

EASEMENT

THIS INDENTURE, made this 17th day of ~~September~~ ^{October}, 1968,
 by and between LOMA J. CRITCHFIELD and JOHN H. CRITCHFIELD,
 wife and husband; DONALD E. LIKES and ARLA G. LIKES, husband
 and wife; VELMA E. KEECH and CHARLES F. KEECH, wife and hus-
 band; and LEITA M. SHIELDS and GARLAND L. SHIELDS, wife and
 husband, all being owners of a certain parcel of land situate
 in the City of Lincoln, Lancaster County, Nebraska, to-wit:

Lot 172 I.T. in the Northwest $\frac{1}{4}$ of Section 21,
 T10N, R7E of the 6th P.M. in the City of
 Lincoln, Lancaster County, Nebraska and Lot
 144 I.T. in the Northwest $\frac{1}{4}$ of Section 21,
 T10N, R7E of the 6th P.M. in the City of
 Lincoln, Lancaster County, Nebraska,

hereinafter referred to as grantors and La FLEUR, INC., here-
 inafter called grantee,

W I T N E S S E T H:

That said grantors in consideration of the sum of Two
 Dollars and other good and valuable consideration, to grantors
 and hand paid by the said grantee, receipt whereof is hereby
 acknowledged do hereby grant, sell, convey and confirm unto
 said grantee and its successors and assigns forever, the right,
 privilege and easement to construct; reconstruct, maintain,
 repair, lay and build a water pipe for the passage of water
 together with all appurtenances, wires, lines, poles, structures,
 and other applicable equipment pertaining to said waterline
 in, through, over and under the parcel of land described as
 follows; to-wit:

A 15 foot wide easement across Lot 172 I.T. in
 the Northwest $\frac{1}{4}$ of Section 21, T10N, R7E of the
 6th P.M. in the City of Lincoln, Lancaster
 County, Nebraska, which extends 7.5 feet on
 either side of the following described centerline:
 Commencing at the Southwest corner of the Southeast

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¼ of the Northwest ¼ of said Section 21, thence South 89° 39' 00" East (assumed bearing) along the centerline of Vine Street a distance of 513.97 feet, thence North 00° 21' 00" East a distance of 33.0 feet to the point of beginning on the South line of said Lot 172 I.T., thence continuing North 00° 21' 00" East a distance of 40.0 feet; thence North 34° 51' 00" East a distance of 303.74 feet to the South right-of-way line of the Missouri Pacific Railroad which is the North line of said Lot 172 I.T., and

A 15 foot wide easement across Lot 144 I.T. in the Northwest ¼ of Section 21, T10N, R7E of the 6th P.M. in the City of Lincoln, Lancaster County, Nebraska, which extends 7.5 feet on either side of the following described centerline:

Commencing at the Southeast corner of Lot 145 I.T. in the Northwest ¼ of said Section 21, said corner being also the intersection of the West right-of-way line of Cotner Blvd. with the North right-of-way line of the Missouri Pacific Railroad; thence North 54° 59' 30" West along the South line of said Lot 144 I.T. a distance of 559.87 feet to the point of beginning; thence North 34° 51' 00" East a distance of 51.26 feet; thence North 26° 31' 00" East a distance of 205.28 feet to the centerline of Dead Man's Run.

TO HAVE AND TO HOLD unto the said La FLEUR, INC., its successors and assigns, so long as such waterline and appurtenances thereto shall be maintained, together with the right of ingress and egress to said property for the purpose of constructing and maintaining said waterline and appurtenances thereto, located thereon, or removal thereof, in whole or in part at the will of the said grantee, it being the intention of the parties hereto that grantors are granting the uses herein specified without divesting themselves of title and ownership of and the right to use and enjoy said above described easement subject only to the right of the grantee to use the same for the purposes herein expressed except as follows:

Grantors agree that no buildings, improvements, or structures, shall be placed in, on, over or across said easement without the

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 express approval of the grantee. Any trees, grass, and shrubbery placed on said easement shall be maintained by grantors or their heirs, successors and assigns.

Said grantee shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grassseed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the grantor in any of said construction and work.

Said grantors for themselves, their heirs, executors and administrators do confirm with the said grantee and its assigns, and successors, that they, the grantors are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will or their heirs, executors and administrators, shall warrant and defend this easement unto the said grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from the change of grade or grading are hereby waived.

IN WITNESS WHEREOF the said grantors have hereunto set their hands and seals this day and year first written above.

[Signature]
 Witness

[Signature]
 Witness

Loma J. Critchfield
 Loma J. Critchfield

John H. Critchfield
 John H. Critchfield

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John P. Quinn
Witness

John P. Quinn
Witness

John P. Quinn
Witness

John P. Quinn
Witness

John P. Quinn
Witness

John P. Quinn
Witness

Donald E. Likse
Donald E. Likse

Arla G. Likse
Arla G. Likse

Velma E. Keech
Velma E. Keech

Charles F. Keech
Charles F. Keech

Leita M. Shields
Leita M. Shields

Garland L. Shields
Garland L. Shields

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

Now on this 7th day of ~~SEPTEMBER~~ ^{October}, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Loma J. Critchfield and John H. Critchfield, wife and husband, to me known to be the identical persons whose names are affixed to the foregoing Easement and I acknowledge the execution thereof to be their voluntary act

WITNESS my hand and notarial seal the date last aforesaid.

W. M. [Signature]
Notary Public

My Commission expires Sept 15, 1970

STATE OF OHIO)
COUNTY OF HAMILTON) ss

Now on this 25 day of ~~September~~ ^{October}, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified

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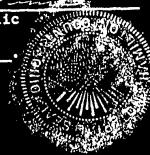
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for said County, personally came Donald E. Likes and Arla G. Likes, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Easement and acknowledge the execution hereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last aforesaid.

Thomas P. Finn
 Notary Public

THOMAS P. FINN
 Notary Public, Hamilton County, Ohio
 My Commission Expires Apr. 9, 1970



My Commission expires _____

STATE OF ~~NEBRASKA~~ MINNESOTA)
) ss
 COUNTY OF ~~LANCASTER~~ DOUGLAS)

October
 Now on this 4th day of ~~September~~, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Velma E. Keech and Charles F.

~~and~~ wife and husband, to me known to be the identical persons whose names are affixed to the foregoing Easement and acknowledge the execution thereof to be their voluntary act and deed.



WITNESS my hand and notarial seal the date last aforesaid.

A. J. Johnson
 Notary Public

A. J. JOHNSON
 Notary Public, Douglas County, Minn.
 My Commission Expires Jan. 22, 1971

My Commission expires _____

STATE OF ~~NEBRASKA~~ MINNESOTA)
) ss
 COUNTY OF ~~LANCASTER~~ DOUGLAS)

October
 Now on this 4th day of ~~September~~, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Leita M. Shields and Garland L. Shields, wife and husband, to me known to the be identical persons whose names are affixed to the foregoing Easement and acknowledge the execution thereof to be their voluntary act

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by my hand and notarial seal the date last aforesaid.

A. J. Johnson
Notary Public

Commission expires A. J. JOHNSON
Notary Public, Douglas County, Minn.
My Commission Expires Jan. 22, 1972.

MASSIE COUNTY #50104
FILED IN MISCELLANEOUS RECORD IN
BOOK

1968 OCT 21 PM 3:19

Remond & Sons
REGISTER OF DEEDS

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*Lorain Miles
7101 Meyer Road
Dunbar, W. Va. 26036*

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