

Does not affect lots 1-154
north of this platting

66-3303

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Albin J. Dvorak and Marvine H. Dvorak, husband and wife are the owners of the property described herein, and,

WHEREAS, Frank J. Wear desires to obtain a private water line easement for the right to construct and maintain a private water line under the real estate described herein, and

WHEREAS, Grantee has caused Design Engineering & Associates, Inc. to draft Exhibit "A", attached hereto and by reference to made a part of this agreement.

NOW, therefore, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, Grantor hereby grants and conveys unto Frank J. Wear, his assigns and successors, an easement for the right to construct and maintain a private water line under the following described real estate:

7/8.50 A 10 foot wide permanent easement which is 5 feet either side of the following described line: Beginning at a point on the North Line of Avery ~~Plat~~ ⁶¹ Lot 27, said Avery ~~Plat~~ ⁶¹ as surveyed and recorded in Sarpy County, Nebraska; thence North a distance of 65 feet, thence West a distance of 70 feet, more or less to the intersection of the existing water-line, all in Tax Lot 8C as surveyed, platted and recorded in Sarpy County, Nebraska.

SARPY CO., NE
60 OF *Marv* *Ria*
3303
NOV -6 AM 11:38
W. J. Dowling
REGISTER OF DEEDS

It is further agreed as follows:

1. That no buildings, improvements or other structures shall be placed in, on, over or across said easement strip by Grantor, it's successors or assigns, without the express approval of the Grantee.
2. The Grantee will replace, rebuild, or repair any damage which shall be occasioned by the construction or maintenance of said private water line under or through the above-described premises.
3. The Grantee shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition, and will replace any sod, fences, bushes, vegetation and trees on the easement area that is disturbed by the Grantee's construction and/or maintenance of said private water line. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee and any other.

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4. Grantee agrees that if, at any time, Grantee or his assigns, abandon said waterline, or if the well is not used within ninety (90) days of the sale of the property by the original grantee, that this easement shall lapse and become null and void.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and Grantee and his agents, and that the Grantor, in executing and delivering this instrument, has relied upon Exhibit "A" as prepared by Design Engineering & Associates, Inc.

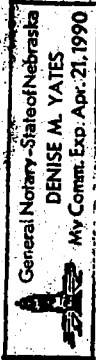
IN WITNESS WHEREOF said Grantor has executed this Easement this 4 day of November, 1987.

Albin Dvorak
Albin Dvorak

Marvina H. Dvorak
Marvina H. Dvorak

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS) Sarpy

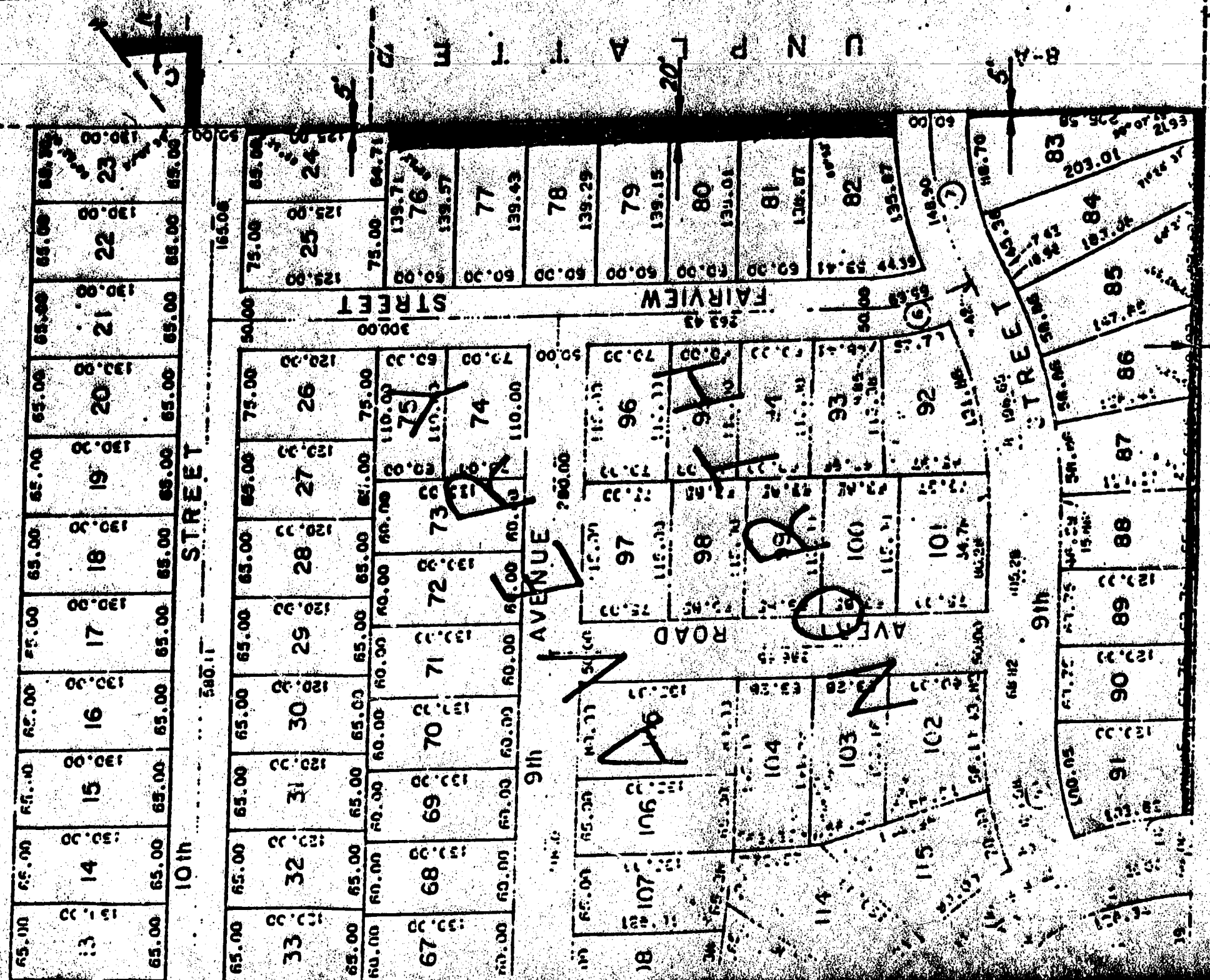
Before me, a Notary Public, personally appeared Albin Dvorak and Marvina H. Dvorak, known to me to be the persons above named and personally acknowledged the execution of this easement to be their voluntary act and deed and the voluntary act and deed of said corporation.



Denise M. Yates
Notary Public

60-3303 B

EXHIBIT 'A'



SCALE: 1"=100'
 JUNE 17, 1967

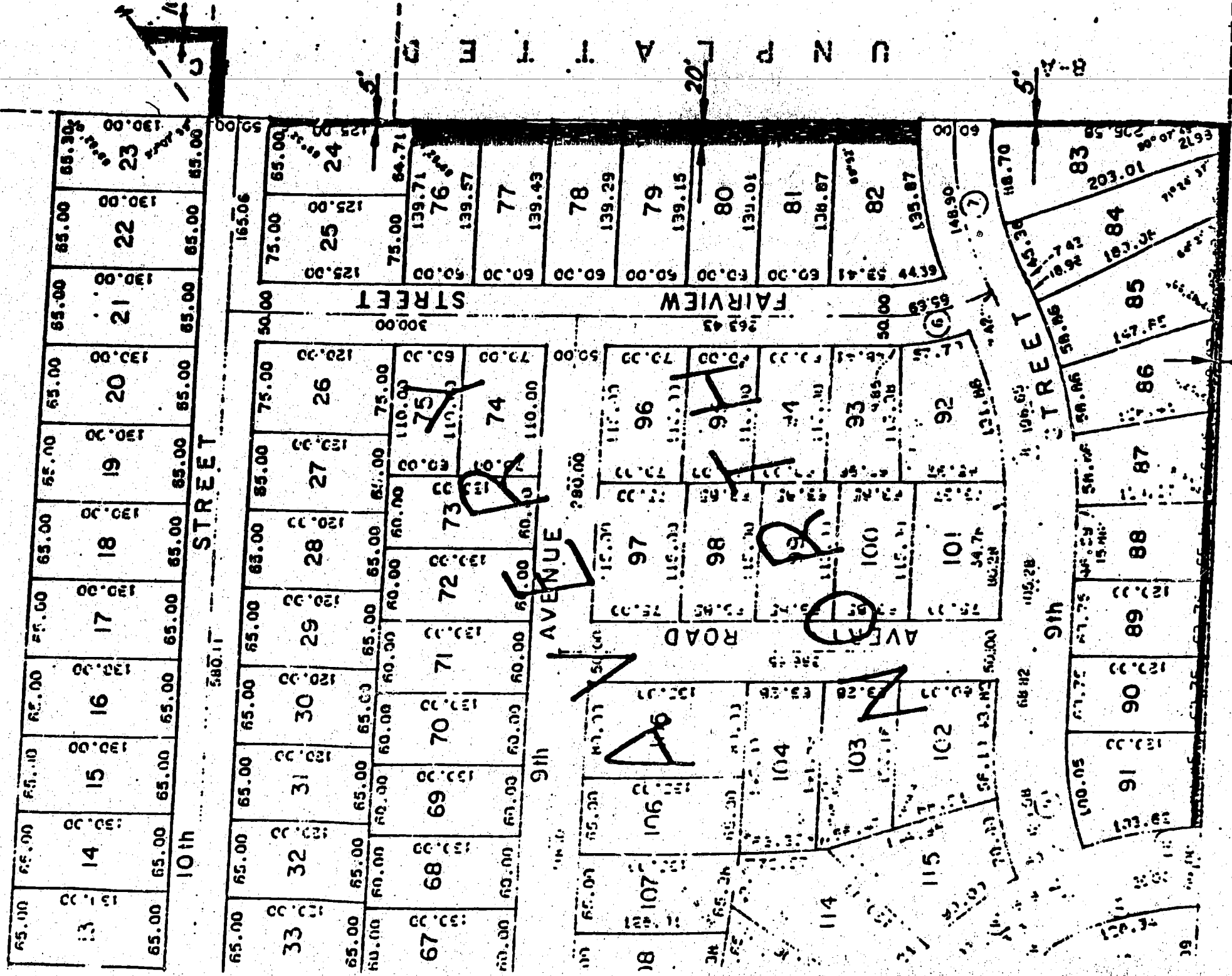
B-1A3

B-2

Proposed Water Line Easement

60-3303 B

EXHIBIT "A"



SCALE: 1"=100'
 JUNE 17, 1967

POOR COPY FILED

Proposed Water Line Easement

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B-16

B-1A2

B-2