

# 352

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REGISTER OF DEEDS, CASS CO., NE  
DOC # 352 Patricia Misinger  
\$ 1150

COMPARED

EASEMENT AGREEMENT

AGREEMENT MADE October 25<sup>th</sup>, 1991 between, Fred Sauvageau and Joann Sauvageau, husband and wife, (herinafter collectively referred to as "Sauvageau"), Jim Melichar, single, (herinafter referred to as "Melichar").

R E C I T A L S

WHEREAS, Melichar is the legal titleholder of the following-described property:

Lot 206 - Lake Waconda; and

WHEREAS, Sauvageau is the owner of the following-described property:

Lake Waconda, Lot 205 - 205A & 205CC; and

WHEREAS, The Sauvageau Property lies southwest of and adjacent to the Melichar Property; and

WHEREAS, among the improvements on the Sauvageau Property include a deck adjacent to the house which deck encroaches approximately two feet onto the Melichar Property and as such, Sauvageau requires an easement from Melichar for the purpose of maintaining Sauvageau's deck; and

WHEREAS, Melichar is desirous of granting such an easement to Sauvageau.

IT IS THEREFORE MUTUALLY AGREED:

1. EASEMENT. Melichar hereby grants and conveys to Sauvageau for the benefit of the Sauvageau Property, a permanent easement for encroachment and maintenance purposes over the south four feet of the Melichar Property lying adjacent to Sauvageau's deck. Said easement shall terminate at such time as said deck is removed or the mortgage to Norwest Mortgage, Inc. on the Sauvageau Property is satisfied, whichever first occurs.

2. MAINTENANCE PURPOSES DEFINED. "Maintenance Purposes" as used in this Agreement means the right to enter upon the easement area to enable Sauvageau to make necessary repairs and maintenance to their deck. Said maintenance purposes shall include the right to temporarily erect ladders and/or scaffolding necessary to make said repairs and to maintain the property.

3. USE. When using said easement area, Sauvageau shall conduct all necessary repairs and maintenance in a workmanlike and expedient manner so as not to unduly disturb Melichar's use and enjoyment of their property. Further, Sauvageau shall remove all debris from said easement area after repairs and maintenance have been completed.

4. BINDING. The easement described herein is to and shall run with the land and shall be for the benefit and use of Sauvageau, owner of the adjacent land described above, their heirs and assigns.

Jim Melichar  
Jim Melichar

Fred Sauvageau  
Fred Sauvageau  
Joann Sauvageau

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STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF CASS )

On this 25 day of OCTOBER, 1991 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Fred Sauvageau and Joann Sauvageau, husband and wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

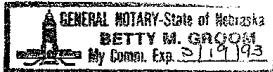


*Betty M. Groom*

Notary Public for the State of Nebraska

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF CASS )

On this 25 day of OCTOBER, 1991 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Jim Melichar, single, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



*Betty M. Groom*

Notary Public for the State of Nebraska