

Recorder Note:
Indexed in Northridge
Estates Replat Six
3-9-07 DH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-06763
2007 MAR -9 A 10:28 8
Sharon J. Dowling
REGISTER OF DEEDS

COUNTER	<u>ah</u>	C.E.	<u>D</u>
VERIFY	<u>D</u>	D.E.	<u>D</u>
PROOF	<u>P</u>		
FEES \$	<u>16.00</u>		
CHECK #	<u>1041/1047</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 6th day of March, 2007, by and between First State Bank of Gothenburg, referred to herein as "Grantor", and Jerome Jung and Katharina Jung, husband and wife, referred to herein as the "Grantees".

WHEREAS, the Grantor is the owner of certain real property situate in Sarpy County, Nebraska, and legally described as Lots One (1) and Two (2), Northridge Estates Replat 6, a Subdivision, Sarpy County, Nebraska, herein referred to as the "PROPERTY", and

WHEREAS, the Grantor has agreed to sell, for valuable consideration, Lot Two (2) of the property to the Grantee, and the Grantee has agreed to purchase said Lot Two (2) from the Grantor, and

WHEREAS, in order to accommodate the requirements of the Building and Zoning Administrator of the Village of Gretna, Nebraska, the Grantees have requested, and the Grantor has agreed to grant to the Grantee a non-exclusive ingress and egress easement across and over adjacent property owned by the Grantor for an agreed upon consideration, and

WHEREAS, the Grantor and the Grantee have become desirous of memorializing this easement agreement, referred to herein as the "EASEMENT AGREEMENT" or the "AGREEMENT" setting forth the terms and conditions of said easement,

NOW, THEREFORE, in consideration of the sum of One Dollar, in hand paid to the Grantor, the receipt and sufficiency whereof is hereby acknowledged by the Grantor, and for other good and valuable consideration, the Grantor and the Grantees do hereby agree as follows:

1. DEFINITION OF DOMINANT TENEMENT: Currently the Grantor is the fee title holder of both Lots One (1) and Two (2), Northridge Estates Replat 6, a Subdivision, Sarpy County, Nebraska, but contemplates the sale of Lot Two (2) to the Grantee. This easement agreement is contingent upon, and shall be recognized as a valid agreement only upon the sale of the said Lot Two (2) to the

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Grantee. The Grantee shall, upon sale, become the owner of Lot Two (2), Northridge Estates Replat 6, a Subdivision, Sarpy County, Nebraska, which estate, for purposes of this Agreement shall be referred to herein as the "DOMINANT TENEMENT".

2. DEFINITION OF SERVIENT ESTATE: The easement area to be granted by the Grantor to the Grantees is legally described as follows:

The South Thirty-Five Feet (35') of the West Fifty Feet (50') of Lot One, Northridge Estates Replat 6, a Subdivision, Sarpy County, Nebraska

and shall be referred to as the "SERVIENT ESTATE" or the "EASEMENT AREA".

3. GRANT OF EASEMENT: The Grantor hereby grants, assigns and sets over to the Grantees, and each of them, a perpetual non-exclusive easement on, over and across the said Easement Area for the purpose of ingress and egress only, and for no other purposes. It is also agreed and understood that the grant of said easement is not to be construed as an easement given to the exclusion of the Grantors, their heirs, assigns, or to others later granted a similar right by the Grantor.

4. MAINTENANCE OF EASEMENT AREA: The Grantor and the Grantees shall be equally responsible for all maintenance and upkeep of the Servient Estate.

5. HOLD HARMLESS: The Grantee shall bear full responsibility for the use and enjoyment of the easement area, and shall hold the Grantor harmless from any claim of damages to person, property or premises resulting from the use, occupancy and enjoyment thereof by the Grantee.

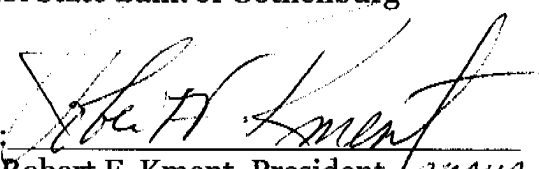
TO HAVE AND TO HOLD the said easement area unto the Grantees, and unto their heirs, successors and assigns forever.

Dated the year and date first above written.

GRANTOR:

First State Bank of Gothenburg

By:


Robert F. Kment, President *ORIANA MARKET*

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GRANTEES:

Henri Jung

Henri Jung, Agent and Attorney in Fact for Jerome Jung, Sr.

Henri Jung

Henri Jung, Agent and Attorney in Fact for Katharina Jung

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This easement agreement was acknowledged before me on this 2th day of March, 2007, by Robert F. Kment, President of First State Bank of Gothenburg.



Linda M. Bowman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This easement agreement was acknowledged before me on this 6th day of March, 2007, by Henri Jung, Agent and Attorney in Fact for Jerome Jung and Katharina Jung.



Linda M. Bowman
Notary Public

RTR

Bacon & Vinton, LLC
P. O. Box 208
416 10th St.
Gothenburg, NE 69138