

EASEMENT AGREEMENT

This Agreement, made and entered into this 26 day of April, 1962, by and between Joseph Steyskal and Josephine A. Steyskal, husband and wife, hereinafter called "Grantor" whether one or more, and SANITARY AND IMPROVEMENT DISTRICT NO. 85 of DOUGLAS COUNTY, NEBRASKA, hereinafter sometimes called "Grantee";

WITNESSES THAT:

For and in consideration of the sum of one dollar and other value considered (\$1.00) in hand paid, the receipt of which is hereby acknowledged, the Grantor hereby grants to SANITARY AND IMPROVEMENT DISTRICT NO. 85 of DOUGLAS COUNTY, NEBRASKA, its successors and assigns, the right to lay, maintain, operate, re-lay and remove at any time, a Sanitary Sewer Pipeline, on, over, under and through certain lands situate in the County of Douglas, State of Nebraska, to-wit:

That part of the Northeast 1/4 of Section 3, Township 14 North, Range 12 East of the 6th P.M., bounded and described as follows, to-wit:

Beginning at a point 33 feet South of the Northeast corner of the Northeast 1/4 of Section 3, Township 14 North, Range 12, East of the 6th P.M., and running thence West to the West line of the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 14 North, Range 12, East of the 6th P.M., thence South 1028-202/250 feet, thence East to the East line of Section 3, thence North to point of beginning, containing 32 acres more or less,

as more particularly described and delineated on Exhibit A which is attached hereto and by reference specifically made a part hereof.

TO HAVE AND TO HOLD unto SANITARY AND IMPROVEMENT DISTRICT NO. 85 of DOUGLAS COUNTY, NEBRASKA, its successors and assigns, so long as said Sanitary Sewer Pipeline, and appurtenances thereto, shall be maintained, together with the right of ingress to, and egress from, said premises for the purpose of constructing, inspecting, or repairing, maintaining or replacing the property of the Grantee located thereon or the removal thereof, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor of the right to use and enjoy said premises,

subject only to the right of the Grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, it is understood: That the Grantee will bury said Sanitary Sewer Pipeline laid upon said ground to a sufficient depth so as not to interfere with the cultivation of the soil.

The Grantor, for himself, his heirs, administrators, executors and assigns does confirm with the Grantee that he is well seized in fee of said premises, that he has the right to grant and convey this easement in the manner and form aforesaid and that he will, and his heirs, executors, administrators and assigns shall warrant and defend this easement to the Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has set his hand and seal as of the date first above written.

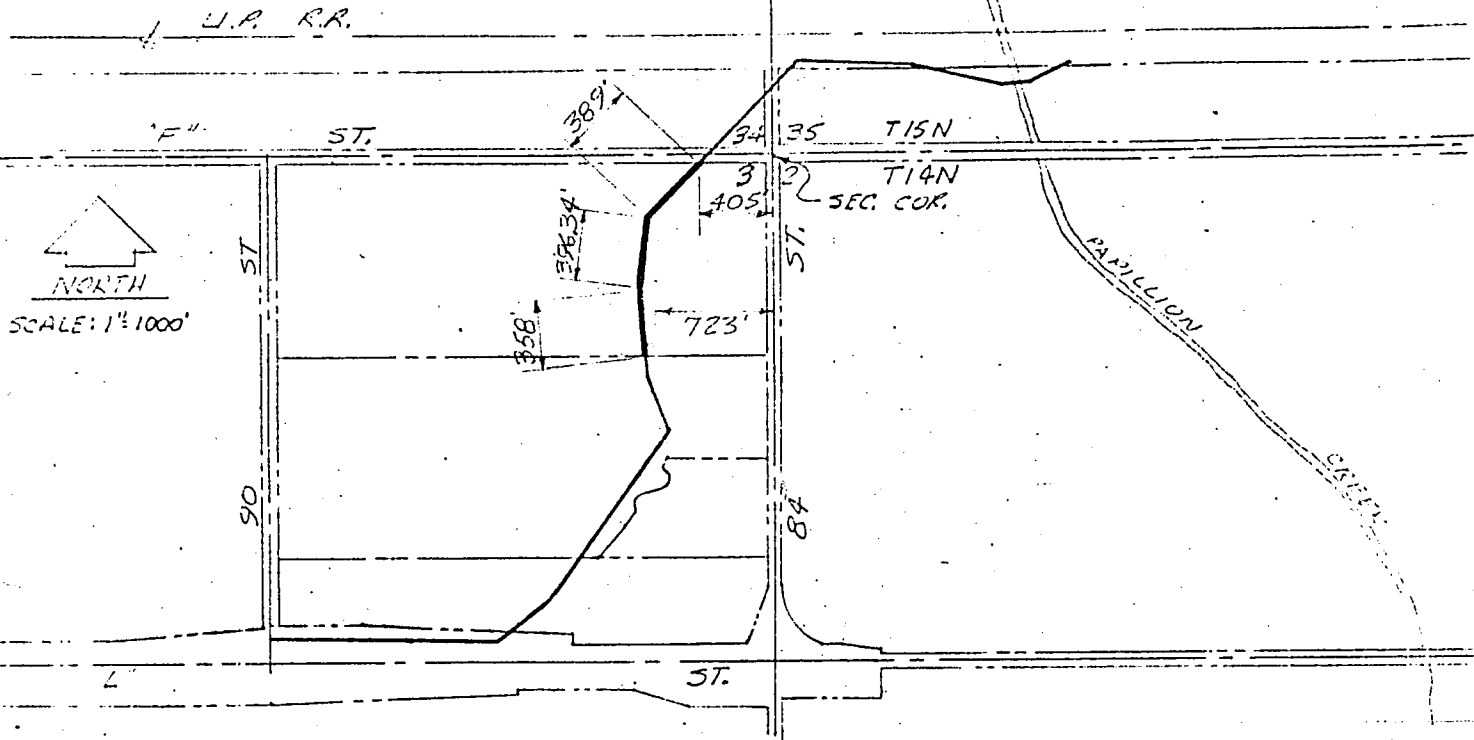
Joseph R. Steyskal
Josephine A. Steyskal

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 26 day of April, 1962, before me the undersigned, a Notary Public in and for said County, personally came Joseph Steyskal and Josephine A. Steyskal, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Charles Reed
Notary Public



LEGAL DESCRIPTION FOR SEWER EASEMENT

Legal Description for Easement for the Construction, Operation and Maintenance of a Sanitary Sewer located in the Northeast one-quarter of Section 3, Township 14 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, the temporary construction easement to be 40 feet in width and the permanent easement to be 10 feet in width, both to be of equal width on either side of the centerline of the sewer, said centerline being more particularly described as follows:

Beginning at a point on the South line of the North 2/5 of the Northeast 1/4 of 3-14-12, said point being also 723 feet more or less West of the East line of the Northeast one-quarter of said Section; thence North $3^{\circ} 47' 15''$ West approximately 358 feet; thence North $10^{\circ} 16' 45''$ East 396.34 feet; then North $43^{\circ} 30' 01''$ East 389 feet more or less to a point 33' South of a line of Northeast 1/4 of 3-14-12, said point being also on the South right-of-way line of "F" Street and 405 feet more or less West of the East line of the Northeast one-quarter of said Section 3.

In this description the centerline of "L" Street west of 84th Street is assumed to run due East and West.

Exhibit A

RECEIVED

1962 MAY 21 PM 2 35

THOMAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF OREGON,
Douglas County

Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in

380 of 1122

Page 585

Examiner of Digest

32

Quality

100

5

Continued

2