

94-21399

EASEMENT AGREEMENT

This Easement Agreement is entered into this 15 day of September, 1994, by and between TERRY A STUECKRATH and LORI L STUECKRATH, husband and wife, hereinafter collectively referred to as "STUECKRATH", and MICHAEL T. PATAK and SUSAN E. PATAK, husband and wife, hereinafter collectively referred to as "PATAK."

WITNESSETH:

WHEREAS, Stueckrath is the owner of a parcel of land in fee simple, legally described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as tract 1; and

WHEREAS, Patak is the owner in fee simple of the adjoining tract of land described in Exhibit "B" attached hereto and by this reference made a part hereof, hereinafter referred to as tract 2; and

WHEREAS, Stueckrath has agreed to grant to Patak an easement across tract 1.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Grant. Stueckrath hereby grants to Patak, their heirs, successors and assigns, a perpetual easement for egress and ingress across Tract 1 to Tract 2. Such easement is legally described in Exhibit "C" attached hereto and by this reference made a part hereof. Patak, their tenants, servants, visitors, and licensees shall, in common with all others having a like right, at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of tract 2, have the right to pass and repass along such easement for the purposes of access to tract 2. Provided, however, this easement shall be restricted to access for residential purposes. Patak shall not use the easement for access to Tract 2 if Tract 2 is being used or developed for non agricultural non residential purposes without the written approval of Stueckrath or their successors in interest.

2. Maintenance and Improvement. As additional consideration to the grant of this easement, Patak, their heirs, successors, and assigns, hereby agree to improve and maintain the property within the easement which improvements shall include at a minimum the development of an access road a minimum of fifteen feet in width improved with crushed white rock or its equivalent. All other property within the easement shall be maintained in a manner consistent with the maintenance of similar areas on Tract 2. All costs associated with the improvement and maintenance of the easement shall be borne by Patak, their heirs, successors, and assigns.

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3. Commencement of Easement. Stueckrath and Patak hereby agree that this Easement Agreement may be recorded immediately. Patak, their heirs, successors, and assigns hereby agree that no improvement or other activity shall be conducted within the easement prior to harvest of the crops growing within the easement at date hereof.

To have and to hold the aforegranted easement and right-of-way unto the Pataks, their heirs, successors, and assigns as appurtenant to the land of the Pataks. This easement shall run with the land and be binding thereon.

IN WITNESS WHEREOF the Stueckraths hereunto set their hand the date and year first above written.

Terry A. Stueckrath  
TERRY A. STUECKRATH

Lori L. Stueckrath  
LORI L. STUECKRATH

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

Be it known, that on the 15<sup>th</sup> day of September, 1994, before me personally appeared Terry A. Stueckrath and Lori L. Stueckrath above-named, who are known to be the persons described in and who executed the above Easement Agreement, and acknowledged the same to be their free act and deed.

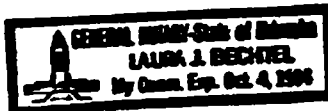
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Laura J. Bechtel  
Notary Public

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94 SEP 30 PM 2:45

County Clerk  
REGISTRY



of W  
E. O.  
Verify \_\_\_\_\_  
Filmed \_\_\_\_\_  
Checked \_\_\_\_\_  
Fee \$ 25.00

94-21399B

12/32 13:47 FAX 402 330 5866

TD2

0002

**(STUECKRATH TRACT)**

**LEGAL DESCRIPTION**

That part of the West 1/2 of the NW 1/4 of Section 19, T14N, R11E of the 6th P.M.,  
Dawson County, Nebraska, described as follows: Commencing at the SW corner of said West  
1/2; thence East (assumed bearing) 83.01 feet on the South line of said West 1/2 to the  
point of beginning said point being on the East line of Highway 6; thence continuing  
East 355.70 feet on the South line of said West 1/2; thence N18°14'27"E 300.00 feet;  
thence N59°14'27"E 84.57 feet; thence N00°23'40"E 1554.11 feet to the North line of the  
abandoned Chicago, Burlington & Quincy Railroad; thence N73°02'11"W 552.00 feet on the  
North line of said abandoned railroad to the East line of Highway 6; thence S00°41'26"E  
1009.24 feet on the East line of Highway 6; thence S01°56'36"W 644.54 feet on the East  
line of Highway 6 to the point of beginning; except that part taken for street on  
the south.

EXHIBIT

A

92-04810C

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(PATEK TRACT)

LEGAL DESCRIPTION

That part of the West 1/2 of the NW 1/4 of Section 19, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the SW corner of said West 1/2; thence East (assumed bearing) 438.71 feet on the South line of said West 1/2 to the point of beginning; thence N18°14'27"E 300.00 feet; thence N59°14'27"E 84.57 feet; thence N00°23'40"E 1654.11 feet to the North line of the abandoned Chicago, Burlington & Quincy Railroad; thence S73°02'11"E 542.70 feet on the North line of said abandoned railroad to the East line of said West 1/2; thence S00°23'39"W 1723.95 feet on the East line of said West 1/2 to the SE corner thereof; thence West 684.50 feet on the South line of said West 1/2 to the point of beginning.  
Containing 22.34 acres.

EXHIBIT  
B

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## EXHIBIT "C"

## LEGAL DESCRIPTION OF ROADWAY EASEMENT

That part of the west 1/2 of the northwest 1/4 of Section 19, Township 14 North, Range 11 East at the 6th p.m. Sarpy County, Nebraska, describes as follows:

Commencing at the southwest corner of said west 1/2; thence east (assumed bearing) 83.01 feet on the south line of said west 1/2; thence north  $01^{\circ}56'36''$  east 644.54 feet; thence north  $00^{\circ}41'26''$  west 1,311.74 feet to the point of beginning. Thence north  $00^{\circ}41'26''$  west 15 feet; thence south  $73^{\circ}02'11''$  east a distance of 552 feet; thence south  $00^{\circ}23'40''$  west 15 feet; thence north  $73^{\circ}02'11''$  west a distance of 552 feet to the point of beginning.

The foregoing describes a strip of land 15 feet wide such strip being 7.5 feet on either side of the center line of the abandoned railroad right-of-way. Such center line is located parallel to and 80 feet south of the north line of the Stueckrath Tract as measured by Stueckrath and Patak in August of 1994.