

## MISCELLANEOUS RECORD No. 11

WILLIAM H. MYERS ET AL :  
 TO :  
 ANDERSON REALTY CO. INC. :  
 Easement \$2.35 Pd. :

Filed July 22, 1942, at 3 o'clock P. M.

*B. J. Deter*  
 County Clerk

AGREEMENT FOR PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM H. MYERS, widower, LLOYD MYERS and ETTA MYERS, his wife, First Parties, have contracted to sell and will convey to ANDERSON REALTY CO., INC., a corporation, Second Party, the following described property:--

THAT PART of Tax Lot 11-a, Section 35, Township 14 North, Range 13, East of the 6th P.M., described and bounded as follows: BEGINNING at a point on the North line of said Tax Lot 11-a at its intersection with the easterly line of the right of way of formerly Nebraska State Highway 73 and 75, said point of beginning being 1679.04 feet North and 1718.55 feet West of Quarter corner on the South line of said Section 35, and running thence East on the North line of said Tax lot 11-a 952 feet; thence South 385.5 feet; thence on a curve to the right with a radius of 284.5 feet and consuming an angle of 90 degrees, 446.9 feet, arc measurement; thence West 560 feet; thence North 232 feet; thence North 88 degrees and 10' West, 418 feet to the easterly line of said Nebraska State Highway, 73 and 75; thence Northeasterly on the easterly line of said highway 530.5 feet to the place of beginning and containing 15.50 acres, more or less, Sarpy County, Nebraska,

which property said corporation has caused to be surveyed and platted into lots and blocks, and which plat will be recorded and as so surveyed, platted and recorded will be known as "Martinview", an addition in Sarpy County, Nebraska. CONTEMPORANEOUSLY and as part of the consideration of the agreement to sell and convey, and the platting of said property, and the uses to which it is to be put, it is recognized by the parties that it is necessary to divert the flow of surface water from the property described in the plat of "Martinview", and to cause such water to flow over other lands owned by First Parties, necessary for the purpose of constructing a new ditch to carry such water so diverted from "Martinview" and over the land of First Parties, together with the right of ingress and egress and to go thereon for the purpose of constructing, maintaining, and repairing such ditch, shall be encumbered by and subject to a perpetual easement for the purpose of carrying off said diverted waters.

NOW, THEREFORE, for and in consideration of all of the agreements of the parties and the consideration of ONE DOLLAR (\$1.00) in hand paid, receipt hereby acknowledged, and other valuable consideration, First Parties HEREBY CREATE, SET OVER and CONVEY to Second Party, its successors, assigns, and persons succeeding it in interest, a perpetual easement upon, over and along the following described property, to-wit:

THAT PART of Tax Lot 11-a, Section 35, Township 14 North, Range 13, East of the 6th P.M., Sarpy County, Nebraska, described and bounded as follows: ~~BEGINNING~~ at the Southwest corner of Lot 29 in Martinview, as surveyed, platted and recorded, and running thence South 25 feet; thence East on a line 25 feet South of and parallel to the South line of said Martinview, 560 feet; thence northeasterly on a curve to the left with a radius of 334.5 feet a distance of 493 feet, more or less, to a point on the South line of Lot 18 Martinview produced southeasterly from the Southeast corner of said Lot 18.50 feet; thence Northeasterly on a curve to the right with a radius of 343 feet, 185 feet; then turning an angle of 90° to the left from tangent to said curve at the last named point and running thence Northwesterly 50 feet; then turning an angle of 90° to the left for tangent and running thence Southwesterly on a curve to the left with a radius of 393 feet, 208 feet more or less to the Southeast corner of Lot 18 of said Martinview; thence Southwesterly and West on the Easterly and South line of said Martinview 1005 feet to the place of beginning,

together with the right to enter upon and across same and land contiguous thereto and to make all necessary repairs and to maintain said ditch adequately to carry off such water. First Parties EXPRESSLY WAIVE any and all claims for damages or injury from or arising out of the construction or maintenance of such ditch and waterway.

Said ditch may be of dimensions and type of construction in accordance with the following specifications: It shall be built in excavation and have a bottom width of 8 feet and side slopes of 1½ on 1 and shall have a depth of from 4 to 8 feet.

O K W H Myers

THIS AGREEMENT shall run with the land and be binding upon all parties, their heirs, grantees, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of July, 1942.

Frank Kimball  
 Witness

Frank Kimball  
 Witness

Anne S. Schwartz

Lloyd Myers  
 Etta Myers  
 William H. Myers

MISCELLANEOUS RECORD No. 11

STATE OF CALIFORNIA )
COUNTY OF San Diego ) ss.

On this 10 day of July, 1942 A.D. 1942, before me, a notary public duly commis-
sioned and qualified in and for said County, personally came the above named Lloyd Meyers and
Etta Meyers who are personally known to me to be the identical persons whose names are affixed
to the above Agreement for Perpetual Easement, and they acknowledged the instrument to be their
voluntary act and deed, for the purposes therein stated.

FRANK KIMBALL NOTARY PUBLIC \*
SAN DIEGO CO. CAL. \*

Frank Kimball
Notary Public

My commission expires My Commission Expires Sept. 27, 1943.

STATE OF Nebraska )
County of Douglas ) ss.

On this 8th day of July A.D. 1942, before me, a notary public duly commissioned and
qualified in and for said County, personally came the above named William H. Myers who personally
known to me to be the identical person whose name is are affixed to the above Agreement for
Perpetual Easement, and he acknowledged the instrument to be his voluntary act and deed, for the
purposes therein stated.

ANNE S. SCHWARTZ NOTARIAL SEAL \*
DOUGLAS COUNTY, NEBRASKA \*
COMMISSION EXPIRES APR. 15, 1947 \*

Anne S. Schwartz
Notary Public

My commission expires April 15, 1947

DONALD E. PRATHER & WF. :
TO :
PRUDENTIAL INS. CO. OF AMERICA :
Assnt. \$1.15 Pd. :

Filed July 23, 1942, at 10.45 o'clock A.M.

County Clerk

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That we, Donald E. Prather and Grace Prather, husband and wife, for and in valuable
consideration, the receipt whereof is hereby acknowledged, do hereby assign and convey unto The
Prudential Insurance Company of America all our right, title and interest in and to all delayed
rentals and oil and gas royalties as such interest appears in the Oil and Gas Lease dated June
13, 1940 and recorded August 28, 1940 in Book 10, page 253 of the Records of Sarpy County, Nebraska
and wherein L. K. Hough and C. F. Simmons appear as Lessees, which lease has been assigned to
the Monebie Development Company, Ltd., as additional security for a loan secured by a first
mortgage to The Prudential Insurance Company of America on the South Half of the Southwest
Quarter (S 1/2 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 14,
Township 13 North, Range 12, East of the 6th P.M., Sarpy County, Nebraska.

It is distinctly understood that this Assignment is made for additional security only and
not in payment of the interest and principal on the real estate mortgage referred to above, and
that the said The Prudential Insurance Company of America may at any time surrender up this
assignment and thereupon its right to a foreclosure of said real estate mortgage shall be as if
these presents had never been executed.

IN WITNESS WHEREOF, we have hereunto set our hands this 30 day of June, 1942.

Donald E. Prather
Grace
Grace Prather

STATE OF Neb. )
COUNTY OF Sarpy ) ss.

On this 30 day of June, 1942, before me the undersigned a Notary Public in and for Sarpy
County, Nebraska, personally appeared DONALD E. PRATHER and GRACE PRATHER, husband and wife, to
me known to be the identical persons whose names are affixed to the foregoing Assignment of Oil
and Gas Lease and acknowledged the said Assignment to be their voluntary act and deed for the
purpose therein set forth.