

No. file **DAK**

93-09679

FENCE EASEMENT AGREEMENT

This Agreement is made between KEITH E. COLEMAN and CAROL A. COLEMAN, husband and wife ("COLEMAN") and ROBERT W. JANDREAU and JOLENE S. JANDREAU, husband and wife ("JANDREAU").

RECITALS

1. COLEMAN is the owner of the premises legally described as:

Lot 153, in FONTENELLE ADDITION, a Subdivision as surveyed, platted and recorded, in Sarpy County, Nebraska

which real estate is also known as Lot 153A, FONTENELLE ADDITION, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska. The Premises is designated as PARCEL ONE.

2. JANREAU is the owner of the premises legally described as:

Lots 154 and 155 in FONTENELLE ADDITION, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska

which real estate is designated as PARCEL TWO.

3. PARCEL ONE and PARCEL TWO abut each other as shown in James D. Warner, Registered Surveyor's September 4, 1992 Surveyor's Certificate attached as Exhibit A, and made a part hereof.

4. At sometime unknown to COLEMAN and JANDREAU, the owner or owner(s) of PARCEL ONE and PARCEL TWO had or erected a fence which meanders over and across PARCEL ONE and PARCEL TWO.

5. COLEMAN and JANDREAU desire to resolve all problems concerning the existence of the fence encroachments described in Exhibit A, and to avoid the uncertainties and expenses of litigation concerning the areas fenced and the abutting respective properties.

6. To that end COLEMAN and JANDREAU desire to resolve any potential controversies, and they have entered into the following agreement concerning the existence of the fence, maintenance of the easement areas, and termination of the easement.

AGREEMENT

Having made the above recitals, for the consideration and promises described herein, the sufficiency of which is acknowledged, COLEMAN and JANDREAU now agree as follows:

1. JANDREAU grants to COLEMAN an easement over and upon PARCEL TWO for an easement described and conditioned as set forth in Paragraph 3 hereof.

Proof	_____
D.E.	_____
Verify	_____
Filmed	_____
Checked	_____
Fee \$	21.50

FILED SARPY CO. NE.

INSTRUMENT NUMBER
93-009679

93 MAY -7 PM 3:52

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Robert W. Jandreau
RECORDED

93-09679A

2. COLEMAN grants to JANDREAU an easement over and upon PARCEL ONE for an easement described and conditioned as set forth in Paragraph 3 hereof.

3. Each of the described easements is subject to the following conditions:

- (a) Each Grantee of an easement shall be solely responsible for the maintenance of any existing fence and easement area granted to that Grantee.
- (b) If an existing fence is destroyed or deteriorates to a state where it is beyond repair or maintenance, the easement granted over PARCEL ONE and PARCEL TWO shall terminate. The then owner of the fee interest to the easement area may then occupy the easement area, free from the claim(s) of that easement Grantee, Grantee's heirs, successors and assigns.
- (c) The owners of PARCEL ONE and PARCEL TWO shall file a Notice of Fence Destruction, or deterioration with the Register of Deeds of Sarpy County, Nebraska. Upon the filing of that Notice, the described, separate easements shall terminate. The Grantee of any easement shall have no further right, title, or interest in and to any described easement area as shown on Exhibit A after the filing of the Notice.
- (d) The owner(s) of PARCEL ONE and PARCEL TWO, and the successor grantees may enter into a written agreement at anytime terminating or modifying the easement described above.

4. Cost of maintenance of the fence or its removal in the event of destruction shall be borne by the easement Grantee.

5. It is the intention of all parties hereto that this agreement shall be binding upon the heirs, successors, and assigns, and grantees of all parties to this agreement, and that the terms and conditions of this agreement shall run with the described land.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth opposite their respective names.

Keith E. Coleman
KEITH E. COLEMAN

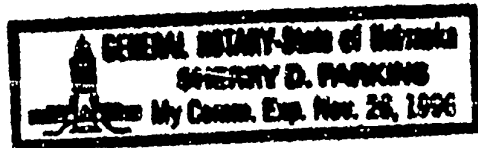
06 May 1993

Carol A. Coleman
CAROL A. COLEMAN

6 May 1993

STATE OF NEBRASKA/COUNTY OF SARPY:

Execution of the above agreement was acknowledged before me on _____ 1993 by KEITH E. COLEMAN and CAROL A. COLEMAN, husband and wife.



Sherry D. Parkins
Notary Public

43-09679 B

Robert W. Jandreau
ROBERT W. JANDREAU

April 2 1993

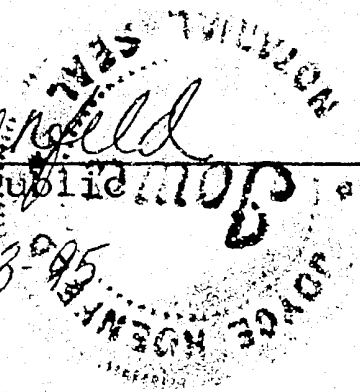
Jolene S. Jandreau
JOLENE S. JANDREAU

April 2 1993

STATE OF NEBRASKA/COUNTY OF SARPY:

Execution of the above agreement was acknowledged before me on April 2, 1993 by ROBERT W. JANDREAU and JOLENE S. JANDREAU, husband and wife.

Joyce Roenfeld
Notary Public
expires 4-3-95



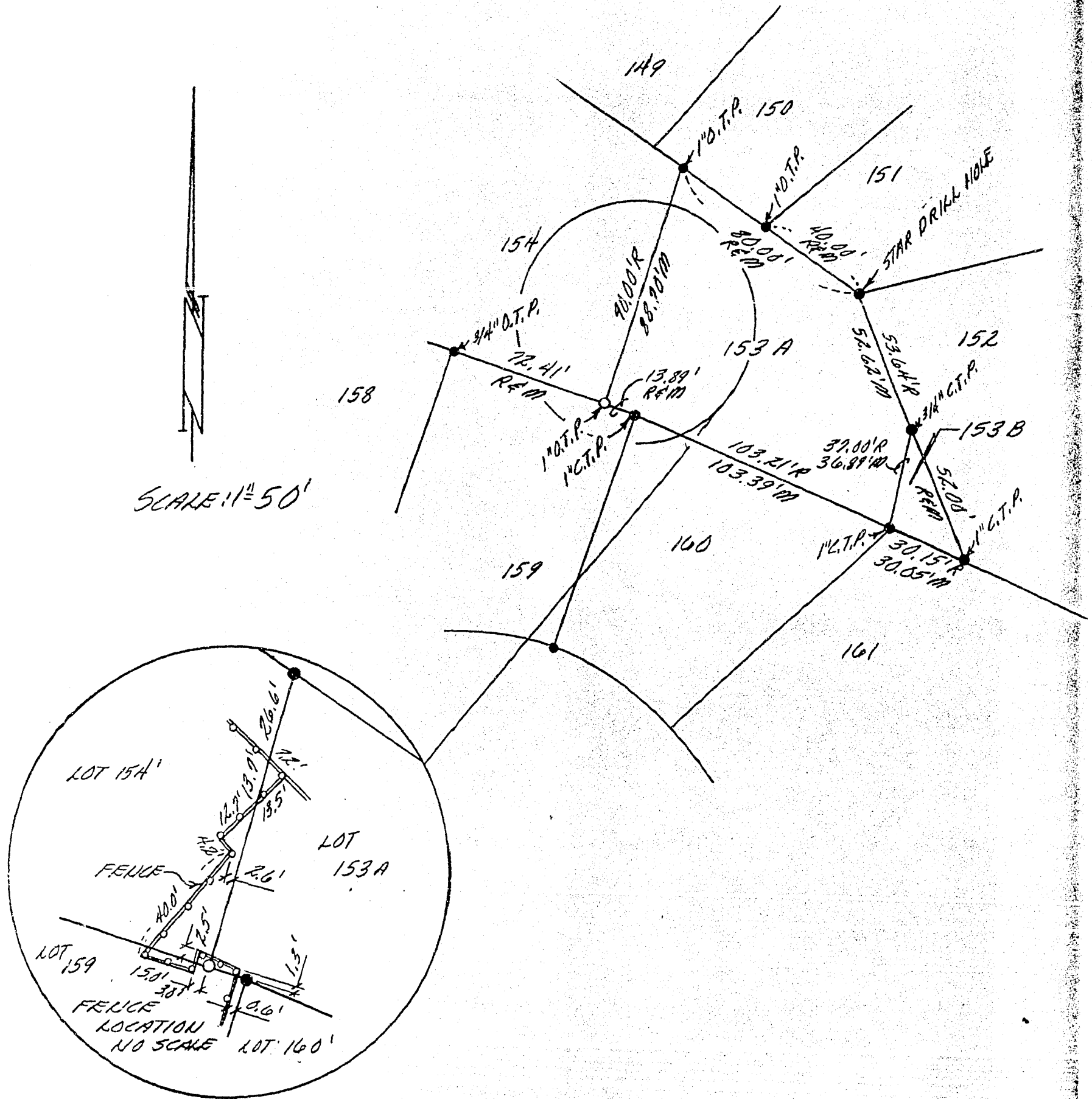
LAND SURVEYOR'S CERTIFICATE

93-09679 C

I hereby certify that this survey was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

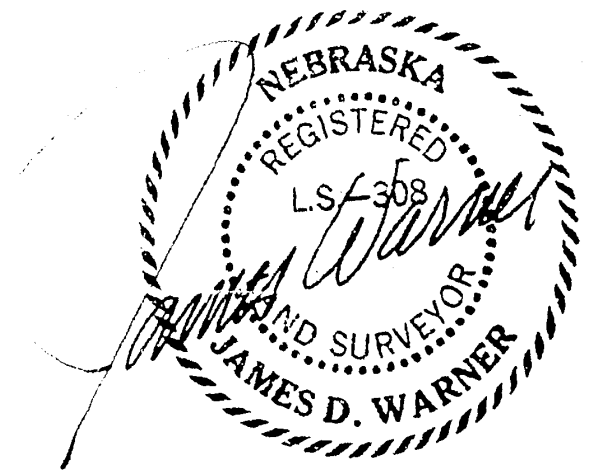
LEGAL DESCRIPTION

Lot 153A, Fontenelle Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.



ADDRESS: _____ BUILDING PERMIT NO. _____

Date: September 4, 1992 Reg. No. 308



- LEGEND**
- corners found ●
 - corners set ○
 - recorded distance R
 - measured distance M
 - computed distance or angle COMP.
 - grimped top pipe C.T.P.
 - open top pipe O.T.P.
 - set temporary point Δ

TD² FILE NO. 200-195-137

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