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A G R E E M E N T

THIS AGREEMENT made this 6<sup>th</sup> day of July, 1954, between Anthony Acquazzino and Mabel Acquazzino, husband and wife, first parties, (hereinafter referred to as Acquazzino) and Lyman-Richey Sand & Gravel Corporation, a Nebraska corporation, with offices at 750 Omaha National Bank Building, Omaha, Nebraska, second party (hereinafter referred to as Lyman-Richey).

WITNESSETH:

That Lyman-Richey is the owner of:

That portion of the West Half of the Southwest Quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Twenty-seven (27), the East Half of the Southeast Quarter (E $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Twenty-eight (28), and Government Lot One (1) in Section Thirty-four (34), all in Township Thirteen (13) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, lying south of the County Road which runs in a general east and west direction, near the east and west center lines of said Sections Twenty-seven and Twenty-eight (27, 28) and the north bank of the Platte River, except for the West 305.2 feet of the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-eight (28).

That Acquazzino possess a leasehold interest in approximately one acre of ground located in the east half of the Southeast Quarter of Section 28, Township 13 north, Range 13 east of the 6th p.m., Sarpy County, Nebraska, on the land owned by Lyman-Richey, by virtue of a written lease dated April 3, 1950 and expiring April 3, 1960, on which Acquazzino have placed certain improvements.

That Lyman-Richey has agreed to convey to Acquazzino a certain piece of land, hereinafter described, in the west half of the Southwest Quarter of Section 27, Township 13 north

Entered in Numerical index and recorded in the Register of Deeds office in Sarpy County, Nebraska  
25 day Aug 1954 at 11 A.M., Geo. F. Nicholson, County Clerk 3256

Section 13, Township 13 North, Range 13, East of the 100th P.M., Sarpy County, Nebraska, on the part hereinafter described and Acquazzino has agreed to surrender a fee cancellation the above lease.

It is mutually agreed by and between the parties, as follows -

1. Lyman-Richey hereby agrees to convey to Acquazzino a piece of property located along the north bank of the Platte River, to the west half of the Southwest Quarter of Section 13, Township 13 North, Range 13, East of the 100th P.M., Sarpy County, Nebraska, described approximately as follows:

Beginning at the point of intersection of the north bank of the Platte River with a line drawn parallel to and at least distant, at right angles from the west side of the old bus Nelson large basin; thence westerly along the north bank of the Platte River at least; thence northerly in a straight line to the south toe of the Lyman-Richey overburden piles which run generally east and west behind the old bus Nelson property, a distance of approximately 300 feet, more or less; thence easterly along the north toe of the slope of said overburden piles approximately 100 feet, more or less; to the point of intersection between the south toe of said overburden piles with the line drawn parallel to and at least distant, at right angles from the west side of the old bus Nelson basin; thence southwest along the line of the north bank of the Platte River, the line of the winding, a distance of approximately 100 feet, more or less.

The above described tract by Warranty Deed as soon as the same shall be surveyed, an accurate survey, but is subject to the usual covenants of title.

It is further agreed that all the above conveyance, Acquazzino shall execute and deliver for cancellation all such documents as may be required to carry out the intent and purpose of this agreement, and at the time of the delivery of the property deed to them, agree to execute such a written instrument of cancellation as may be necessary for recording

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purposes. Acquazzinos further agree to remove all of their improvements on said leasehold within 30 days from the date of this Agreement. Acquazzinos further agree to pay to Lyman-Richey simultaneously with the receipt of the afore described deed the sum of Two hundred Dollars (\$200.00) in cash.

3. Lyman-Richey agrees to afford ingress and egress at all times by road to and from the tract which it is deeding to Acquazzinos. At the present time such ingress and egress is by road running west from said tract near the river bank and then north to the County road. Lyman-Richey shall have the right to close off or excavate through said road but only after it provides said tract with another ingress and egress road to the west or to the east to connect up with the ingress and egress road to and from the old Sullivan property across the property owned by Hanson to the east of that owned by Lyman-Richey, in which latter event Acquazzinos hereby grant an easement in favor of the owners and occupants of any cabins located to the west of the tract herein agreed to be conveyed for the right of ingress and egress to their cabins so as to make available to them the road through the old Sullivan leasehold and across the Hanson property. If ingress or egress across the property is refused to the owners or occupants of the old Sullivan property Acquazzinos hereby grant ingress or egress across the tract herein being conveyed to the owners and occupants of the Sullivan property. If the present access road is closed as above described Acquazzinos agree to execute a separate easement reflecting the above agreement if the same is requested of them. In addition, Acquazzinos hereby grant an easement across

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... tract ... acquired ... then herein, to the owners or  
... of said parcels of the old Gus Nelson lease and  
... immediately east of this tract and also the owners and  
... of the west parcel of the old Gus Nelson lease and  
... the same may have access to the present ingress and  
... road running west from the Gus Nelson tract as long  
... said road provides access to the County road.

Dated the day and year first above written.

Anthony Acquazzino  
Anthony Acquazzino

Mazel Acquazzino  
Mazel Acquazzino

Husband and wife, First Parties

Paul ...  
President

Attest:

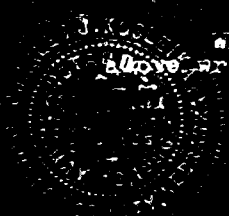
Secretary

(Copy, Seal)

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STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) SS

On this 22 day of July, 1934, before me, the undersigned, a Notary Public in and for said County, personally came Anthony Acquazzino and Mabel Acquazzino, husband and wife, personally known to me to be the persons whose names are affixed to the foregoing instrument as first parties, and acknowledged the execution thereof to be their free and voluntary act and deed.



WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS

On this 9 day of July, 1934, before me, the undersigned, a Notary Public in and for said County, personally came Fred P. Curtis, President of Lyman-Richey and Travel Corp., personally known to me to be the person whose name is affixed to the above instrument and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



[Signature]  
Notary Public