

EASEMENT

THIS EASEMENT AGREEMENT, made on the 22nd day of May, 1974, between Joseph Skudlarek and Philomena Skudlarek, husband and wife, hereinafter called GRANTORS, and J. & J. REALTY CO., a co-partnership, hereinafter called GRANTEE.

WITNESSETH:

1. The Grantors in consideration of the sum of Ten Dollars and other valuable consideration, to them in hand paid by the Grantees, the receipt of which is hereby acknowledged, the Grantors being the owners of land hereinafter described as being a part of Tax Lot 8 in Section 32, Township 15 North, Range 13 East of the 6th P.M. in Douglas County, Nebraska, do hereby give, grant, sell and convey unto Grantees, their heirs, devisees, successors and assigns, permanent easements, over, on and under an area in the above described land in Douglas County, Nebraska, being more particularly described as follows:

- (a) A permanent easement 10 feet in width in Tax Lot 8 of Section 32, Township 15 North, Range 13 East of the 6th P.M. in Douglas County, Nebraska, being 5 Feet each side of the following described line:

Beginning at a point 224.7 Feet East and 123 Feet South of the Center of said Section 32; thence Southwesterly 5 Feet; thence Westerly 10° 21' right, a distance of 95 Feet; thence Northwesterly 47° 00', a distance of 30 Feet to the Easterly right-of-way Line of Interstate 80,

and

- (b) A permanent easement in Tax Lot 8 of Section 32, Township 15 North, Range 13 East of the 6th P.M. in Douglas County, Nebraska, described as follows:

Beginning at a point 101.8 Feet East and 50 Feet South of the Center of said Section 32; thence East 4 Feet; thence South 4 Feet; thence West 4 Feet; thence North 4 Feet to the point of beginning.

2. The scope and purpose of the permanent easement set forth in (a) above is for the repair, maintenance, replacement and renewal of a sanitary sewer and the transmission through said sewer pipeline of sanitary sewage from building now located on Grantee's property adjoining the property of Grantors and immediately east thereof.

3. The scope and purpose of the permanent easement set forth in (b) above is for the construction, erection and maintenance of one pylon sign the size, height, design and appearance of which has been approved in writing by the Grantors of this easement. Once the sign has been erected any cessation of use of the easement for the purposes above set forth shall constitute an abandonment of the easement way and all such rights shall revert to the Grantors.

4. Said permanent easements are granted upon the express condition that if any changes, repairs or alterations are necessary at any time, or if any portion of said sewer needs to be reconstructed the Grantee will make good to the Grantors, or to their heirs, successors or assigns any and all damage to Grantors' property occasioned by reason of the repair, changes, alterations or reconstruction.

5. The Grantors do hereby covenant with Grantee, its successors and assigns, that they are well seized in fee of the premises above described, that they have the right to grant the permanent easements aforesaid and they will and their heirs, devisees and personal representatives shall warrant and defend these

easements to the said Grantee and its assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantors have set their hands the day and year first above written.

x Joseph Studdard

x Phyllis Studdard

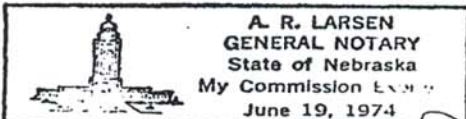
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of May, 1974, before me a Notary Public in and for said County, personally came the above named:

Joseph Studdard and Phyllis Studdard, husband and wife

who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



My Commission Expires June 19, 1974

A. R. Larsen
Notary Public

34

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

22 DAY OF May, 19 74 AT 2:53 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

6.25