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STATE OF NEBRASKA COUNTY OF WASHINGTON SS 1380
RECORD INDEX AND FILED FOR RECORD
OCT 19 1992
11:12 A.M. AND RECORDED IN BOOK
209
Charlotte & Debra Ann Jones
Carl O. Scott & Evelyn J. Scott
Michael G. Buker & Diane L. Buker
Peter J. Gunderson & Karla K. Gunderson

EASEMENT AGREEMENT

FILED

92 OCT 28 AM 11:12

CHARLOTTE L. JONES
BLAIR, NEBR.

This Easement Agreement dated this 9th day of October 1992, WITNESSETH:

WHEREAS, the undersigned, David R. Jones and Debra Ann Jones, husband and wife, are the owners of the following described real estate, to-wit: Lot 9, Block 1, Rolling Acres Subdivision in Washington County, Nebraska, and Tax Lot 19 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska, and

WHEREAS, the undersigned, Carl O. Scott and Evelyn J. Scott, husband and wife, are the owners of the following described real estate, to-wit: Tax Lot 48 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska, and

WHEREAS, the undersigned, Michael G. Buker and Diane L. Buker, husband and wife, are the owners of the following described real estate, to-wit: Tax Lot 47 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska, and

WHEREAS, the undersigned, Peter J. Gunderson and Karla K. Gunderson, husband and wife, are the owners of the following-described real estate, to-wit: Tax Lot 35 and Tax Lot 36 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska, and

WHEREAS, access to all of the real estate described hereinabove is obtained on, over and across a strip of land

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20' in width, the centerline of which is described on Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, all of the undersigned have agreed to provide for a perpetual easement for roadway purposes for themselves and all future owners of the real estate described hereinabove and to provide for the future maintenance thereof.

NOW THEREFOR, for valuable consideration, the receipt and sufficiency of which is herewith acknowledged, it is agreed by and between the undersigned as follows:

1. The undersigned herewith grant and convey to themselves and all future owners of the following described real estate, to-wit:

Lot 9, Block 1, Rolling Acres Subdivision in Washington County, Nebraska; Tax Lot 19 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska;

Tax Lot 48 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska;

Tax Lot 47 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska;

Tax Lot 35 and Tax Lot 36 in Section 3, Township 17 North, Range 12, East of the 6th P. M., Washington County, Nebraska,

a perpetual easement for roadway purposes, including the right of ingress and egress, on, over and across a strip of land 20' in width, the centerline of which is described on Exhibit "A" attached hereto and by this reference made a part hereof.

2. It is specifically agreed that the easement granted herein is perpetual, shall run with the land and shall automatically inure to the benefit of all future owners, their assigns and successors in title of the real estate described hereinabove without the necessity of the further specific assignment of this easement.

3. The undersigned agree that all costs of maintenance of the easement roadway established on the 20' strip, the centerline of which is described on Exhibit "A", shall be shared equally between the owners of the respective parcels of real estate described hereinabove, their assigns and successors in title. For purposes of this Agreement the term "maintenance" shall include the cost of placing and replacing rock on the roadway, necessary grading work and maintaining any road ditches along said roadway and, in general, any other expenses associated with the routine upkeep of the roadway.

4. It is understood and agreed that this easement supersedes and replaces a prior Easement Agreement recorded November 26, 1980 in Record Book 130, Pages 300-302 of the records of the County Clerk of Washington County, Nebraska, ex-officio Register of Deeds and to the extent that any of the terms and conditions of said prior Easement Agreement are inconsistent with this Easement Agreement, said inconsistent terms of the prior Easement Agreement shall be considered null and void.

This Easement Agreement dated the date and year first aforesaid shall be binding upon the heirs, assigns, and personal representatives of all parties hereto.

David R. Jones
DAVID R. JONES

Debra Ann Jones
DEBRA ANN JONES

Carl O. Scott
CARL O. SCOTT

Evelyn J. Scott
EVELYN J. SCOTT

Michael G. Buker
MICHAEL G. BUKER

Diane L. Buker
DIANE L. BUKER

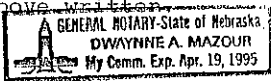
Peter J. Gunderson
PETER J. GUNDERSON

Karla K. Gunderson
KARLA K. GUNDERSON

STATE OF NEBRASKA)
Washington COUNTY) :ss:

On this 19 day of October, 1992, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came David R. Jones and Debra Ann Jones, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

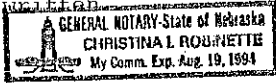


Dwyenne A. Mazour
NOTARY PUBLIC

STATE OF NEBRASKA)
) :ss:
Douglas COUNTY)

On this 17 day of October, 1992, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Carl O. Scott and Evelyn J. Scott, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

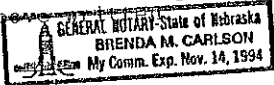


Christina L. Rounette
NOTARY PUBLIC

STATE OF NEBRASKA)
) :ss:
Seward COUNTY)

On this ___ day of October, 1992, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Michael G. Buker and Diane L. Buker, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

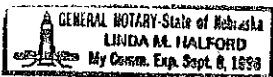


Brenda M. Carlson
NOTARY PUBLIC

STATE OF NEBRASKA)
) :ss:
Washington COUNTY)

On this 19 day of October, 1992, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Peter J. Gunderson and Karla K. Gunderson, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Linda M. Halford
NOTARY PUBLIC

EASEMENT DESCRIPTION: A STRIP OF LAND 20.0 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF TAX LOT 47 IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, AND ASSUMING THE EAST LINE OF SAID TAX LOT TO BEAR N 0°25'E, THENCE N 66°58'42"W ON THE NORTH LINE OF SAID TAX LOT A DISTANCE OF 105.78 FEET TO THE POINT OF BEGINNING; THENCE S 7°18'44"W A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A 285.49 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 172.55 FEET TO A POINT OF TANGENCY; THENCE S 27°19'E A DISTANCE OF 104.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A 198.60 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 112.86 FEET TO A POINT OF TANGENCY; THENCE S 5°14'34"W A DISTANCE OF 70.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A 43.97 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 45.46 FEET TO A POINT OF TANGENCY; THENCE S 53°59'51"E TO A POINT OF TERMINATION ON THE WESTERLY R.O.W. OF NORTH RIDGE ROAD IN ROLLING ACRES, A SUB-DIVISION IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST, WASHINGTON COUNTY, NEBRASKA.

EXHIBIT "A"