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Fee \$52.00  
Register of Deeds Laura Pohlmeier

## **SHARED DRIVEWAY EASEMENT DECLARATION, WATERLINE EASEMENT AND AGREEMENT**

This **Shared Driveway Easement Declaration, Waterline Easement and Agreement** ("Agreement"), is declared and entered into and made effective this 24 day of February, 2025, by and among F&M Lepert, Inc., a Nebraska corporation, ("F&M") and all future owners of the Lots described below (altogether, "The Parties" or "Owners"; individually, an "Owner").

### **RECITALS**

WHEREAS, F&M Lepert, Inc. is currently the fee owner of the real property of Lots 1, 2 and 3 depicted and legally described on **Exhibit A** attached hereto;

WHEREAS, Lots 1, 2 and 3 will altogether be referenced herein as "The Lots"; and

WHEREAS, there presently exists a driveway, crossing portions of The Lots, and which serves as access for ingress and egress to The Lots to 24<sup>th</sup> Avenue, as depicted on **Exhibit A** and described and referenced on **Exhibit B**; and

WHEREAS, F&M is preparing to sell the Lots and because there could be up to three (3) different owners of the Lots, the Owner wishes to create and memorialize this access driveway, declare it, describe it, and clarify terms of use and maintenance for themselves, their successors and/or assigns; and

WHEREAS, F&M desires to establish a permanent easement over part of Lot 1 and part of Lot 2 to enable the current and future owners of Lot 3 to use for ingress and egress and waterline purposes to and from Lot 3 to the existing road named 24<sup>th</sup> Avenue; and

WHEREAS, F&M desires to establish a permanent easement over part of Lot 1 to enable the current and future owners of Lot 2 to use for ingress and egress and waterline purposes to and from Lot 2 to the existing road named 24<sup>th</sup> Avenue; and

WHEREAS, F&M desires these terms and conditions will run with the land and bind such subsequent parties; and

WHEREAS, no prior written agreement exists which memorializes the driveway and waterline usage and maintenance by the Lots; and

WHEREAS, F&M has determined that the terms and conditions of this Agreement are necessary and now memorialize them in this shared Driveway Easement Declaration, Waterline Easement And Agreement, as described and confined in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

**Grant of Easement.**

1. F&M , current owner of Lot 1, hereby declares, grants and conveys to owners of Lots 2 and 3, a perpetual, non-exclusive 50-foot-wide easement on the north part of Lot 1 for ingress and egress over, across, and upon the easement area as depicted on **Exhibit A** (labeled on Exhibit "Ingress & Egress Easement").
2. F&M, current owner of Lot 2, hereby declares, grants and conveys to the owner of Lot 3, a perpetual, non-exclusive 50-foot-wide easement on the north part of Lot 2 for ingress and egress over, across, and upon the easement area as depicted on **Exhibit A** (labeled on Exhibit "Ingress & Egress Easement").

(The real property subject to the foregoing easements shall be collectively referred to collectively as the "**Driveway Easement Area**").

3. F&M states there is an existing gravel driveway in the Driveway Easement Area as depicted on **Exhibit A**. The easement's scope represents those portions now traveled as of the date of this Agreement as shown on Exhibit A ("**Driveway Easement Area**").
4. **Use of Driveway Easement Area.** F&M, its respective successors, assigns, and lessees shall only use the Easement Area for the purpose of providing vehicular and pedestrian ingress and egress over and across the Driveway Easement Area to and from their respective Lots (Lot 1 and Lot 2) and no one shall (i) park or store any vehicles or other personal property in or on the Driveway Easement Area, (ii) erect any structures in or on the Driveway Easement Area,

(iii) plant any vegetation, including but not limited to trees or shrubs, in or on the Driveway Easement Area, or (iv) engage in any other activity which would unreasonably interfere with the use and enjoyment of the Driveway Easement Area by the parties hereto, and their successors, assigns, and lessees.

5. **Grant of Water Line Easement.** In addition to the Driveway Easement, the Parties hereby agree as follows:

- a. F&M, current owner of Lot 1, hereby declares, grants and conveys to owners of Lot 3 and Lot 2, a perpetual, non-exclusive 10-foot-wide easement on the north part of Lot 1 for a Waterline Easement under and across, and upon the easement area as depicted on **Exhibit A** (labeled on Exhibit "Waterline Easement").
  - b. F&M, current owner of Lot 2, hereby declares, grants and conveys to the owner of Lot 3, a perpetual, non-exclusive 10-foot-wide easement on the north part of Lot 2 for a Waterline Easement under and across, and upon the easement area as depicted on **Exhibit A** (labeled on Exhibit "Waterline Easement") and described and referenced on **Exhibit C** ("Waterline Easement Area").
  - c. F&M and its respective successors, assigns, and lessees shall only use the Waterline Easement Area for the waterline purposes and no one shall (i) dig or erect any structures in or on the Waterline Easement Area, or (iii) engage in any other activity which would damage or unreasonably interfere with the use of the Waterline Easement Area by the parties hereto, and their successors, assigns, and lessees.
6. The Parties, for themselves, their successors and/or assigns, grant and declare a shared driveway easement over the Driveway Easement Area and Waterline Easement and the easements, conditions, and covenants contained herein are intended to be perpetual and binding and run with the land for the Lots.
7. The Owners of all three lots shall share in the cost and responsibility of maintenance of the Driveway Easement Area as follows, including driveway grading, when reasonably necessary, to be maintained in reasonably similar condition to the present state of the driveway and adjoining public gravel roads, but in no case requiring paving of the Driveway Easement Area; provision of gravel or other materials, but only when reasonably necessary; and snow-plowing, but only if no Lot Owner or other person has performed snowplowing within 48 hours of a snowfall event exceeding six (6) inches:
- a. The Owner of Lot 3 is solely responsible for the entire maintenance of the driveway located entirely on Lot 3;
  - b. The Owners of Lot 3 and Lot 2 will share equally the cost and responsibility of maintenance of the Driveway Easement Area located on Lot 2; and
  - c. The Owners of Lot 3, Lot 2, and Lot 1 will share equally the cost and responsibility of maintenance of the Driveway Easement Area located on Lot 1.

- d. If any of the Owners of Lots 1, 2, or 3 subdivide their property, and providing that such subdivisions is duly approve by the applicable governing authorities, the additional owners shall then share in the cost and responsibility of maintenance of the Driveway Easement.
8. If any Owner of any of the Lots 1, 2 or 3, or their respective agents, guests, contractors, vendors, and/or invitees cause damage to the Driveway Easement Area or the Waterline Easement Area, the Owner responsible for such damage agrees to promptly repair such damage at their sole cost.
9. In the event of any dispute under or in connection with this Agreement, including by examples only, payment obligations, or interpretation of this Agreement, the Parties agree to submit the matter first to mediation by a mutually agreed to neutral mediator; then to binding arbitration under the rules of the American Arbitration Association, and further agree that the prevailing or substantially prevailing party may recover some or all of that party's reasonable attorney's fees, together with costs, expenses and disbursements, including any arbitration filing fees, at the discretion of the arbitrator.
10. **Indemnification.** The Parties, and their successors and/or assigns, and as a covenant to run with the land, hereby indemnify, defend and hold each of the other current and past owners of Lot 1, Lot 2, and Lot 3, their agents, guests, contractors, vendors and/or invitees, harmless from suit, liability, loss, claims, damages, penalties, fines, costs and expenses, including attorney's fees and costs, for any and all injury to persons or damage to property, arising from, based on, or related to the use of the Driveway Easement or Waterline Easement by the other owners of the Lots and those owners' agents, guests, invitees, successors and assigns including a suit or claim raised by any of the Owners, their successors and/or assigns, or its agents, guests, contractors, vendors and/or invitees.
11. **Attorney's Fees.** A party defaulting under this Agreement shall pay the reasonable attorney's fees and court costs incurred by the non-defaulting parties to enforce its/their rights regarding such default.
12. **Miscellaneous Governing Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. The covenants contained herein shall run with the land. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska. No failure on the part of a party to this Agreement to exercise, and no delay in exercising, any rights contained in the Agreement shall operate as a waiver of such rights, nor shall any single or partial exercise of any rights hereunder preclude any other or further exercise of such rights or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any other remedy provided by law or equity. All terms and words used in this Agreement shall be construed to include any other number and any other gender as the context or sense of this Agreement or of any paragraph of this Agreement may require as if such terms or words had been fully and properly written in the appropriate number and gender. Any

exhibits to this Agreement are a part of this Agreement. Captions are provided for convenience and ease of reference only and do not affect or modify the terms of any of the provisions of this Agreement. All of the provisions of this Agreement are separable, so if any provision of this Agreement is held to be ineffective by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless the invalidated provision is so fundamental to this Agreement that the remaining provisions do not reflect the parties' intent. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior Agreements and understanding between the parties with respect to the same. The terms of this Agreement have been cooperatively negotiated by and among the parties hereto, and this Agreement shall not be construed against any party hereto as its author. This Agreement may be modified only by a written instrument executed by all parties hereto. Time is of the essence for each and every term of this Agreement. This document may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Each person executing this Agreement on behalf of a corporation, partnership, or other entity represents and warrants to the other parties hereto that such person has authority to sign on behalf of such partnership, corporation, or other entity and thereby bind such corporation, partnership, or other entity to this Agreement.

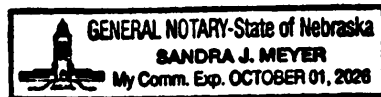
**IN WITNESS HEREOF**, the undersigned, as the current fee owner of Lots 1, 2, and 3 has executed this Agreement on this \_\_\_\_ day of February, 2025.

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF CASS         )

F & M LEPERT, INC.

By: John F. Lepert President  
John F. Lepert  
Its: President

The foregoing instrument was acknowledged before me on March 31, 2025, by John F. Lepert, as President of F & M Lepert, Inc.

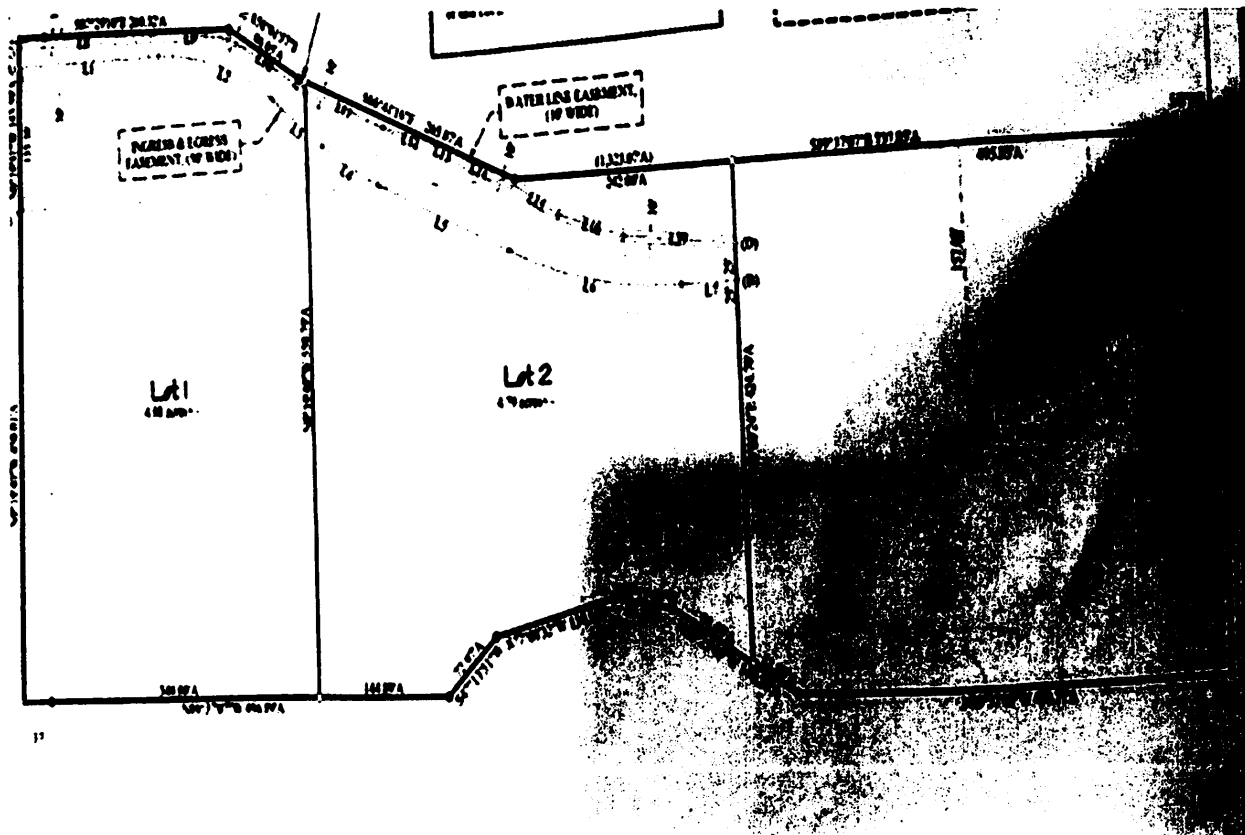


Sandra J. Meyer  
Notary Public

Return to:

John F. Lepert, President  
F&M Lepert, Inc.  
2700 Ash Road  
Plattsmouth, NE 68048

EXHIBIT A  
"Lot Depictions Showing Easements"



**EXHIBIT B**  
**"Driveway Easement"**

Ingress & Egress Easement, (50' wide), over and across Lots 1 and 2, Lepert Addition:

Alignment of existing gravel access road.....

Alignment A to B:

Beginning at a point 135.36' North of the W1/4 Corner and on the West line of the NW1/4 of Section 32-T12N-R14E, (Point (A)); thence

L1: S89°07'31"E 175.81'A;

L2: Radius = 217.23'

Arc Length = 144.43'A

Chord Length = 141.79'A

Chord Bearing = S70°04'47"E;

L3: S51°01'53"E 72.88'A;

L4: Radius = 316.70'

Arc Length = 74.64'A

Chord Length = 74.46'A

Chord Bearing = S58°42'28"E;

L5: S65°25'47"E 162.30'A;

L6: Radius = 450.66'

Arc Length = 196.81'A

Chord Length = 195.25'A

Chord Bearing = S77°56'31"E;

L7: N89°32'45"E 59.69' to Terminus Point on the East line of Lot 2, Lepert Addition (Point (B)), being 102.44' South of the NE Corner of said Lot 2.

**EXHIBIT C**  
**"Water Line Easement"**

Water Line Easement, (10' wide), over and across Lots 1, 2 and 3, Lepert Addition:

Alignment of existing water pipe.....

Alignment C to D:

Beginning at a point 4' South of the NW Corner of Lepert Addition and on the West line of the NW1/4 of Section 32-T12N-R14E, (Point (C)); thence

L8: S87°34'56"E 166.77'A

L9: S85°30'02"E 93.44'A

L10: S57°55'31"E 92.28'A

L11: S65°39'17"E 109.00'A

L12: S73°23'02"E 61.07'A

L13: S65°43'38"E 24.93'A

L14: S63°48'32"E 72.66'A

L15: S58°34'47"E 57.91'A

L16: S72°22'39"E 75.84'A

L17: S83°22'42"E 123.08'A to the Terminus Point on the East line of Lot 2, Lepert Addition (Point (D)), being 70.32' South of the NE Corner of said Lot 2.