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TD² File 9567

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

94 SEP 22 PM 2:00

FILED

RIGHT OF ENTRY  
FOR  
PAVEMENT, SEWER AND WATER CONSTRUCTION AND GRADING

THIS AGREEMENT entered into this 21st day of September, 1994, by and between the City of Blair, Nebraska, hereinafter called the "City" and Desert Mountain, Inc., a Nebraska Corporation, and Mark Schreffler, hereinafter called the "Owners", whether one or more.

WHEREAS, the City is in the process of constructing street improvements to serve Owner's property, and this Right of Entry Agreement is outside of the City limits of the street right-of-way, and the City needs the right to enter upon the Owner's property in the existing area for the purpose of constructing sewers, water mains, and pavement, and to grade to match existing conditions.

Upon execution of this Agreement, the City, its agents, employees and all persons contracting with the City and their employees, may make entry upon hereinafter said premises.

This Right of Entry Agreement terminates thirty (30) days after the improvements are completed and is granted upon the condition that the City will cause the area disturbed under this easement to be seeded upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the Owner against the City on the Real Property which is the subject of this Agreement and is described as follows:

Lots 1 thru 24, inclusive and Outlot A, Southfork Addition, as surveyed, platted, and recorded in Washington County, Nebraska.

That said Owner for himself, itself or themselves and his or their heirs, executors, administrators and assigns, does or do confirm upon said City and its assigns, that he, they or it is or are Owners of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executors, administrators and assigns shall warrant and defend this Right of Entry to said City and its assigns against the lawful claims and demands of all persons.

Any claims for damage arising from change of grade or grading are hereby waived.

Recorded ☒  
General ☒  
Numerical ☒  
Photostat ☒

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 3721  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 22nd DAY OF September 1994  
AT 2:00 O'CLOCK P.M. AND RECORDED IN BOOK  
277-378  
COUNTY CLERK (Charlotte L. Petersen)  
BY Mark Schreffler

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IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)  
this 21st day of September A.D., 1994.

INDIVIDUAL AND PARTNERSHIP

Desert Mountain, Inc.

By: Hugh W. Hunt  
Hugh W. Hunt

And: Mark S. Schreffler  
Mark Schreffler

Date September 21, 1994

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF WASHINGTON)

On this 21st day of September, 1994, before me, a Notary Public, in  
and for said County, personally came the above named: Hugh W. Hunt and  
Mark S. Schreffler  
who is (are) personally known to me to be the identical person(s) whose name(s) is  
(are) affixed to the above instrument and acknowledged the instrument to be his, her  
(their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal at Blair in said County the day and year last  
above written.

Ruth Ann Sprick  
NOTARY PUBLIC

My Commission expires June 21, 1998



ROW/9b:0173w

TD<sup>2</sup> File No. 956-101.7

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