

10-a

#552

FILED  
CASS COUNTY, NE.

2009 FEB -4 AM 11:30

EX 69 Misc PG 405

**COMPARED**

David Jordan by B  
REGISTER OF DEEDS

Doc# 552 \$10.50

Area Above To Be Used For Recording Information By The  
Cass County Register of Deeds Office  
Cover Page

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is made as of the 6<sup>th</sup> day of January, 2009, by and between Village of Eagle, as Grantor, and James M. Buel, as Grantee

WHEREAS, Grantor owns certain real property legally described as follows:

A portion of Tax Lot 12 located in the Southeast Quarter (SE ¼) of Section 20, Township 10 North, Range 9 East of the 6<sup>th</sup> P.M., Cass County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of said Tax Lot 12, said point being the true point of beginning; thence southerly along the west right-of-way line of First Street a distance of 148.88 feet; thence westerly on a line parallel to and 148.88 feet south of the south right-of-way line of F Street a distance of 153.63 feet; thence northerly on a line parallel to and 153.63 feet west of the west right-of-way line of First Street a distance of 148.88 feet to a point on the south right-of-way line of F Street; thence easterly along the south right-of-way line of F Street a distance of 153.63 feet to the point of beginning ("Grantor Premises"); and

WHEREAS, Grantee is the owner of property abutting the Grantor's Premises directly to the south, legally described as follows:

Sublot 15 of Tax Lot 12, Cass County, Nebraska ("Grantees' Premises"); and

WHEREAS, Grantee has improved the Grantee Premises with a metal building, in part, located on property being described as follows:

The southerly 1.50 feet of the Grantor Premises ("Easement Premises"); and

WHEREAS, Grantor and Grantee desire to create an easement for the use of Easement Premises in accordance with the terms hereof.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct.
2. Grant of Easement. Grantor hereby grants to Grantee an easement to use, subject to all the terms and conditions of this Agreement, the Easement Property for a metal building, providing that Grantee comply with all zoning and applicable federal, state and local regulations.

#552

3. Maintenance and Repairs. Responsibility for the cost, maintenance and repair of the improvements to the Easement Premises shall be borne solely by the Grantee.

4. Appurtenant Easement. The easement granted hereby shall be appurtenant to and run with the Grantor's and Grantee's above described real property, subject to Section 5 below.

5. Termination of Easement. In the event the metal building is destroyed or removed from the Easement Premises, the easement granted hereby shall terminate and Grantee shall have no further rights with respect to the Easement Premises.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed and effective on the date first written above.

Grantor:

Village of Eagle

By: Michael Blumel  
Its: Chairperson

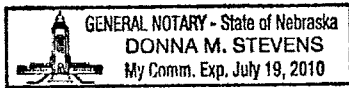
Grantee:

James M. Buel

By: James M. Buel

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

The foregoing instrument was acknowledged before me on the 14<sup>th</sup> day of JANUARY, 2008 by Donna Stevens, the Clerk of the Village of Eagle, Nebraska, a Nebraska municipal corporation, on behalf of said municipality.



Donna M Stevens  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of JANUARY, 2008 by James M. Buel.

Christine M. Werger  
Notary Public

