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MISC 1990 19002

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PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT made and entered into this 25th day of September, 1990 by and between Patricia A. Landen, Trustee and Norwest Bank Nebraska, N.A., formerly known as First Northwestern Trust Co. of Nebraska, Trustee (hereinafter collectively referred to as "Grantors"), and Edmund Leslie and Patricia Leslie, husband and wife (hereinafter collectively referred to as "Grantees").

RECITALS

WHEREAS, Grantors are the fee owners of Lot 155H-5, Regency Townhomes 2nd Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as "Grantors' Property"); and

WHEREAS, Grantees are the fee owners of Lot 155H-6, Regency Townhomes 2nd Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as "Grantees' Property"); and

WHEREAS, said properties are adjacent to each other so that a portion of the south line of Grantees' Property forms a common boundary with a portion of the north line of Grantors' Property; and

WHEREAS, the Grantees' Property has been surveyed by James Warner, licensed surveyor, of the engineering and surveying firm of Thompson, Dreesen & Dorner, Inc. by a survey dated June 13, 1990 (hereinafter referred to as "the Survey"), which Survey reveals that a portion of Grantees' driveway was originally constructed and continues to exist on a portion of Grantors' Property, the same being a triangular area in the northeast corner of Grantors' Property having a length of two feet (2') east and west and a depth of approximately one-half foot (1/2'), all as more particularly located and described on the Survey as the "Driveway Easement Area" (herein "Driveway Easement Area"), which Survey is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, it is the intention of Grantors to grant to Grantees a perpetual easement over and across the Driveway Easement Area on Grantor's Property, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, and stipulations of the parties contained herein and for other good and valuable consideration received, the sufficiency of which is hereby acknowledged, it is mutually covenanted, stipulated and agreed by and between the Grantors and Grantees as follows:

1. Filing of Record. Upon execution by Grantors and Grantees this Agreement shall be filed of record with the office of the Register of Deeds of Douglas County, Nebraska.

2. Grantors' Grant of Easement to Grantees. Grantors hereby grant and convey to Grantees a permanent easement and right of way over and across the Driveway Easement Area for pedestrian and vehicular traffic, for the purpose of ingress and egress to and from Grantees' Property and the public street which is now known as Fieldcrest Drive and for any other purposes connected with the use and enjoyment of Grantees' Property.

3. Maintenance of Easement Area. Grantors shall have no obligation whatsoever to at any time maintain or repair any of the Driveway Easement Area. Grantees shall be obligated to perpetually repair and maintain the Driveway Easement Area in good condition and remove any and all accumulations of ice, snow, and debris from the Driveway Easement Area.

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165-168 N 78/323 DEL 14 MC
Mig COMP CR F/B 51-32694

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Oct 12 1 47 PM '90
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY NE

4. Covenants Running With the Land. The easement and covenants and agreements, herein shall be joint with Grantors and Grantees and each of their respective invitees, licensees, servants, agents, tenants, and visitors. The easement and covenants, and agreements granted herein and their benefits and burdens are appurtenant to Grantors' Property and Grantees' Property and shall be considered and construed as a perpetual easement and covenant running with the Grantors' Property and the Grantees' Property, and shall inure to the benefit of and extend to and be binding upon the successors, transferees, assignees, lessees, licensees, servants, agents, employees, and visitors of the parties hereto, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect until terminated or annulled in accordance with this Agreement.

5. Operation of Grant Not Contingent. The operation of the grant of easement herein contained shall not be deemed contingent upon the happening of any event and is not to be viewed as executory in any respect. Nonuse of the easement granted herein regardless of the duration of such nonuse shall not constitute evidence of the intent of the Grantees and their transferees, successors, or assigns to abandon such easement. No easement granted herein shall be deemed abandoned unless and until the Grantees or their transferees, successors, or assigns shall by mutual, written agreement terminate or annul such easement.

6. Modification. This Agreement may be modified, amended, revoked, or rescinded only by the mutual, written agreement of the parties hereto or the mutual written agreement of their respective transferees, successors, or assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

GRANTORS:

Patricia A. Landen, Trustee
Patricia A. Landen, Trustee

NORWEST BANK NEBRASKA, N.A.,
Formerly Known As First
Northwestern Trust Co. of
Nebraska, Trustee

BY [Signature]
Its Vice President

GRANTEES:

[Signature]
Edmund Leslie

[Signature]
Patricia Leslie

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

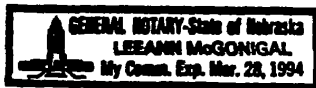
The foregoing instrument was acknowledged before me this 25th day of September, 1990, by Patricia A. Landen, Trustee.



Andrea McMahon
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

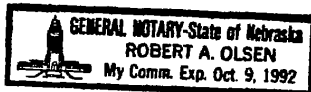
The foregoing instrument was acknowledged before me this 25 day of September, 1990, by C.R. Endelman, Vice President of Norwest Bank Nebraska, N.A., formerly known as First Northwestern Trust Co. of Nebraska, Trustee, on behalf of the Trustee bank.



LeeAnn McGonigal
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of October, 1990, by Edmund Leslie and Patricia Leslie, husband and wife.

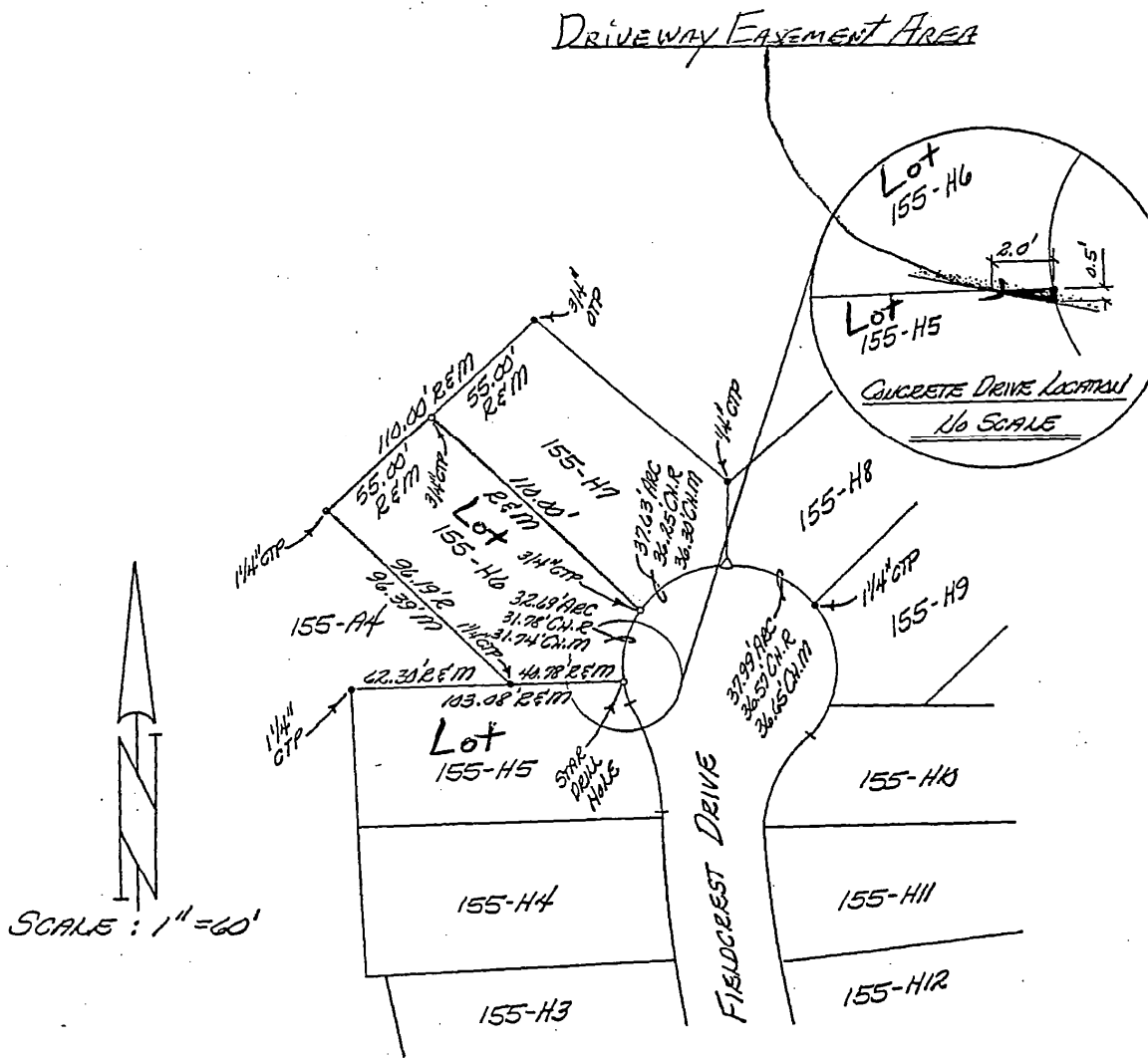


Robert A. Olsen
Notary Public

I hereby certify that this survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

LEGAL DESCRIPTION

Lot 155-H6, Regency Townhomes 2nd Addition, as surveyed, platted and recorded in Douglas County, Nebraska.



ADDRESS: _____ BUILDING PERMIT NO. _____

Date: June 13, 1990 Reg. No. 308



- LEGEND**
- corners found ●
 - corners set ○
 - recorded distance R
 - measured distance M
 - computed distance or angle COMP
 - crimped top pipe C.T.P
 - open top pipe O.T.P
 - set temporary point Δ

TD² FILE NO. 200-170-79

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