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FILED

PERMANENT EASEMENT

1986 MAY 30 PM 3:42

CHARLOTTE L. PETERSEN
COUNTY CLERK
BLAIR, NEBR

We, Merle B. Wardell and Mary M. Wardell, husband and wife, hereinafter referred to as Grantors, in consideration of Ten Dollars (\$10.00) and other valuable consideration, hereby grant to David M. Wardell and Susan A. Wardell, husband and wife, their heirs and assigns, hereinafter referred to as Grantees, a permanent non-exclusive easement over a strip of land 25 feet in width, lying 12½ feet either side of the following described centerline:

Commencing at the North Quarter corner of Section Eight (8); thence South 89°50'36" East along the North line of the Northeast Quarter of said Section Eight (8), a distance of 171.70 feet to the point of beginning; thence North 27°13'37" West, a distance of 156.80 feet; thence North 35°13'37" West, a distance of 114.45 feet; thence West, a distance of 33.0 feet to a point on the West line of the Southeast Quarter of Section Five (5), Township Seventeen (17) North, Range Eleven (11) East of the 6th P.M. in Washington County, Nebraska, and being the point of termination, and all being in said Section Five (5).

That the Grantors further state that this permanent easement is for the purpose of ingress and egress to Tax Lot Seven (7) in Section Eight (8), Township Seventeen (17) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska, for the Grantees, their heirs and assigns, and that the easement is not a personal right but rather one that runs with the land.

That the Grantors covenant with the Grantees that they have fee title ownership to said easement property and there are no easements or covenants on said easement property which could

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interfere with the granting of the permanent easement.

This easement and its continued existence is subject to the condition that the owners, invitees, and guests of the benefited tract do not permit a nuisance or dumping or other behavior which may be considered unlawful or destructive in character on or along the easement.

It shall be the obligation of the owners of the benefited tract such as they may be to maintain and repair the easement way. In the event it is allowed to fall into disrepair, the Grantor of this easement or its successors may declare a reverter of the easement grant cancelling and voiding the easement.

The owners and leasees of the benefited tract, jointly and severally, shall indemnify and hold harmless the owners and lessees of the burdened tract, from and against any loss, claim, damage, injury and expense, including reasonable attorney's fees, related to or in any way growing out of the existence and/or use of this easement.

The easement shall be non-exclusive to the extent that the owners and lessees of the burdened tract reserve unto themselves the right to make any use they deem appropriate of the easement way, provided it is not inconsistent with its use by the benefited tract as an ingress and egress way and does not materially interfere with the maintenance and other obligations

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