

STATE OF NEBRASKA, COUNTY OF KEYA PAHA.

Filed for record and entered in Numerical Index on Sept 26, 2003, at 1:40 o'clock P.M. and recorded in Miscellaneous Record 11, Page 392.

Karen Hallock
County or Deputy County Clerk

EASEMENT AGREEMENT

Gary E. Ludemann and Cristy Lee Ludemann, husband and wife, Grantors, in consideration of \$1.00 and other valuable consideration to be derived hereby, do hereby grant to Pam Munk, hereinafter referred to as Grantee, a nonexclusive easement and right-of-way for ingress and egress by the Grantee and Grantee's successors in title and their invitees and licensees over and across the existing trail road on a portion of the following described real estate owned by Grantor, to-wit:

Township 32 North, Range 20, West of the 6th P.M. in Keya Paha County, Nebraska
Section 5: E $\frac{1}{2}$

which is the servient tenement and is in favor of the real estate owned by the Grantee, which real estate is described as follows, to-wit:

Township 32 North, Range 20, West of the 6th P.M. in Keya Paha County, Nebraska
Section 9: E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 10: W $\frac{1}{2}$ SW $\frac{1}{4}$

which real estate shall be the dominant tenement.

The easement and right-of-way granted by this instrument covers a strip of real property approximately 20 feet in width across the Grantor's above described real property along the currently existing trail road that exists across the servient tenement. Nothing herein shall be deemed a conveyance by Grantor to Grantee of any interest or a license in any real property other than the easement over Grantor's real property described herein.

The trail road easement provided herein may not be improved by the Grantee, but shall continue to exist in its present form as a trail road for the benefit of the Grantee, and Grantee's successors in title and their licensees and invitees. Grantee may perform routine maintenance of the trail road in the easement area, such as filling in holes, mowing and routine snow removal to keep the trail road passable to the extent it currently is passable, but may not otherwise improve, grade or alter the form of the trail road, without the written consent of the Grantor or Grantor's successors in title. The easement granted herein shall include the right to perform such routine maintenance. Grantor shall have no obligation to maintain the trail road in the easement area. Provided that Grantee is in compliance with the terms of this easement, Grantor shall not take any action to impede Grantee's use and enjoyment of the easement. All vehicles, animals and persons using this trail road must stay on the trail road. The easement granted herein does not include any right to deviate from the trail road. Grantee and Grantee's successors in title and their invitees shall be expressly prohibited from any activity on Grantor's property except use of the trail road for ingress and egress as provided herein.

If either party desires at anytime to obtain a survey of the easement granted herein, such party may do so at such party's expense.

This easement and the terms and conditions contained shall be a permanent easement which shall run with the land and be binding upon the Grantor and the Grantee, and their respective heirs, successors and assigns and any subsequent owners of the real estate described herein.

IN WITNESS WHEREOF, this Easement Agreement is executed on the dates as set forth in acknowledgements below.

Gary E. Ludemann
Gary E. Ludemann

Cristy Lee Ludemann
Cristy Lee Ludemann

Pam Munk
Pam Munk

Tom Munk, spouse of Grantee
Tom Munk, spouse of Grantee

STATE OF NEBRASKA)
COUNTY OF Keya Paha) ss.

Acknowledged before me this 7 day of August 2003 by Gary E. Ludemann and Cristy Lee Ludemann, husband and wife.



Susan K. Swim
Notary Public County Clerk

STATE OF NEBRASKA)
COUNTY OF Keya Paha) ss.

Acknowledged before me this 16th day of ~~August~~ September 2003 by Pam Munk and Tom Munk, husband and wife.



Susan K. Swim
Notary Public