

*Affects Marshall  
Municipal*

E A S E M E N T

FOR VALUABLE CONSIDERATION, the undersigned Grantor, being the owner of the following described real estate, does hereby grant and convey unto LATVIAN VILLAGE, INC. (Grantee) and to its successors and assigns, a permanent sanitary sewer easement (together with rights of access) over, under and upon the following described real estate; the purpose of said easement being to construct, improve, develop, renew, repair, use and replace sanitary sewer mains and manholes together with other related sewer structures within said easementway; said easement being 15 feet in width and described as follows:

That part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows (North line of Northwest Quarter assumed East-West direction): Beginning at a point 568.3 feet North of and 0.70 feet East of the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 34; thence North  $83^{\circ} 41' 05''$  East, 15.10 feet; thence North  $0^{\circ} 12' 05''$  East, 326.41 feet along a line 15.7 feet East of and parallel to the West line of said Northeast Quarter of the Northwest Quarter of Section 34; thence South  $21^{\circ} 29' 50''$  West, 41.30 feet; thence South  $0^{\circ} 12' 05''$  West, 289.65 feet along a line 0.7 feet East of and parallel to the West line of said Northeast Quarter of the Northwest Quarter of Section 34 to the point of beginning, all as shown on the drawing attached as Exhibit A.

Grantee's use of the easement shall be limited to the rights herein granted and Grantor shall be entitled to fully use and enjoy the aforesaid premises except as to the rights herein granted.

In the event Grantee shall fail to commence construction of the sanitary sewer prior to September 20, 1967, or in the event construction of said sewer is not completed prior to December 20, 1967, then this easement shall terminate and Grantee shall have no further rights hereunder.

Grantee shall be solely responsible for maintenance of all sewer mains and facilities within the easementway and for prompt restoration of the ground surface and all landscaping thereon as soon as

reasonably possible after any construction or repair work within or about the easementway, and further, shall promptly repair any damage to other property of Grantor which shall be caused by the exercise of ingress and egress to the easementway.

Grantee hereby agrees to hold and save the Grantor harmless from any and all damage arising from Grantee's use of the easement granted herein and agrees to pay any damage or damages which may arise to the property of any party as a result of Grantee's use, occupation and possession of the rights herein granted.

Grantor shall have the right at any time to make connections to the sanitary sewer constructed upon the premises described herein and may use said sewer, but at no expense to Grantor.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Executed this 14 day of September, 1967.

MARSHALL NURSERIES, INC. (Grantor)

By Lloyd Marshall  
President

NURSERIES  
Attest:  
Secretary  
DIRECTOR

LATVIAN VILLAGE, INC. (Grantee)

By [Signature]  
President

Attest:  
Secretary

STATE OF NEBRASKA)  
(Use 16760) SS  
COUNTY OF ~~PERMITS~~)

On the day and year last above written, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Lloyd Marshall, President of Marshall Nurseries, Inc., to me known to be the identical person whose name is

subscribed to the foregoing Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Company.

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

written.



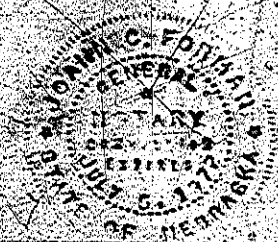
Union Edmundson  
Notary Public

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On the day and year last above written, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Johai Rutuma, President of LATVIAN VILLAGE, INC., to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Company.

WITNESS my hand and Notarial Seal the day year last above

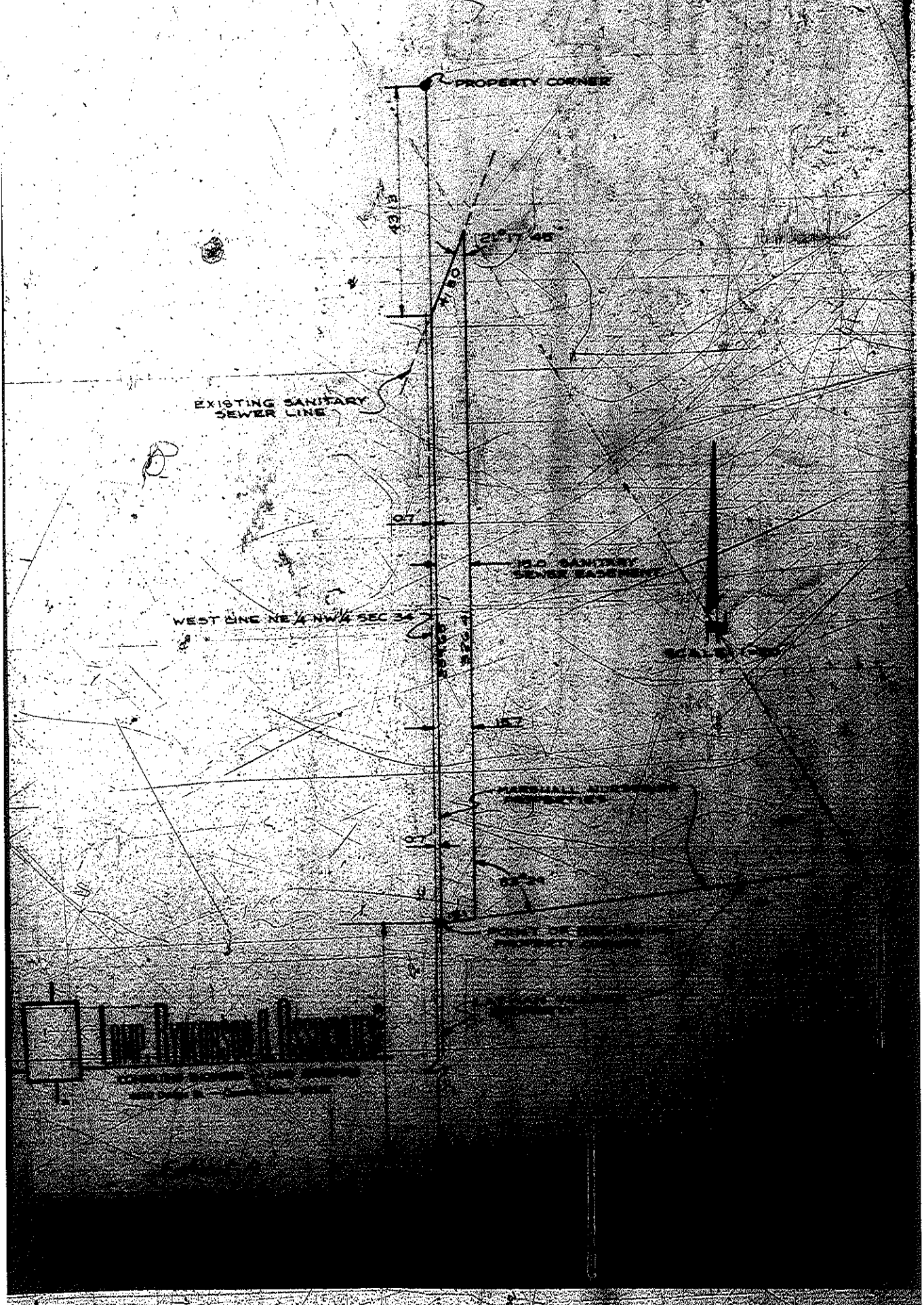
written.



Johai Rutuma  
Notary Public

SANITARY SEWER EASEMENT

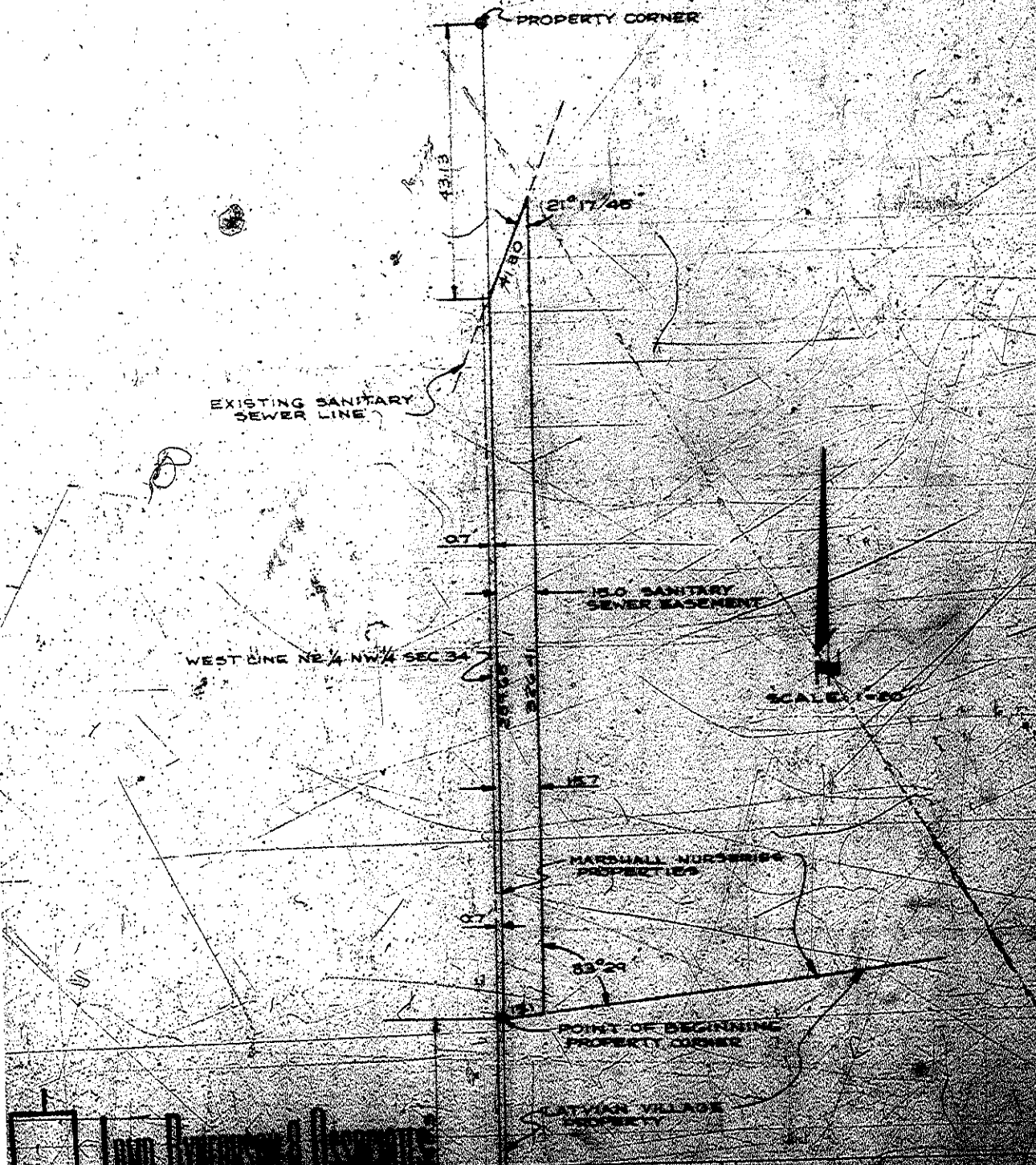
That part of the NE 1/4 of the NW 1/4 of section 34, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, described as follows (North line of NW 1/4 assumed East-West direction): Beginning at a point 568.3 feet North of and 0.70 feet East of the Southeast corner of the NE 1/4 of the NW 1/4 of said Section 34, thence N 83° 41' 00" E, 15.10 feet; thence N 83° 42' 05" E, 326.41 feet along a line 15.7 feet East of and parallel to the West line of said NE 1/4 of the NW 1/4 of Section 34, thence S 21° 20' 00" W, 41.70 feet; thence S 83° 12' 05" W, 289.65 feet along a line 0.7 feet East of and parallel to the West line of said NE 1/4 of the NW 1/4 of Section 34 to the point of beginning.



Wm. H. Anderson & Co.  
 Surveyors  
 Omaha, Nebraska

SANITARY SEWER EASEMENT

A portion of the NW 1/4 of the NW 1/4 of section 34, T 15 N, R 12 E of the 6th P.M.,  
 Township 15 North, Range 12 East, as follows (North line of NW 1/4 assumed East-  
 West line) beginning at a point 168.1 feet North of and 0.70 feet East of the  
 West corner of the NE 1/4 of the NW 1/4 of said Section 34; thence N 83° 41'  
 12" E, 326.41 feet along a line 15.7 feet East  
 of the West line of said NE 1/4 of the NW 1/4 of Section 34; thence  
 S 83° 41' 12" E, 289.65 feet along a line 0.7 feet  
 East of a parallel to the West line of said NE 1/4 of the NW 1/4 of Section 34 to



**Wm. Thompson & Associates**  
 CONSULTING ENGINEERS AND SURVEYORS  
 1000 Park Ave., New York, N.Y. 10028

Medical Dept. and Med  
Officers of this vessel  
and the crew of

USS *Albatross*

*John J. ...*

By *William ...*  
Date *30.3.1900*  
Compared *14-15-17*

*15-12*