

COUNTER ah ah C.E. ah  
 VERIFY ah ah D.E. ah  
 PROOF \_\_\_\_\_  
 FEES \$ 16.50  
 CHECK# 86862  
 CHG 500.00 CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2010-15366

06/16/2010 2:45:57 PM

*Floyd J. Dowling*

REGISTER OF DEEDS



**EXCLUSIVE EASEMENT AND LICENSE AGREEMENT**

This Exclusive Easement and License Agreement is entered into this 15 day of June, 2010 by and between Robert A. White Revocable Trust Dated Aug 28, 2008, ("Grantee") and Mary P. Moore, ("Grantor").

**Recitals**

WHEREAS, Grantee is the owner in Lot 1 and Lot 2 a fee simple of a parcel of land legally described as follows:

***Lot 1 and Lot 2, Glenn Miller Addition, as surveyed, platted and recorded in Sarpy County, Nebraska***

WHEREAS, Grantor is the owner of a fee simple of a parcel of land legally described as follows:

***Tax Lot 15, Irregular East 400 Feet Section 8-13-13, as surveyed, platted and recorded in Sarpy County, Nebraska***

WHEREAS, Grantor and Grantee wish to enter into a written easement agreement granting Grantee, his successors, heirs and assigns and subsequent grantees (hereinafter "Grantee") a perpetual easement for the right to construct and connect with the existing sewer main on Grantor's lot, and maintain and access to maintain the sewer main to the point of connection with the existing sewer main on Lot 1. The location of the easement shall minimally impact as nearly as possible the use of the respective lots and shall be located as close as reasonably possible the property line of the respective properties.

**Agreement**

NOW THEREFORE, Grantor, in consideration of \$800.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee a perpetual easement over and through the easement parcel for the purpose of ingress and egress to construct and connect with the existing sewer main on Grantor's property and to maintain said sewer. The location of the easement shall minimally impact as nearly as possible the use of the respective lots and shall be located as close

Return To:  
 Robert A. White  
 8080 Raven Dr  
 Louisville NE 68037

DAKOTA TITLE & ESCROW CO.  
 ST-1198

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as reasonably possible the property line of the respective properties. The cost to maintain the easement to the point of connection shall be the Grantee's and Grantee agrees to hold the Grantor harmless from any and all damages arising out of this easement.

**Miscellaneous Provisions**

THIS AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

THIS EASEMENT constitutes the entire Agreement between Grantor and Grantee and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either the Grantor or the Grantee except to the extent incorporated in this Agreement.

Failure of the Grantor or Grantee to insist on the performance of any of the terms and conditions of this Agreement, or waiver of any breach of any of the terms and conditions of this Agreement shall not be construed thereafter as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

This easement shall be a covenant running with the land and shall bind the Grantor's and Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this easement as of the date set forth above:

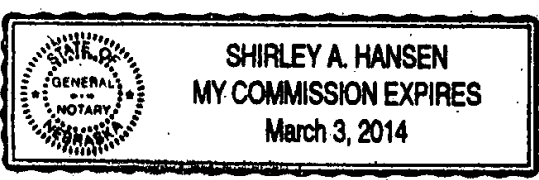
*Robert A. White*  
Robert A. White, Grantee

\_\_\_\_\_  
Mary P. Moore, Grantor

STATE OF NEBRASKA )  
 )ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 15 day of June, 2010 by Robert A. White.

*Shirley A. Hansen*  
Notary Public  
My Commission Expires: \_\_\_\_\_



2010-15366 B

STATE OF NEBRASKA

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)ss

COUNTY OF DOUGLAS

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The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by Mary P. Moore.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

RETURN TO: