

FILED SARPY CO. NE.
INSTRUMENT NUMBER
97 020423
97 SEP 17 AM 10:31
Glenn J. Lawling
REGISTER OF DEEDS

97-20423
Counter 99
Verify: 99
D.E.: 99
Proof: 99
Fee: 20.50
Check 99
Cash 99
Charge 99

AGREEMENT

PARTIES:

AGREEMENT made this 30th day of August, 1997, by and between PAUL S. McCUNE and SUSAN J. McCUNE, husband and wife ("Grantor") and PLUM CREEK HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation ("Grantee").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. Grantor is the owner of Lot 114, Plum Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Property").
2. Grantor has constructed an entrance sign to Plum Creek Subdivision (the "Entrance Sign") on a portion of the Property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area").
3. Grantee desires to maintain, improve, repair, upkeep and replace the Entrance Sign.
4. Grantor desires to grant to Grantee an easement over the Easement Area to maintain, improve, repair, upkeep and replace the Entrance Sign.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, the parties do hereby agree as follows:

SECTION 1. GRANT OF EASEMENT FOR DRIVEWAY PURPOSES BY GRANTOR.

Grantor hereby grants and conveys unto Grantee a perpetual nonexclusive unrestricted easement over the Easement Area for Grantee, its agents, employees, successors and assigns, to maintain, improve, repair, upkeep and replace the Entrance Sign, which shall run with the Property and the title to the Property, and shall be binding on Grantor, its successors and assigns, and inure to the benefit of Grantee, its successors and assigns, and any person or other entity that at any time hereafter shall become the owner of the Property.

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SECTION 2. CONSTRUCTION, MAINTENANCE AND REPAIR TO EASEMENTS.

The cost and expenses of constructing, maintaining and repairing the Easement Area shall be the responsibility of the Grantee, its successors and assigns. Grantee, its successors and assigns, shall repair any damage to the Property as a result of this Easement and shall bring the Property to its original condition following any damage by Grantee as soon as reasonably possible.

SECTION 3. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance to the laws of the State of Nebraska.

SECTION 4. MISCELLANEOUS.

4.1 Amendments and Supplements. This Agreement may be amended or supplemented only in writing by additional agreements as may be determined by the parties to be necessary, desirable or expedient to further the purposes of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the terms or conditions hereof, or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transactions contemplated hereby.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement.

4.3 Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties and their heirs, respective personal representatives, executors, conservators, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

Executed this 30th day of August, 1997,
at Omaha, Nebraska.



PAUL S. McCUNE

Executed this 30th day of August, 1997,
at Omaha, Nebraska.



SUSAN J. McCUNE

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PLUM CREEK HOMEOWNERS
ASSOCIATION, INC., a Nebraska
nonprofit corporation

Executed this 30th day of August, 1997,
at Omaha, Nebraska.

By: Carol Hunsley
President

Executed this 30th day of August, 1997,
at Omaha, Nebraska.

Attest: Cheryl Williams
Secretary

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EXHIBIT "A"

That part of Lot 114, Plum Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Beginning at the Northeast corner of said Lot 114, thence South $00^{\circ}04'20''$ West (bearings referenced to the Final Plat of Plum Creek) for 42.00 feet along the East line of said Lot 114; thence North $41^{\circ}25'33''$ west for 64.24 feet to the North line of said Lot 114; thence South $81^{\circ}45'20''$ East for 43.00 feet to the Point of Beginning.

Contains 894 square feet.