

Record & Return To:

See pg 3

FILED SARPY CO. NE.
INSTRUMENT NUMBER
97 008827

97 MAY -7 PH 2:30

Sharon J. Lawling
REGISTER OF DEEDS

97-03327

Counter *am*
Verify: *27*
J.E.: *0*
Proof: *u*
Fee: 21.00
Ck
Cash
Charge 15.50

REVISED TEXT
DRIVEWAY EASEMENT AGREEMENT

This agreement is made May 2, 1997, by and between JEFFREY L. RECKLING and JERRI L. RECKLING, husband and wife, (herein "Reckling" whether one or more), and GARY GEISE and SALLY GEISE, husband and wife, (herein "Geise").

RECITALS

1. Reckling is the owner of the real estate popularly known as 7221 Valley Road, La Vista, Nebraska, and legally described as:

Lot 1511, La Vista, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska

This parcel will be designated as "PARCEL ONE" for the purpose of this agreement.

2. Geise is the owner of the real estate popularly known as 7225 Valley Road, La Vista, Nebraska, and legally described as:

Lot 1512, La Vista, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska

This parcel will be designated as "PARCEL TWO" for the purpose of this agreement.

3. PARCEL ONE and PARCEL TWO adjoin each other. PARCEL ONE is to the East of PARCEL TWO, and PARCEL TWO is to the West of PARCEL ONE.

4. There presently exists an 15.5 Foot driveway on PARCEL ONE. The driveway on PARCEL ONE is shown in the attached Plot Plan of Myron R. Kauss, Register Land Surveyor, dated April 22, 1997. That Plot Plan is made a part of this agreement for the purposes of illustration as Exhibit A.

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5. Presently there are uncertainties as to whether or not the described driveway is completely on PARCEL ONE or whether approximately 1 to 1.5 feet of that driveway is over and upon PARCEL TWO [That is, whether there is an overlap or encroachment of the PARCEL ONE driveway on PARCEL TWO].

6. The parties desire to enter into a written agreement to create an easement of record on the adjoining PARCEL ONE and PARCEL TWO, for the benefit of the owners of PARCEL ONE, and their successors, heirs, and assigns.

AGREEMENT

Having made the above recitals and for the mutual promises of the parties and other consideration, the receipt and sufficiency of which is acknowledged, the parties now agree as follows:

REVISED TEXT

- (a) Reckling has paid to Geise, and Geise has received from Reckling, the sum of \$500.00, in consideration for the granting of this easement by Geise to Reckling, Reckling's successors, grantees and assigns.
- (b) An easement for the present driveway on PARCEL ONE is created over a varying strip of land illustrated in Exhibit  East side of PARCEL TWO.
- (c) The easement is for the benefit of PARCEL ONE.
- (d) The repairs and maintenance of that driveway shall be exclusively paid for by the owner of PARCEL ONE. The repairs and maintenance to be undertaken and performed under this agreement shall include the following: concrete patching, repair, and resurfacing.
- (e) The easement created by this agreement is superior and paramount to the right of either of the parties in the respective servient estate so created. The parties further agree that this easement shall run with the land and be binding upon themselves, their heirs, successors, assigns and Grantees.
- (f) This easement may be terminated: (1) by a writing, executed and acknowledged by the then owners of PARCEL ONE and PARCEL TWO. That termination shall then be filed in the office of the Register of Deeds of Sarpy County, Nebraska. (2) In the event that the driveway is reconstructed or completely replaced, the reconstructed or replacement driveway shall then be exclusively over and upon PARCEL ONE. Notice of that reconstruction or replacement shall be filed in the office of the Register of Deeds of Sarpy County, Nebraska, by either of the then owners of PARCEL ONE or PARCEL TWO.
- (g) This easement was prepared by Reckling's attorney for the purposes of reducing to writing the easement agreement between Reckling and Geise. Costs of preparation and recording hereof shall be the sole cost of Reckling.

97-08827B

IN WITNESS WHEREOF, the parties have executed this agreement at Omaha and La Vista, Nebraska and the above date.

PLEASE SIGN

Jeffrey L. Reckling
Jeffrey L. Reckling

PLEASE SIGN

Jerri L. Reckling
Jerri L. Reckling

PLEASE SIGN

Gary Geise
Gary Geise

PLEASE SIGN

Sally Geise
Sally Geise

STATE OF NEBRASKA/COUNTY OF SARPY:

Execution of this agreement was acknowledged on May 2, 1997, by Jeffrey L. Reckling and Jerri L. Reckling, husband and wife.

WITNESS MY HAND AND SEAL the year and date set forth.

NOTARIZE

Joanna Thomas
Notary Public

REVISED TEXT

GENERAL NOTARY - State of Nebraska
JOANNA THOMAS
My Comm. Exp. June 7, 2000

STATE OF NEBRASKA/COUNTY OF DOUGLAS:

Execution of this agreement was acknowledged on May 2, 1997, by Gary Geise and Sally Geise, husband and wife.

WITNESS MY HAND AND SEAL the year and date set forth.

NOTARIZE

Joanna Thomas
Notary Public

GENERAL NOTARY - State of Nebraska
JOANNA THOMAS
My Comm. Exp. June 7, 2000

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