID TAX LOT A DISTANCE OF 86.4 FEET DO THE POINT OF BOOLINING; THENCH HEURG N 66°58'REMW ON SAID BORTH LIBE A DISTANCE OF 205.60 F.ET; THENCE N 23°01'LECTION OF 200.9 FEET; THENCE S 66°58'A2"E A DISTANCE OF 150.0 FEET; THENCE S 11°07'- FUICE OF 241.64 FEET TO THE POINT OF BOOLINING; LYING IN THE COL NAZ OF SECTION 3, 121'LY BORTH, TUBE 12 FAST OF THE 6th F.M., WASSINGTON COUNTY, INSERASKA, AND LIBE 1.0 ATHE, KORS OR LEGS.

NO DESCRIPTION! A SPORT OF FACE 20.6 FOR IN WHICH, THE CUTT-MAKE OF WHICH IS

FROM THE TORS: AND COURT OF TAX (70) 11 HI DESIGN 3, TORSELLY IV , LANGE 12 FAST OF THE GOLD AND AGRICUATION COUNTY, ESTAGRA, AND AGRIMING THE LANGE CALD TAX LAT TO GRACE OF THE LOURT OF BEGINS OF THE LOURT OF BEGINS OF THE BOTH LINE OF SAID TAX DISTANCE OF ADS.78 FROM TO THE LOURT OF BEGINS OF THE THEORY OF THE CURRENT OF THE BOTH TO THE CURRENT OF A DISTANCE OF A DISTANCE OF A TOTAL OF CURRENTORY FROM A DISTANCE OF THE BOTH OF CURRENTORY THEORY, THEORY SO THE BOTH A DISTANCE OF A DISTANCE OF A DISTANCE OF THE BOTH OF THE



"Surveyor's Certification:

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I hereby cuttily that this plat, map or survey was made by me or under my direct personal surveyor and that I am a only registered land surveyor under the laws of the State of Macrosko.

WARREN D. WHITAKER LS-235

Ham D. White

Registration No. LS=230 Date of Survey: March/135

Stowart Smith & Associates, Incorporated neoistened Land Surveyors

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