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EASEMENT AGREEMENT

This Easement Agreement made this 25 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 SE¼ NW¼ 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,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS

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Marlath & Peterson
Wesely
Decoded _____
General _____
Numerical _____
Photostat _____

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 $0^{\circ}25'$ East, thence North $66^{\circ}58'42''$ West on the North Line of said Tax Lot a distance of 105.78 feet to the point of beginning; thence South $7^{\circ}18'44''$ 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 $27^{\circ}19'$ 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 $5^{\circ}14'34''$ 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 $53^{\circ}59'51''$ West to a point of termination on the Westerly Right of Way of North Ridge Road, in Rolling Acres, a subdivision in Section 3, Township 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.

John A. Walton
John A. Walton
Richard A. Erdei
Richard A. Erdei

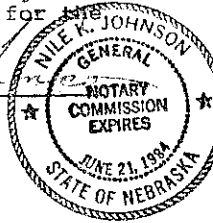
Marsha L. Walton
Marsha L. Walton
Faith A. Erdei
Faith A. Erdei
Ronald D. Wesely
Ronald D. Wesely

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss.

On this 30 day of Dec, 1980, before me, the undersigned notary public, personally came John A. Walton and Marsha L. Walton, 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.

GENERAL NOTARY - State of Nebraska
ANN LOTTMAN
My Comm. Exp. May 28, 1982

Nile K. Johnson
Notary Public



STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss.

On this 23rd day of Nov, 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.

GENERAL NOTARY - State of Nebraska
ANN LOTTMAN
My Comm. Exp. May 28, 1982

Ann Lottman
Notary Public

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss.

On this 23rd day of Nov, 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.

GENERAL NOTARY - State of Nebraska
ANN LOTTMAN
My Comm. Exp. May 28, 1982

Ann Lottman
Notary Public

