

J.J.
W



After recording return to:

Edstrom, Bromm, Lindahl
& Freeman-Caddy
551 North Linden
P.O. Box 277
Wahoo, NE 68066

EASEMENT FOR ENCROACHMENT

Clinton E. Doolittle and Denise M. Doolittle, husband and wife, Grantor, whether one or more, in consideration of the conditions hereinafter stated and other valuable consideration, does hereby grant and convey unto Todd A. Hornung, Cynthia S. Hornung, and Lori M. Block, Grantee, whether one or more, an easement, over, across, and under the following described real estate, to wit:

A STRIP LAND LOCATED IN THE NE ¼ OF THE SE ¼ IN SECTION 5, T8N, R7E OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE ¼ SE ¼; THENCE S89°00'47"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID NE ¼ SE ¼, 156.0 FEET TO THE POINT OF BEGINNING; THENCE S00°59'13"E, 5.0 FEET; THENCE S89°00'47" W PARALLEL WITH THE NORTH LINE OF SAID NE ¼ SE ¼, 42.0 FEET; THENCE N00°59'13"W, 5.0 FEET TO THE NORTH LINE OF SAID NE ¼ SE ¼; THENCE N89°00'47"E ON SAID NORTH LINE, 42.0 FEET TO THE POINT OF BEGINNING.

hereinafter called Easement, subject to the following conditions:

1. Grantee shall have the right of reasonable ingress and egress over, across, and under Easement for the purpose of inspecting, repairing, maintaining, and removing, at anytime, the building of Grantee's located upon the following described real estate, to wit:

LOT 1, HORNUMG ADDITION LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8, RANGE 7, EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA,

and which encroaches onto Easement.

2. Grantee shall at all times, in utilizing this Easement, exercise all due care and diligence to avoid any injury or damage to the personal property of the Grantor and the Grantee agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by the reason of the use of said Easement.

3. Grantee covenants that if the building which is located upon Easement is ever improved to a fair market value exceeding fifty percent (50%) of its current fair market value, or if the building which is located upon Easement is ever damaged so that its fair market value is less than fifty percent (50%) of its current fair market value, Grantee shall relocate and/or remove said building so that it does not encroach upon Grantor's real estate. Upon said event, this Easement shall be null and void.

4. Grantor represents as follows:

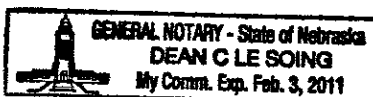
- a. Grantor has lawful possession of the real estate comprising said Easement, and good and lawful authority to execute this document
- b. That Grantor's heirs, personal representatives, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way assert any right, title, or interest, prior to or contrary through this conveyance;
- c. That this Easement shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

Dated this 3 day of April, 2008.

Clinton E. Doolittle
Clinton E. Doolittle

Denise M. Doolittle
Denise M. Doolittle

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.



The foregoing instrument was acknowledged before me on this 3 day of April, 2008, by Clinton E. Doolittle and Denise M. Doolittle, husband and wife.

Dean C. LeSoing
Notary Public

part Lot 21 & E ¼

mail: Todd Hornung
1811 County Road 2
Wahoo, NE 68066