

EASEMENT AGREEMENT

This Agreement, made and entered into this 30 day of ^{May} ~~April~~, 1962, by and between Nax Nelson, Trustee, 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 Dollars (\$ 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 as 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 is hereby granting the uses herein specified without divesting 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:

1. 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; and
2. That the Grantee will pay to Grantor any damages which may arise to growing crops, trees shrubbery, fences or buildings from the construction, maintenance or operation of the said Sanitary Sewer Pipeline.

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.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Max Wolfson
Max Wolfson, Trustee

On this 30 day of ~~April~~ May, 1962, before me the undersigned, a Notary Public in and for said County, personally came
Max Wolfson, Trustee

to me personally known to be the identical person(s) whose name(s) is (are) affixed to the above Easement Agreement and acknowledged the execution thereof to be his (their) voluntary act and deed.

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

S. F. Roush
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

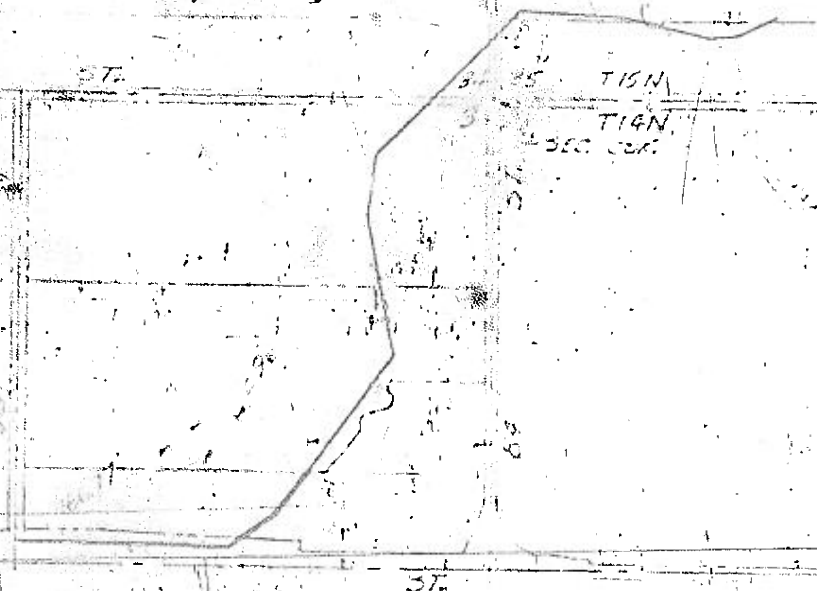
On this _____ day of ~~April~~ May, 1962, before me the undersigned, a Notary Public in and for said County, personally came _____ and _____ of _____

to me personally known to be the _____ President and Secretary of said corporation and the identical persons whose names are affixed to the above Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Notary Public

SCALE 1" = 1000'



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 located 162.81 feet North and 1330.19 feet West of the Southeast corner of the Northeast one-quarter of Section 3, Township 14 North, Range 12 East, said point being located on the North right-of-way line of "L" Street; thence North 52° 12' 34" East 166.77 feet; thence North 32° 08' 45" East 296 feet more or less to a point on the North line of the property owned by Max Wolfson, Trustee, as recorded in Deed Book 1127, Page 377, said point being also 1038 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.

29
mail

RECEIVED

1962 JUN 14 PM 4 31

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

STANLEY
Douglas County
State of Nebraska

382
67
Mural

Carroll Hanes
1502 City Park Bank
3-14-12
450

3-14-12