

RECORDER NOTE
Indexed in
Golden Addition
Replat I

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-41857

2003 JUL 29 11:25 AM

Sharon J. Newburg
REGISTER OF DEEDS

SM
Verify *SM*
D.E. *SM*
Proof *LM*
Fee \$ *21.00*
CK Cash Chg *CH*
4024 *\$5.00*

EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS EASEMENT AND ROAD MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this 25th day of July, 2003, by and between James A. Reinig and Christina A. Reinig, husband and wife, of Sarpy County Nebraska, hereinafter referred to as "Reinig", and Jay Samuelson and Amber Samuelson, of Sarpy County, Nebraska, husband and wife, hereinafter referred to as "Samuelson".

WHEREAS, Reinig is owner in fee simple of real estate described as Lot 2 of Replat 1 in Golden Addition, a subdivision in Sarpy County, Nebraska.

WHEREAS, Samuelson is owner in fee simple of real estate described as Lot 1 of Replat 1 in Golden Addition, a subdivision in Sarpy County, Nebraska.

WHEREAS, Lots 1 and 2 of Replat 1 of Golden Addition are adjoining parcels of real estate.

WHEREAS, Reinig, at their expense have previously maintained and rocked a roadway extending from the east Boundary of Charles Sloan driveway through Lot 1 of Replat 1 of Golden Addition, Sarpy, County, Nebraska.

WHEREAS, the parties hereby agree to enter into this Agreement providing that Samuelson grant an express easement over said roadway for the purpose of allowing ingress and egress from the respective parcels (Lot 1 and 2 of Replat 1 of Golden Addition to Charles Sloan driveway) and to create the obligation between the parties for the upkeep and maintenance of the road subject to this Agreement.

THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Samuelson hereby grants to Reinig**, an easement running with title to the land perpetually for the benefit of the parties to this Agreement, their heirs, successors, and assigns, over a strip of land fifty (50) feet in width across the southern boundary of Lot 1 of Replat 1 of Golden Addition, as surveyed, platted and recorded in the Sarpy County, Nebraska, for the purpose of granting an easement for the benefit of both Samuelson and Reinig. The easement is specifically "Redlined" over the southern fifty (50) feet of Lot 1 of Replat 1 of Golden Addition, as set forth on Exhibit '1' attached hereto and by reference made a part hereof.
2. **This Easement and Agreement may be released at any time by appropriate agreement for that purpose entered into between all owners of Lots 1 and 2, of Replat 1 of Golden Addition, as surveyed, platted and recorded in Sarpy County, Nebraska, duly**



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executed, acknowledged and filed for record in the Sarpy County, Nebraska, Register of Deed's Office.

3. **The parties hereto** agree to cooperate with one another in the maintenance and care of the roadway so that in inures to the benefit of all parties. All parties agree not to cause damage to the road in their respective views. The easement created shall be for the joint use of the parties hereto and for their heirs, successors, assigns, visitors, guests and invitees for ingress and egress purposes. No party hereby, nor their heirs, successors or assigns shall use or leave any vehicle, or anything else on said driveway so as to prevent the free and uninterrupted use of said driveway by any other party for the purpose for which this easement is created.
4. **Until such time** as Samuelson constructs their home to be located on Lot 1 of Replat 1 of Golden Addition, Reinig and its successors and assigns shall be solely responsible to pay the cost of upkeep to maintaining said roadway in reasonably good condition. In the alternative, either party shall have the ability to contract with third parties to maintain the roadway in good and reasonable condition so long as such party shall bear full responsibility to pay for any such improvements, upkeep and maintenance which that party contracts, and all such improvements, upkeep and maintenance will be performed in a workman like manner benefiting both parties to this agreement.
5. **Each party agrees** that each will not assume any liability for any party or person using said easement by business, invitation or otherwise, express or implied.
6. **This Agreement** shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, their heirs, successors and assigns, so long as any of said above lots is used for private residential purposes and until such time as the easement is released by appropriate agreement set forth in paragraph 2 above.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year set forth above.

B

J. Samuelson
Jay Samuelson
"Samuelson"

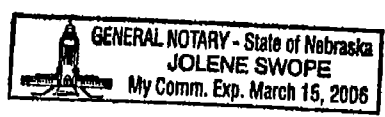
Amber Samuelson
Amber Samuelson
"Samuelson"

James A. Reinig
James A. Reinig
"Reinig"

Christina A. Reinig
Christina A. Reinig
"Reinig"

STATE OF NEBRASKA)
COUNTY OF Douglas)SS

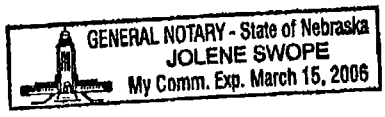
On this 25 day of July, 2003, before me, the undersigned notary public, personally appeared Jay Samuelson and Amber Samuelson, to me personally known to be the identical persons who subscribed their names to the above and foregoing Agreement and acknowledged the execution thereof to be their voluntary act and deed.



Jolene Swope
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas)SS

On this 25 day of July, 2003, before me, the undersigned notary public, personally appeared James A. Reinig and Christina A. Reinig, to me personally known to be the identical persons who subscribed their names to the above and foregoing Agreement and acknowledged the execution thereof to be their voluntary act and deed.



Jolene Swope
Notary Public

