

EASEMENT

Comes now Benjamin J. and Evelyn Jo Rogge, husband and wife, as joint tenants and not as tenants in common, parties of the first part and Max A. Block-contractor, a business entity, hereinafter referred to as party of the second part, and in consideration of (\$1.00) One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do enter into this Easement Agreement which shall run with the land described herein and shall be binding upon the grantor and grantees and their successors in title and for the benefit of and limitation upon all future owners of said land.

A. The parties of the first part in consideration of One Dollar (\$1.00) and other good and valuable consideration received, and the covenants made by the parties of the first part do hereby grant the use of the street known as Sunnyslope Drive in Lakeview Estates subdivision, Washington County, Ne. for purposes of ingress, egress, and access to utility lines as needed over, under or beside such street aforementioned.

B. The party of the second part accept the easement according to the terms thereof and agree in consideration of the conveyance of the easement for so long a period of time as they are the owners of the said Tax Lots 28 and part of 29 in 12-17-11 Washington County, Ne. or a portion thereof and until the inactive S.I.D. for Lakeview Estates subdivision has been activated, they and their successors will maintain the easement in a reasonable condition.

C. The parties hereto as well as other parties given equivalent easements and their successors in title, for the period that the title is in their name, agree to pay equally, the taxes, licenses, permits, maintenance, and any assessments placed on said property for the time period that this easement is in effect.

D. This easement shall be in effect until such time the Lakeview Estates S.I.D. is on active status, at which time, the recipients of this easement will be treated as one lot owner of Lakeview Estates subdivision, Washington County, Ne.

This agreement shall be binding upon the parties of the first part and the parties of the second part, their heirs, executors, administrators and assigns.

DATED this 12 day of June, 1992.

<i>Benjamin J. Rogge</i>	_____	92 JUN 15 11:21 AM FILED
Benjamin J. Rogge		
<i>Evelyn Jo Rogge</i>	_____	
Evelyn Jo Rogge		
<i>Max A. Block</i>	_____	
Max A. Block-Contractor		

STATE OF NEBRASKA )  
COUNTY OF WASHINGTON) SS.  
)

On this 12 day of June, 1992, before me, the undersigned Notary Public, duly commissioned and qualified for said County, personally came BENJAMIN J. ROGGE, EVELYN JO ROGGE, HUSBAND AND WIFE, known to me to be the identical persons whose names are subscribed

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to the foregoing EASEMENT, and acknowledged the execution thereof to be their voluntary act and deed.

witness my hand and Notarial Seal the day and year last written above.

Eric D. Smith  
Notary Public

My commission expires May 12, 1993.

On this 12 day of June, 1992, before me, the undersigned Notary Public, duly commissioned and qualified for said County personally came MAX A. BLOCK-CONTRACTOR, a business entity, known to me to be the identical person whose name is subscribed to the foregoing easement, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last written above.

Eric D. Smith  
Notary Public

My commission expires May 12, 1993.

STATE OF NEBRASKA COUNTY OF WASHINGTON) ss 2422  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 15th DAY OF June A.D. 1992  
AT 2:13 O'CLOCK P.M. AND RECORDED IN BOOK  
204 AT PAGE 563-564  
COUNTY CLERK Charlotta Peterson  
DEPUTY Ann Madson

Recorded ✓  
General ✓  
Numerical ✓  
Photostat ✓