

13-15-10

AGREEMENT

BOOK 594 PAGE 257

THIS AGREEMENT, made and entered into by and between:

**EMIL SMOLIK and LILLIAN SMOLIK, Husband and Wife,
Party of the first Part, hereinafter referred to as
SMOLIK**

and

**Judith Lynn Nelsen Trust, Karen Ellen Nelsen Trust,
Andrew Clifton Nelsen Trust, by C. Clifton Nelsen
Managing Trustee, and C. Clifton Nelsen, Party of
the Second Part, hereinafter referred to as NELSEN.**

**WHEREAS, under and by virtue of the terms and conditions of a certain Water Access
Easement, granted unto Smolik, by Douglas County on September 15, 1971,
Smolik has constructed a water well in the Douglas County road right-of-way
located 300 feet North of the South Boundary and 116 feet East of the West
Boundary of the NW 1/4 of the NE 1/4 of Section 13, Township 15, North
Range 10 East of the 6th P M. in Douglas County, Nebraska; and,**

**WHEREAS, Nelsen, simultaneously with the execution of this Agreement is purchasing
a certain tract of land consisting of 30 acres, more or less, in the SE 1/4 of
SE 1/4 in Section 13, Township 15, N Range 10, East of the 6th P M in
Douglas County, Nebraska; and,**

**WHEREAS, Smolik desires to permit Nelsen to use water from the Well, aforesaid
to serve the Nelsen land hereinbefore mentioned, under certain terms and
conditions hereinafter set out in detail:**

**NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises
and covenants herein contained, have agreed and do hereby agree:**

- 1. The recitals hereinbefore contained are hereby and by these presents made a
part of this agreement, the same as if all of the said recitals were hereinafter set out
in detail.**
- 2. SMOLIK, does hereby and by these presents grant unto Nelsen, its successors and
assigns the right to connect to and draw water from the aforesaid Well, to serve the
aforesaid Nelsen Land, and the costs of such connections including the installation
of water lines from said Well to Nelsen's property line of the above described real**

estate shall be at the expense of and by Smolik, EXCEPT, that the difference in cost of a three (3) inch line from a Two (2) inch line, not to exceed \$500.00 shall be paid to Smolik by Nelsen; and Smolik shall install said three (3) inch water line as aforesaid.

3. Nelsen shall pay to Smolik the sum of \$1750.00 because of Smolik's increase in the size of the aforesaid Well.

4 Nelsen shall pay to Smolik the sum of \$1000.00 for the installation of an appropriate "Y" Adapter in said Well, together with an extension pipe line from said "Y" into land hereinafter described, which adapter may at some later date be used by Nelsen and its assigns to serve water to Andrew C. Nelsen's land adjacent to said Well, described as follows:-

"NE 1/4 of Section 13, Township 15, North Range, East of the 6th P M in Douglas County, Nebraska except Tax Lot 3 and road in Section 13".

5. Nelsen shall have the right to install in said Well, a water pressure pump in or at the above specified "Y" Adapter at said time as Nelsen may determine.

6. Nelsen shall at its expense install a water meter on their land and measure the amount of water used by Nelsen from the Smolik's Well; and Nelsen shall pay to Smolik for said metered water at the rate being charged therefor in the City of Elkhorn, Nebraska.

7 The terms of this Agreement shall run for a period of ten (10) years, as provided in the aforesaid Douglas County Water Access Easement, and for such term of years as said Easement may be extended.

8 IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT IMMEDIATELY AFTER THE EXECUTION OF THIS AGREEMENT, SMOLIK SHALL PROCEED AT ~~ONCE~~²²³ IN A GOOD WORKMANLIKE MANNER AND INSTALL THE AFORESAID THREE (3) INCH WATER LINE FROM THE SAID WELL TO THE NELSEN PROPERTY LINE, AND THE "Y" IN THE AFORESAID WELL

In Witness Whereof the parties hereto have executed this Agreement this

26 day of October, 1971.

Emil Smolik
Emil Smolik

Lillian Smolik
Lillian Smolik

JUDITH LYNN NELSEN TRUST; KAREN ELLEN NELSEN TRUST; ANDREW CLIFTON NELSEN TRUST

BY C. Clifton Nelsen, Trustee
C. Clifton Nelsen, Trustee
C. Clifton Nelsen
C. Clifton Nelsen

1. Supplementing foregoing contract and specifically made a party thereof, the parties agree that Smolik shall not be responsible for any water outage or failure of water service that may arise by reason of failure of the well or pump or incident to the repair thereof or by reason of electrical outage or any cause other than gross negligence of Smolik.

2. The parties agree that in the event water access easement granted Smolik by Douglas County on September 15, 1971, is canceled within the period ten years from September 15, 1971, or thereafter that Nelsen will grant to Smolik an easement to construct well and water line on Nelsen's land and pump water thereto on Smolik land all at Smolik's expense over and across a portion of the Southwest Quarter of the Southeast Quarter in Section 10, Township 15, Range 10 referred to as the Nelsen land. That said easement shall exist for a period of thirty years with an option of extension for an additional period of five five (5) year terms and that said easement shall be without cost to Smolik. In the event said easement is required the terms and conditions of the easement agreement dated 26th day of October, 1971, shall apply to easement agreement of Nelsen.

In Witness Whereof the parties hereto have executed this Supplement this

26th day of October, 1971, as to paragraph 1 above.

JUDITH LYNN NELSEN TRUST; KAREN ELLEN NELSEN TRUST; ANDREW CLIFTON NELSEN TRUST

Emil Smolik
Emil Smolik

BY C. Clifton Nelsen
C. Clifton Nelsen, Trustee

Lillian Smolik
Lillian Smolik

C. Clifton Nelsen
C. Clifton Nelsen

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

In Witness Hereof, we the undersigned as owners of the land described in paragraph 2 above grant the aforesaid easement.

Andrew C. Nelsen
Andrew C. Nelsen, Husband

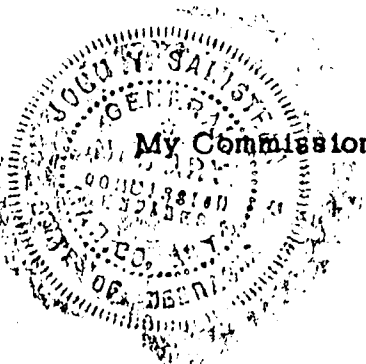
Olive V. Nelsen
Olive V. Nelsen, Wife

STATE OF NEBRASKA)
DOUGLAS COUNTY)

On this 26th day of October 1971, before me a Notary Public in and for said County, personally appeared EMIL SMOLIK and LILLIAN SMOLIK, husband and wife, C. CLIFTON NELSEN, Trustee for JUDITH LYNN NELSEN TRUST; KAREN ELLEN NELSEN TRUST; ANDREW CLIFTON NELSEN TRUST, and C. Clifton Nelsen, as an individual, ANDREW C. NELSEN, husband, and OLIVE V. Nelsen, wife, known to me to be the identical persons who executed the above agreement, and they acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date last above written.

John H. Hestler
Notary Public



My Commission Expires March 25, 1974

12.25