

27-10-9

FILED
CASS COUNTY, NE.

2012 AUG -3 PM 2: 21

BK. 1 OF cen PG. 325

David John
REGISTER OF DEEDS

#4400 \$ 20.50

Driveway Easement

1/4

THIS AGREEMENT FOR EASEMENT is entered into this 19th day of July, 2012, by and between Daniel D Lovegrove and Heather D Lovegrove, husband and wife, hereinafter referred to as "Grantor", and Daniel D Lovegrove and Heather D Lovegrove, husband and wife, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the owner of real estate in Cass County, Nebraska, legally described as follows, to wit:

W 1/2 NW 1/4, except Tax Lot 6, in Section 27, Township 10 North, Range 9, East of the 6th P.M., Cass County Nebraska, hereinafter referred to as "Tract 1".

WHEREAS, Grantee is the owner of real estate in Lancaster County, Nebraska, described as follows:

Tax Lot 6 in the W1/2NW1/4 Section 27, Township 10 North, Range 9, East of the 6th P.M., Cass County Nebraska, hereinafter referred to as "Tract 2".

LHC-UB-T-2D

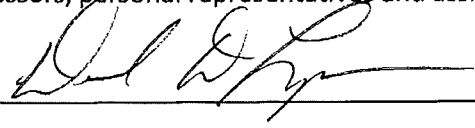
WHEREAS, Grantor describes to grant to the Grantee a perpetual easement over a portion of the real estate described as Tract 1 for the purpose of ingress and egress to the real estate described as Tract 2.

IT IS THEREFORE AGREED by and between the Grantor and the Grantee that the Grantor grants to the Grantee a perpetual easement, to run with the land, for ingress and egress to Grantee's property across Grantor's property described as Tract 1, 30 feet in width, upon the present private road located on said Tract 1 to Tract 2 and the Grantee's residence, beginning 200' east of the northwest corner of Tract 1 from the driveway access to U.S. Highway 34 and continuing south upon said private road to the north line of Tract 2.

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This easement shall run in favor of the Grantee and their successors and assigns and shall run with the land. Grantor, their successors or assigns shall be in no way bound to construct, reconstruct or maintain the private road described herein or to keep the road in repair; nor does the Grantor, their successors or assigns, assume any liability or responsibility to the Grantee, Grantee's successors or assigns, or any person using said private road by invitation express or implied, or by reason of any business conducted with the Grantee, Grantee's successors or assigns. In any event, Grantee shall be solely obligated to pay any costs for upkeep and maintenance of the easement for ingress and egress that is used exclusively by the Grantee to access Tract 2, including necessary erosion repair. Grantee, their successors or assigns, shall also be responsible for the costs for maintenance, cleanup or repairs of Grantor's private road that are the proximate result of the use of the road by them or their invitees.

IT IS FURTHER AGREED by and between the parties hereto that this easement, once recorded with the Register of Deed's Office of Cass County, Nebraska, shall run with the land, be binding upon the parties hereto, their successors, personal representatives and assigns.



Daniel D Lovegrove, Grantor

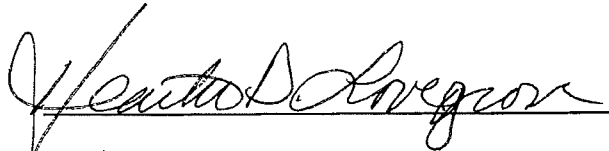
3/4



Heather D Lovegrove, Grantor



Daniel D Lovegrove, Grantee



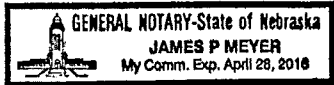
Heather D Lovegrove, Grantee

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

On this 19th day of July, 2012, before me, the undersigned Notary Public in and for said state and county, personally appeared Daniel D Lovegrove and Heather D Lovegrove, husband and wife, Grantor, to me known to be the identical persons who signed the foregoing Agreement for Easement and acknowledged the execution thereof to be their voluntary act of deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

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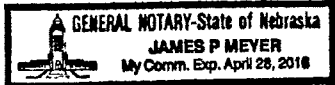
James P Meyer

Notary Public

STATE OF NEBRASKA)
)
) SS.
COUNTY OF LANCASTER)

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James P Meyer

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