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REGISTER OF DEEDS
SAUNDERS CO. NEBR.
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BOOK 305 PAGE 980
OF 02 INST# 570
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AGREEMENT

This AGREEMENT ("Agreement") is entered into as of August 19, 2003, by and between LARRY KEVIN STARK and SANDRA ANN STARK, husband and wife (collectively referred to as "the Starks") and DENNIS JOHNSON ("Johnson").

WHEREAS, Johnson is currently in the process of developing the Johnson Subdivision ("Subdivision") in the Village of Ceresco ("Village"), Saunders County, Nebraska;

WHEREAS, as part of developing the Johnson Subdivision, Johnson has been required by the Village to acquire, on behalf of the Village, a thirty-foot wide permanent utility easement on the south edge of the Subdivision;

WHEREAS, Johnson, through the Village, desires to acquire the Easement from the Starks over, across and under the following real estate owned by the Starks:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 14, WESTERN TOWN LOT COMPANY'S ADDITION, CERESCO, NEBRASKA; THENCE WEST ALONG THE SOUTH LINE OF LOTS 1, 2 & 3 OF SAID ADDITION A DISTANCE OF 361 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH, PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 30 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 361 FEET; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; CONTAINING 10,830 SQUARE FEET, MORE OR LESS.

(the "Easement").

WHEREAS, the Starks are currently contemplating the development of a residential subdivision adjacent to the Subdivision on the south side ("Stark's Proposed Subdivision"), and desire the cooperation of Johnson, his assigns and successors, in the Stark's application for Stark's Proposed Subdivision before the Village;

WHEREAS, as consideration for the Easement, Johnson has agreed to not, directly or indirectly, oppose Stark's Proposed Subdivision before the Village and to require, as a condition precedent to the sale of any lot or parcel within the Subdivision, that each purchaser agree in advance to acquiesce and not oppose, directly or indirectly, Stark's Proposed Subdivision before the Village.

WHEREAS, the Starks and Johnson have reached an agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Property Owners agree as follows:

1. **Consideration**. In consideration for the Stark's granting to the Village the Easement, Johnson agrees that:

- a. Johnson, his successors and assigns and their affiliates, agents and employees

shall not, directly or indirectly, oppose or interfere with the Stark's application before the Village for approval of Stark's Proposed Subdivision; and

- b. Johnson, his successors and assigns and their affiliates, agents and employees, will require, as a condition precedent to selling any interest in any lot or parcel within the Subdivision, that the purchaser shall in writing agree to not, directly or indirectly, oppose or interfere with the Stark's application before the Village for the Stark's Proposed Subdivision.

2. **Runs with the Land; Recording.** The Starks and Johnson, his successors and assigns, agree that this Agreement shall "run with the land," and shall be forever binding upon the owner of any parcel or lot within the Subdivision and any residence contained thereon. The parties agree that this Agreement shall be recorded with the Saunders County Register of Deeds and shall reflect that this Agreement "runs with the land" for all land contained within the Subdivision, and shall be fully and forever binding upon the owners of any interest in property within the Subdivision.

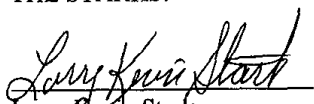
3. **Ownership of Subdivision.** Johnson hereby warrants and guarantees that he is the sole and exclusive of owner in all right, title and interest in all lots and parcels in the Subdivision, and that his legally authorized to enter into this Agreement.

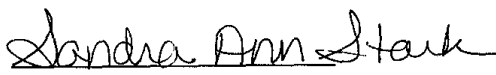
4. **Complete Agreement; Amendments.** This Agreement, along with the Easement, which is attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Starks and Johnson, superseding all previous agreements, if any, entered into between them. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and acknowledged by both the Starks and Johnson.

5. **Successors.** The terms, covenants and conditions hereof shall be binding upon the owner of any interest in any lot or parcel within the Subdivision and shall inure to the benefit of the Starks, their successors and assigns.

6. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

THE STARKS:


Larry Kevin Stark


Sandra Ann Stark

JOHNSON:



Dennis Johnson
 Dennis Johnson

STATE OF NEBRASKA)
) ss:
 COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this 19th day of AUGUST, 2003 by Larry Kevin Stark.

(SEAL)  Gerald L. Bruning
 Notary Public

STATE OF NEBRASKA)
) ss:
 COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this 19th day of AUGUST, 2003 by Sandra Ann Stark.

(SEAL)  Gerald L. Bruning
 Notary Public

STATE OF NEBRASKA)
) ss:
 COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this 19th day of AUGUST, 2003 by Dennis Johnson.

(SEAL)  Gerald L. Bruning
 Notary Public

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