

Rhonda J Andresen
ASSESSOR/REGISTER OF DEEDS
SAUNDERS COUNTY NE
2022 March 22 AM 11:14
BOOK GEN 577
PAGE 1191 TO 1192
INST# 2022-03-331
Rhonda J Andresen
Electronically Recorded

After recording return to:
Bromm, Lindahl, Freeman-Caddy & Lausterer
551 North Linden
P.O. Box 277
Wahoo, NE 68066

EASEMENT AGREEMENT
(INGRESS/EGRESS)
(Lot 1, Mock's Haven)

This Easement Agreement (Ingress/Egress) hereinafter called "Easement Agreement", is made this 17 day of March, 2022, by and between Wolf Lakes Estates Homeowners Association, a Nebraska Non-Profit Corporation, hereinafter referred to as "HOA" and Forest River, L.L.C. a Nebraska Limited Liability Company, hereinafter referred to as "Forest River".

WHEREAS, HOA is the owner of all common areas, including roadways and lakes located within Wolf Lakes Estates, located in Sections 16, 21, and 22, Township 17, Range 6, Saunders County, Nebraska, and, hereinafter referred to as "HOA Real Estate".

WHEREAS, Forest River is the owner of the following described real estate, to wit:

Lot 1, Mock's Haven, located in part of Section 15, Township 17 North, Range 6 East, and in part of Section 22, Township 17 North, Range 6 East of the 6th P.M., Saunders County, Nebraska,

hereinafter referred to as the "Forest River Real Estate", and,

WHEREAS, Forest River Real Estate is not adjacent to any public road, and,

WHEREAS, HOA is willing to grant and create an easement in favor of Forest River over and across a specific portion of the HOA Real Estate for Forest River to have access to the Forest River Real Estate through this easement and an easement located on Lot 2 of Mock's Haven,

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Forest River and HOA agree as follows:

1. That the findings here and above made should be and are hereby incorporated herein by reference as if fully set forth at length herein.

2. That HOA does hereby grant, sell, convey and confirm unto Forest River a non-exclusive easement over and across a specific portion of the HOA Real Estate for ingress and egress to the Forest River Real Estate. The easement granted hereby shall be described as follows, to wit:

Forest River shall be permitted to enter Wolf Lakes Estates via the gate located on Wolf's Way and proceed to Turkey Trail Road and proceed onto Sunset Drive taking an immediate right to a locked gate accessing Lot 2 Mock's Haven. Thereafter, Forest River has a recorded easement with the owner of Lot 2 Mock's Haven for access to Forest River Real Estate,

hereinafter referred to as the "Easement Area".

3. That the Easement Area herein granted to Forest River shall pertain to it, and subsequent owners of Forest River, their invited guests, and all such persons who may require access to the Forest River Real Estate in order to provide services, material, utilities, or equipment that may be desired to improve or maintain the Forest River Real Estate.

4. That if Forest River, or any of the aforementioned persons or entities, in paragraph 3 hereof, by gross negligence or reckless disregard for normal care and use of the Easement Area, cause damage to the Easement Area, the responsible party causing the damage, at its expense, shall repair said damage at no expense to HOA.

5. That Forest River shall indemnify and hold HOA harmless against any claim for injury to any person or property which occurs, or is alleged to have occurred, during the course of Forest River's or any of the persons and/or entities noted in paragraph 3 hereof, use of said aforementioned Easement Area. This shall include any settlement, judgment, cost of defense, including legal fees and disbursements.

6. That this Easement Agreement shall be recorded in the office of the Register of Deeds of Saunders County, Nebraska, at Forest River's expense. The Register of Deeds shall index this Easement Agreement against the parties as both Grantor and Grantee.

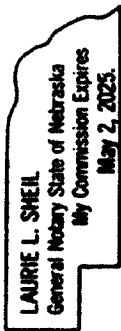
7. That this Easement Agreement shall be binding and provide perpetual and non-exclusive rights of ingress and egress to and from Lot 2 Mock's Haven's locked gate and upon the parties hereto, their respective successors and assigns and shall not terminate except by mutual written agreement of the parties hereto.

8. That the parties hereby agree that the Easement Area may be relocated by the mutual agreement of HOA and Forest River to the extent that such relocation is made reasonably necessary as a result of flood, erosion, roadway reconstruction, or other events or causes which may or may not be within either party's reasonable control.

9. That this Easement Agreement is subject to and shall be construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence of this Easement Agreement. No amendment of this Easement Agreement shall be effective unless reduced to writing and executed by the parties hereto. This Easement Agreement contains all of the understandings of the parties relating to the subject matter hereof.

10. That the Easement and Easement Area of ingress and egress and the requirements of maintenance, repair, and replacement shall not be personal to the parties but shall be perpetual and shall run with the lands as described herein.

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



FOREST RIVER, LLC, a Nebraska Limited Liability Company,

By: Marc Johnson
Marc Johnson, its Manager

WOLF LAKES ESTATES HOMEOWNERS ASSOCIATION, a Nebraska Non-Profit Corporation,

BY: Sam Calabro
Sam Calabro, its President

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

March The foregoing Easement Agreement was acknowledged before me on this 17 day of August, 2022, by Marc Johnson, Manager of Forest River, LLC, a Nebraska Limited Liability Company.

Laurie L. Sheil
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Easement Agreement was acknowledged before me on this 18 day of March, 2022, by Sam Calabro, President of Wolf Lakes Homeowners Association, a Nebraska Non-Profit Corporation.

Tim C. Chapman
Notary Public

