

PERMANENT EASEMENTS

THIS AGREEMENT, made and entered into this 27th day of April, 1986, by and between THE KARLOFF FARM COMPANY, a Partnership, sometimes hereinafter referred to as "Owner", and SANITARY AND IMPROVEMENT DISTRICT NO. 68 OF SARPY COUNTY, NEBRASKA, sometimes hereinafter referred to as "District".

WITNESSETH:

WHEREAS, District has entered into a contract for the stabilization of a drainageway to prevent the continuation of erosion on or adjacent to property owned by Owner; and

WHEREAS, it is necessary for the District to use and traverse Owner's land adjacent to the area where the stabilization work is being performed and for the maintenance of same in the future.

NOW, THEREFORE, it is agreed as follows:

1. That Owner, in consideration of the sum of One Dollar (\$1.00) and the completion of the stabilization work, does hereby grant and confirm unto said District, its agents and assigns, a permanent easement for construction and maintenance of a drainageway over, under and through the property legally described and specifically delineated on the plat attached hereto and by this reference made a part hereof.

2. District, within a reasonable time after completion of the construction, will fine grade and seed all areas disturbed or damaged by it as a result of said construction, and in the event it becomes necessary in the future to traverse the Owner's land for maintenance of said improvements, District agrees to repair all areas in the same manner as set forth herein.

3. Owner confirms that it is well seized in fee of the premises described on the attached plat, and that it has the right to grant this Easement in the manner and form aforesaid and that it will, and its successors and assigns shall warrant and defend this Easement to said District and its assigns against the lawful claims and demands of all persons.

4. That said Easement shall also inure to the benefit of any contractor, agent, employee, or representative of the District or its successors and assigns.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Owner and the District or its agents; that the Owner, in executing and delivering this instrument, has not relied upon promises, inducements or representations of the District or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, said Owner and District have executed this document on the day and year first stated above.

THE KARLOFF FARM COMPANY, SANITARY AND IMPROVEMENT DISTRICT NO. 68 OF SARPY COUNTY, NEBRASKA

By [Signature] Partner, By [Signature] Chairman

FILED 590
BOOK 59 OF MC \$5
PAGE 8008

1986 JUL 16 AM 10 49

Case No. 10231
REGISTER OF DEEDS

84-20085

59-2008A

STATE OF NEBRASKA
COUNTY OF DOUGLAS)

ss.

BE IT KNOWN that on this 28th day of April, 1986
before me, a Notary Public duly commissioned, qualified and
acting in and for said County and State, personally appeared the
above named DALE E. KARLOFF, Partner of THE KARLOFF FARM
COMPANY, a Partnership, to me known to be the identical person
whose signature is affixed to the foregoing instrument and who
acknowledged the execution thereof to be his voluntary act and
deed and the voluntary act and deed of said Partnership.



Ingo Platzer
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) : ss.

BE IT KNOWN that on this 28th day of April, 1986,
before me, a Notary Public duly commissioned, qualified and act-
ing in and for said County and State, personally appeared the
above named MIKE J. WHITTAKER, to me known to be the Chair-
man and identical person whose signature is affixed to the fore-
going instrument as Chairman of Sanitary and Improvement District
No. 68 Of Sarpy County, Nebraska, and he acknowledged the execu-
tion thereof to be his voluntary act and deed and the voluntary
act and deed of said Sanitary and Improvement District No. 68 Of
Sarpy County, Nebraska.

Ingo Platzer
Notary Public



T. L. 18

WILSON
CREEK DR.

SCALE: 1" = 5'

117

SE CORNER OF THE NW 1/4
OF THE NW 1/4 OF SECTION 14
T4N, R11E OF THE 011 PM,
SARPY COUNTY, NEBRASKA

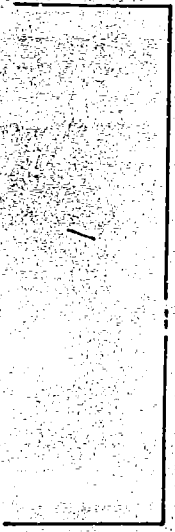
MEREDITH ST


75.00'

100.90'

35.00'

131



LEGEND
PERMANENT EASEMENT AREA 

Legal Description

The East 35.00 feet of the South 100.90 feet of the N 1/2 of the NW 1/4 of Sects. 14, T14N, R11E of the 6th P.M., Sarpy County, Nebraska.