

EASEMENT

This Easement is granted on this 4<sup>th</sup> day of March, 1985, by Melvin Thomas and Mary E. Thomas, husband and wife (collectively referred to as "Grantor") to Farmers Bank, Prairie Home, Nebraska (hereafter referred to as "Grantee"), its successors and assigns.

WHEREAS, Grantee is purchasing certain real property from Grantor, more particularly described as follow (hereafter referred to as the "Dominant Estate"):

Lots 8, 10, 11, 21, 24A, 26, 27A, 30, 31, 33, 45, 46, 47, 53, 55, 59, 63, 71, 87, 90, 93, 94, 95, 97, 98, 100, 101, 102, 103, 105, 106, 108, 110, 111 and 112, Thomas Lake Subdivision, a subdivision in Saunders County, Nebraska, as surveyed, platted and recorded.



SAUNDERS CO. NEBRASKA  
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WHEREAS, Grantor understands that Grantee intends to reconvey the Dominant Estate to various individuals, and that Grantee, and such successors of Grantee, are in need of having access to the Dominant Estate and are desirous of having access to and use of Other Common Areas in Thomas Lake Subdivision, together with certain limited fishing rights with respect to the property known as the "North Lake," all as more particularly described in paragraphs 1, 3 and 4, below; and

WHEREAS, Grantor is willing to permit such access and use subject to the terms of this Easement agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, Grantor grants the following interests and rights to the parties and upon the conditions as hereafter stated:

1. Road Use. Grantor grants to Grantee, and to Grantee's successors and assigns, an easement for access upon all of the road areas as set forth on the plat of Thomas Lake Subdivision, Lots 1 through 112 (sometimes also referred to as the "Thomas Lake Plat"), filed on or about October 6, 1977 with the Register of Deeds for Saunders County in Book 2, Page 359 of the Book of Plats (hereafter called the "Road Area"), so that Grantee and its successors, and the employees, agents or invitees of such successors, may have access to and from the Dominant Estate by motor or other vehicle or on foot. Grantor reserves the right to alter the precise location of the roadways in the Road Area or to change the size or surface thereof as Grantor may, in Grantor's sole discretion, elect. This Easement shall not be exclusive and Grantor, Grantor's heirs, assigns (including, but not limited to, the operators of a sand and gravel operation to the North), other residents and landowners or tenants of any portion of the entire property shown on said Thomas Lake Plat dated October 6, 1977, and residents, landowners and tenants of the lots in Thomas Lake First Addition, together with their families, employees, agents and invitees, shall also have the right to utilize the Road Area. This Easement shall be for the purpose of access and travel only, and Grantee and the above-described successors and other parties shall not be entitled to use the Road Area for any other purpose.

2. Maintenance. Grantor shall have no obligation to maintain the road and lake area described above in useable condition, since this obligation has been assumed by the Thomas Lake Cabin Owners Association. The nature and extent of any repairs or replacements of the road and lake shall rest in the sole discretion of the Thomas Lake Cabin Owners Association.

Existing leases between Grantor herein (as Lessor) and Lessees of lots in Thomas Lake Subdivision (including the lessees of the properties being conveyed herein) provide for the sharing between Lessor (at 50%) and said lessees or cabin owners (at 50%) of the cost of replacement of any roadway destroyed by severe

flooding or other acts of God, or of the construction of sewage treatment facilities mandated by any government agency and agreed upon by a majority of the cabin owners. It is a condition of the right of any fee title holder of each lot conveyed herein (or any family member, guest or invitee of such fee title holder) to have access over or the use of any of the Common Areas described herein that such fee title holder pay a pro-rata share of the 50% portion of the cost of such construction in the same manner as if such party remained a Lessee and subject to the present lease provisions, and further, that such fee title holder indemnify Grantor for a pro-rata share of the reasonable cost of any obligation incurred by Grantor (pursuant to the provisions of the lease agreements with the remaining Lessees) with respect to the remaining 50% cost of such construction. The proration shall be on a basis of a ratio of one to the total number of lots participating in the cost of construction.

3. Other ommon Areas. Grantee, its successors and the members of such successors' immediate family and guests of such successors shall have access to and the right to utilize all Other Common Areas for recreational purposes. For purposes of this Easement, "Other common areas" shall mean and include the lakes, the boat ramp and the "beach areas" contained in Thomas Lake Subdivision. The "beach areas" shall mean and include all beaches between the lakes and any lot lines fronting on the lakes, together with the area lying northeasterly of the northeasterly lot line of Lot 41, southwesterly of the northeasterly lot line of Lot 112 extended (to the southeast) and bounded on the southeast by the Platte River and on the northwest by the northeasterly line of the existing road (as said line may exist from time to time), as well as the area between the lake and the lake side of the road between Lots 40 and 78, 63, and 21 and 90 and 112. The term "Common Areas" shall mean and include all of the foregoing, together with the road areas described in paragraph 1 above.

Said right of use and access shall not be exclusive and Grantor and other residents and tenants of the lots in said Thomas Lake Plat, as well as Tomas Lake First Addition, together with the families and guests of such parties, shall have the same rights of use and access. The use of such Common Areas shall be governed by the Restrictive Covenants and Amendment thereto recorded in Book 16 at Page 703 and Book 17 at Page 642, respectively, of the Miscellaneous Records in the Office of the Register of Deeds of Saunders County, together with the rules and regulations of the Thomas Lake Cabin Owners Association. The use of motorized vehicles of any kind on the beach areas, or the cutting down of trees from any of the Common Areas is strictly prohibited. Grantee, its successors and all other parties granted access to and the use of the Common Areas under this Easement shall, as a condition of such rights of access and use, and of this Easement, abide by said covenants, rules and regulations, which shall run with the land. Grantor, for the benefit of Grantor and Grantor's successors, reserves the right to build structures upon, remove sand or earth from or otherwise alter the lake, common beach and boat ramp in grantor's sole discretion.

4. North Lake. Grantee, its successors and the members of such successors' immediate families and guests of such successors shall have access to and the right to the use of the "North Lake" (as hereafter defined) for fishing purposes only. For purposes hereof, the "North Lake" is that lake located northwest of the lots in Thomas Lake Subdivision and surrounding Thomas Lake First Addition Replat as set forth in Book 3, Page 411 of the Book of Plats, Office of the Register of Deeds of Saunders County, Nebraska. Fishing boats shall be permitted, but shall not be equipped with motors greater than ten (10) horsepower. There shall be no swimming in the North Lake by Grantee, its successors, their families or guests.

Grantor is developing the North Lake, and the future cabin owners of said North Lake are expected to adopt reasonable rules and regulations governing the use of said North Lake, similar to those currently in effect for Thomas Lake. Interim rules may be adopted by Grantor, or by Grantor and the Thomas Lake Cabin Owners Association, until such time as the North Lake cabin owners have

adopted such rules and regulations. The rights granted under this paragraph 4 are conditioned upon Grantee, its successors and the other benefited parties abiding by such rules and regulations. There are gravel leases and easement agreements in effect between Grantor and Lyman-Richey Sand and Gravel Corporation. As a result of the aforesaid agreements, Grantor cannot grant to nor assure Grantee of unrestricted access to the North Lake, nor can Grantor assure or guarantee that Lyman-Richey may not use the North Lake and/or adjacent areas allowed under said agreements. As a condition of the rights granted under this paragraph 4, Grantee and the other parties benefited thereby shall refrain from interfering with the use of the railroad track by Lyman-Richey or the drive located to the west of the lots in Thomas Lake Subdivision and, in the event that use is made by Lyman-Richey of the North Lake or the aforesaid adjacent area, shall not interfere with said operation or agreements. It is a further condition of the rights granted hereunder that Grantee and the other benefited parties shall do nothing that would violate the lease or easement agreement which is now in full force and effect between Grantor and Lyman-Richey.

Grantee and the other parties benefited hereby shall enter into the North Lake area only by using the road that Grantor is now constructing, which road is marked as "South Shore Drive". Vehicles will proceed to the "green area" located between Lot 6 of Thomas Lake First Addition Replat and the proposed Lot 7 to the northeast, where boats may be unloaded. Said vehicles will then be turned around and driven out of the North Lake Area. No vehicle of Grantee, its successors or the other parties benefited herein, shall be parked along the "South Shore Drive" or in the North Lake Area. The rights and benefits granted hereunder are conditioned upon observation by Grantee, its successors and the other benefited parties, of the foregoing access and parking provisions.

5. Duration. This Easement shall run with the land and shall be binding upon the parties hereto and all parties claiming through said parties, and for the benefit and limitation of all future owners of the Dominant Estate and of the subservient estate.

6. Maintenance Fees. As a condition of the rights of access over and use of the Common Areas, Grantee, (or Grantee's successor or assigns) shall pay to the Thomas Lake Cabin Owners Association an annual maintenance fee as specified by duly authorized resolution of the Thomas Lake Cabin Owners Association.

Signed on the date and year named above.

Melvin Thomas.  
Melvin Thomas, Grantor

Mary E. Thomas  
Mary E. Thomas, Grantor

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF SAUNDERS        )

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> day of March, 1985, by Melvin Thomas and Mary E. Thomas, husband and wife, Grantor.

David N. Lutton  
Notary Public

