

#144 #3  
EASEMENT AGREEMENT

EASEMENT AGREEMENT made this 5 day of DECEMBER, 1985, between NORWEST BANK OMAHA, NATIONAL ASSOCIATION, AUGUST P. ROSS and ANN B. ROSS, husband and wife, and KENNETH E. WURTELE and HELEN M. WURTELE, husband and wife (hereafter collectively referred to as "Grantors") and SANITARY AND IMPROVEMENT DISTRICT NO. 1 OF CASS COUNTY, NEBRASKA, (hereafter referred to as "Grantee").

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Grantors hereby grant, sell, convey and confirm, without warranty of any kind, unto Grantee, and Grantee's successors and assigns, and to the members and shareholders of Grantee, however designated on the books and records of Grantee, and their respective guests, visitors, invitees and licensees, a nonexclusive, perpetual easement on, over and across the real estate described on Exhibit "A" attached hereto and incorporated by this reference (hereafter referred to as the "Property") for the purpose of maintaining, repairing, preserving, servicing, restoring and providing ingress to and egress from certain pump houses, water valves, tanks and related equipment.

2. Grantee, its contractors, engineers and designees, shall have full right and authority to enter upon the Property in order to perform any acts and functions necessary with respect to the above described purposes of the easement granted hereby.

3. Grantee acknowledges and agrees that Grantors are not and shall never be in any way liable, responsible, or obligated to maintain any equipment or utility lines, pipes, or conduits now or hereafter existing upon or under the Property, nor the wells, pump houses or equipment related thereto. Grantee further acknowledges and agrees that Grantors, their heirs, successors, assigns, invitees, licensees, agents, employees, guests and visitors shall at all time or times retain the right to use said Property not inconsistent with the grant to and use thereof by Grantee hereunder.

4. This Easement shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

NORWEST BANK OMAHA, NATIONAL ASSOCIATION,

By

R.R. Culver, Vice President

Title

August P. Ross

Ann B. Ross

COMPARED

Doc #144  
FILED FOR RECORD 8-11-86 AT 4:04 P. M. IN BOOK 33 OF Misc  
PAGE 609  
Betty Philpott  
REGISTER OF DEEDS, CASS CO., NEBR.  
916.50

Kenneth E. Wurtele  
Kenneth E. Wurtele

Helen M. Wurtele  
Helen M. Wurtele

SANITARY AND IMPROVEMENT DISTRICT  
NO. 1 OF CASS COUNTY, NEBRASKA,

By Michael McGill  
CLERK, Title

STATE OF NEBRASKA )  
)ss.  
COUNTY OF DOUGLAS )

On this 5<sup>th</sup> day of December, 1985, before me, a notary public in, and for said county, personally came the above named R.R. CULVER, VICE PRESIDENT of NORWEST BANK OMAHA, NATIONAL ASSOCIATION, to me known to be the identical person whose name is affixed to the above Easement Agreement and acknowledge the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

(SEAL)

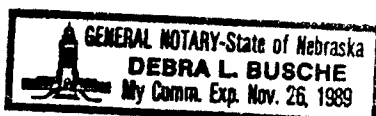


Doreen M. Seffron  
Notary Public

STATE OF NEBRASKA )  
)ss.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of March, 1985, before me, a notary public in and for said county, personally came the above named AUGUST P. ROSS and ANN B. ROSS, husband and wife, to me known to be the identical persons whose names are affixed to the above Easement Agreement and acknowledge the same to be their voluntary act and deed.

(SEAL)

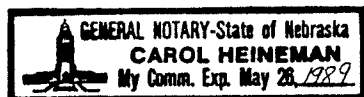


Debra L. Busche  
Notary Public

STATE OF NEBRASKA )  
)ss.  
COUNTY OF ~~DOUGLAS~~ <sup>DOUGLAS</sup> )

On this 6<sup>th</sup> day of December, 1985, before me, a notary public in and for said county, personally came the above named KENNETH E. WURTELE and HELEN M. WURTELE, husband and wife, to me known to be the identical persons whose names are affixed to the above Easement Agreement and acknowledge the same to be their voluntary act and deed.

(SEAL)

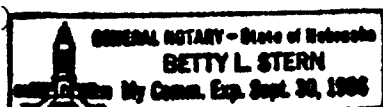


Carol Heineman  
Notary Public

STATE OF NEBRASKA )  
)ss.  
COUNTY OF DOUGLAS )

On this 1<sup>st</sup> day of April, 1985, before me, a notary public in and for said county, personally came the above named Michael McGill, of SANITARY AND IMPROVEMENT DISTRICT NO. 1 OF CASS COUNTY, NEBRASKA, to me known to be the identical person whose name is affixed to the above Easement Agreement and acknowledge the same to be his voluntary act and deed and the voluntary act and deed of said district.

(SEAL)



Betty L. Stern  
Notary Public

#144

EXHIBIT "A"

A 20 foot wide parcel (10 feet on each side of an existing water line) located in Section Eight (8), Township Ten (10) North, Range Fourteen (14) East of the 6th P.M., Cass County, Nebraska, the center line of which is more particularly described as follows:

Referring to the Southwest corner of the Southeast Quarter of Section 8, Township 10 North, Range 14 East of the 6th P.M., thence North 90° East along the South line of Section 8, 1,382 feet; thence North 0°00'00" East (perpendicular to said South line), 391.65 feet to the true point of beginning (said point also being the water shut-off valve); thence continuing North 0° East a distance of 708.35 feet; thence North 14°00'17" East, 319.75 feet to a water shut-off valve.

A 20 foot wide parcel (10 feet on each side of an existing water line) located in Section Eight (8), Township Ten (10) North, Range Fourteen (14) East of the 6th P.M., Cass County, Nebraska, the center line of which is more particularly described as follows:

Referring to the Southwest corner of the Southeast Quarter of Section 8, Township 10 North, Range 14 East of the 6th P.M.; running thence North 90° East (along the South line of said Southeast Quarter) a distance of 1,813.9 feet; thence North 0°00' East (perpendicular to said Section line), 1,160.25 feet to the true point of beginning (said point also being the center of a water pump); thence North 56°49'10" West, 457 feet to a buried storage tank; thence South 89°34'34" West, 366.33 feet to the center of a pump house; thence North 10°16'19" West, 312.36 feet to the center of a pump house.

An Easement 10' wide being 5' either side of a line described as follows:

Beginning at a point on the Northerly line of Lot 300, which is 58.3' Westerly from the Northeasterly corner; thence Southeasterly, across Lot 300, to a point on the Southerly line of said Lot 300, which is 1.2' Westerly from the Southeasterly corner thereof.

An easement for a tract of land surrounding the water pump used to maintain the water level in Lake WaConDa and including a 16' wide access road thereto. Said tract is more fully described as follows:

Referring to the NW corner Sec. 16, T10N R14E; thence S 89° 44' 20" E (Sec. line) (assumed bearing), 117.95'; thence S 0° 15' 20" W, 26' to true pt. of beginning; thence S 88° 58' 47" E (following an existing fence line), 159.05'; thence S 1° 01' 13" W, 30.00'; thence N 88° 58' 47" W, 50.00'; thence N 1° 01' 13" E, 14.00'; thence N 88° 58' 47" W, 123.05'; thence N 42° 11' 53" E, 21.25' to the pt. of beginning containing a calculated area of 0.07 Acres more or less.