

36724

EASEMENT AGREEMENT

THIS AGREEMENT is entered into between Tabitha Foundation, a corporation (Grantor), and Tabitha New Community Home Owners Association, a corporation (Grantee).

THE PARTIES AGREE:

1. Tabitha Foundation, a corporation, (Grantor), in consideration of the sum of \$1.00 and other valuable consideration, grants to Tabitha New Community Home Owners Association, a corporation, (Grantee), an easement over the following described real estate:

Beginning at the NE corner of Section 1, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, thence S 90°00'00" W (assumed bearing) along the North line of Section 1, a total distance of 630.22'; thence S 6°44'35" E a total distance of 194.97'; thence S 41°15'25" W a total distance of 272.00'; thence S 8°00'25" W a total distance of 542.31'; thence S 25°00'25" W a total distance of 165.00'; thence S 2°43'10" E a total distance of 207.78'; thence N 88°55'52" W a total distance of 190.39'; thence N 3°05'30" E a total distance of 380.00'; thence N 72°10'49" E a total distance of 180.00'; thence N 6°42'16" E a total distance of 860.00'; thence N 90°00'00" E along the North line of Section 1, a total distance of 190.00' to the point of beginning, (Property)

to use for recreational purposes.

2. Grantee may construct improvements and recreational facilities on the property and shall maintain the property, including any such improvements and facilities and the existing water retention structures, during the term of this Agreement.

3. Grantor shall pay all taxes levied against the property during the term of this Agreement.

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4. The term of this Agreement shall be ten years, commencing on the 1st day of July, 1986. The term of this Agreement shall be automatically renewed, for successive terms of five years each, unless either party gives written notice of the termination of this Agreement not less than six months prior to the expiration of the term of this Agreement, or any renewal term.

5. If grantor fails to renew this agreement, then:

- (a) Grantor shall reimburse Grantee for a proportion of the cost of any improvements to the property specifically authorized by the Grantor, in writing, during the term of this Agreement. The portion of the cost to be paid by the Grantor shall be equal to the ratio which the number of years of use of such improvements by the Grantee bears to the number 20, times the cost.
- (b) Grantee may remove any recreational facilities constructed on the property, repairing any damage to the property from such removal.

6. This Agreement shall bind the successors in interest of the parties.

DATED July 17, 1986.

TABITHA FOUNDATION,
A Corporation,

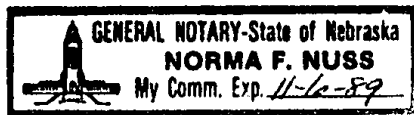
By: 

TABITHA NEW COMMUNITY HOME
OWNERS ASSOCIATION,
A Corporation,

By: 

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of July, 1986, by A.W. Sward, of Tabitha Foundation, a Nebraska corporation, on behalf of the corporation.



Norma F. Nuss
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9 day of Oct, 1986, by DETTA J. HARDING, PRESIDENT of Tabitha New Community Home Owners Association, a Nebraska corporation, on behalf of the corporation.

Nancy L. Cross
Notary Public

(D35:15)

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696. Misc
AFB

LANCASTER COUNTY, NEBR.

Dan Gallo
REGISTER OF DEEDS

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ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 86- 36724

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\$15.50

127 Pd
CASH

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Rec # 598