

MISC 1991 01246

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## EASEMENT AGREEMENT

OAKBROOK HOME ASSOCIATION, a Nebraska corporation ("Grantor"), and BRAYMOND V. ADAMS, JR., AND ELAINE D. ADAMS ("Grantees"), hereby agree as follows:

- 1. <u>Definitions</u>: For purposes of this Agreement, the following terms are defined:
  - a) "Common Property" shall mean that certain real property legally described as:

Lot 14, Raven Oaks Replat No. 1, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

b) "Residence Property" shall mean that certain real property legally described as:

Lot 1, Raven Oaks Replat No. 4, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

As of the date hereof, Grantor owns the Common Property and Grantees own the Residence Property.

In consideration of one dollar (\$1.00) and Easement: other valuable consideration and the mutual covenants and agreements made herein, Grantor hereby grants and conveys to Grantees a perpetual easement over, under, and upon the Common Property for the purposes of (a) construction, maintenance, enjoyment, and use of a driveway of not more than 30-foot width for purposes of ingress to and egress from the Residence Property, which driveway shall be constructed in a manner to be approved by the architectural committee of the Oakbrook Home Association in the exercise of its reasonable discretion, and (b) connection of all utilities, including but not limited to, electric, gas, water, and sewer hook-ups, each (driveway and utilities) with respect to 52nd Street immediately west of, and adjacent to, the Common Property and/or Raven Oaks Drive immediately north of, and adjacent to, the Common Property.

- 3. <u>Relation</u>: With respect to this Easement Agreement, the Residence Property shall be the dominant tenement and the Common Property shall be the servient tenement.
- 4. <u>Term</u>: The easement shall be perpetual unless terminated by express written agreement executed by the respective owners of the Common Property and the Residence Property.
- 5. <u>Binding Effect</u>: This Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

	OAKBROOK HOME ASSOCIATION ("Grantor")
	By: Stephanie K. Gillianie Name: STEPHANIE GILLESPIE Title: SECRETARY  Braymand V. Dannih
	Braymond V. Adams, Jr. ("Grantee")
	Claire D. adams
	Elaine D. Adams ("Grantee")
ATE OF NEBRASKA )	•

STATE OF NEBRASKA ) )ss.
COUNTY OF DOUGLAS )

On the 20 day of Caucay, 1991, before me, a Notary Public in and for said County and State, personally appeared Stephanie Gillespie, to me known to be the secretary of Oakbrook Home Association, and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on

1991

Notary Publ

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STATE OF NEBRASKA

)ss.

COUNTY OF DOUGLAS

On the <u>1/</u> day of <u>famery</u>, 1991, before me, a Notary Public in and for said County and State, personally appeared Braymond V. Adams, Jr., and Elaine D. Adams, to me known to be the identical persons who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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Witness my hand and notarial seal on January 2/, 1991.

Notary Public

RMY/kdl

GENERAL NOTARY-State of Rebraska NELL TRIMBLE NY COMM. Exp. Febr. 15, 1994