

EASEMENT AGREEMENT

This agreement made and entered into this 15th day of July, 1963 by and between Simon Gibreal and Victoria Gibreal, husband and wife, each in his or her own right and as the spouse of the other, party of the first part and George N. Lehn and Mary M. Lehn, husband and wife, each in his or her own right and as the spouse of the other, party of the second part, witnesseth:

Whereas the party of the first part as joint tenants own Tax Lot Nine (9) of Section Twenty-eight (28) and Tax Lot Thirteen (13) of Section Twenty-seven (27) in Township Seventeen (17) North, Range Thirteen (13) East of the 6th P. M. in Washington County, Nebraska and the party of the second part own as tenants in common land adjoining this land to the south described as Tax Lot Eleven (11) in Section Twenty-eight (28) and Tax Lot Fourteen (14) in Section Twenty-seven (27) in Township Seventeen (17) North, Range Thirteen (13) East of the 6th P. M. in Washington County, Nebraska.

And whereas the party of the second part because of quarrying operations upon his described land has deposited dirt and rock thereon in such a manner as to allegedly interfere with the natural course of drainage of surface and flood waters from the described land of the party of the first part southerly over the described land of the party of the second part and the party of the second part desires a perpetual easement to run with the land of the party of the first part absolving the party of the second part, his heirs, personal representatives and assigns from any liability because of such quarrying operations or such deposits now made or to be made relating to such operations to such drainage which easement however is not to create a right in the party of the second part, his heirs, personal representatives or assigns to deliberately throw water from his described land to the north upon the described land of the party of the first part in any manner which shall not be necessary to the quarrying operations and to the piling of dirt on second party's land.

And whereas party of the first part in an effort to prevent further deposit of dirt and rock upon the described lands of the party of the first part from such described quarrying operations proposes to immediately build a levee upon the lands of the party of the second part according to a certain plat, a photocopy of which is attached hereto,

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ATTORNEY-AT-LAW
BLAIR, NEBRASKA

which plat is drawn to a scale of 1 inch to 100 feet but which scale has been reduced on the photocopy to approximately 1 inch to 300 feet, and the party of the first part desires a perpetual servitude which will require the party of the second part to do nothing affirmative to destroy such levee and a perpetual easement allowing party of the first part to maintain such levee, both to run with the land of the party of the second part.

Now therefore it is hereby agreed as follows:

1. The party of the first part, in consideration of the sum of \$2,000.00 cash in hand paid from party of the second part and his hereinafter described tenant, does hereby grant, assign and set over/forever, ^{to party of the second part,} the right and easement in and to the above described Tax Lots Nine (9) and Thirteen (13) to back water over or under, submerge, flood or otherwise damage these tracts of land through backwater or otherwise, whether caused by flooding, erosion, seepage, ground water, lack of drainage, obstructed drainage, or in any manner whatever, resulting from the construction, operation and maintenance of quarrying operations upon the above described Tax Lots Eleven (11) and Fourteen (14) but this easement does not cover the right of the party of the second part, his heirs, personal representatives or assigns to deliberately throw water from his described land to the north upon the described land of the party of the first part and party of the second part specifically agrees not to do so.

2. The party of the second part, in consideration of the mutual agreements of the parties and other valuable consideration, receipt of which is hereby acknowledged from party of the first part, does hereby grant, assign and set over/forever, ^{to party of the first part,} a perpetual servitude with respect to allowing party of the first part to construct the above described levee and to allow the same to remain upon the above described Tax Lots Eleven (11) and Fourteen (14) including the taking of dirt and rock from the large pile bounded on the south and designated thereon by the words "EDGE OF EXISTING SPOIL" and does hereby grant, assign and set over to party of the first part, forever, an easement to go upon such described lands of party of the second part to maintain such levee and party of the second part agrees to do nothing affirmatively to destroy such levee after it is built.

The Clark Limestone Company of Logan Iowa, successor in interest

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to Ervin Clark Construction Company, a partnership and a tenant of the party of the second part hereby agrees with and joins in the execution of this agreement as far as its interest is concerned, such/company first described being a corporation.

Simon Gibreal
Simon Gibreal

Victoria Gibreal
Victoria Gibreal PARTY OF THE FIRST PART

George N. Lehn
George N. Lehn

Mary M. Lehn
Mary M. Lehn
PARTY OF THE SECOND PART

Clark Limestone Company, a corporation

By *Don M. Clark*
Name and Title *President*
TENANT OF PARTY OF SECOND PART

State of Nebraska, County of *WASHINGTON*

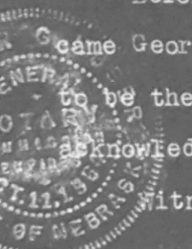
Before me a notary public qualified for this county, personally came Simon Gibreal and Victorial Gibreal, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Witness my hand and notarial seal on July *17TH*, 1963.
Clark Ottenler
Notary Public

My commission expires *July 8, 1965*
State of Nebraska, County of *Douglas*

Before me a notary public qualified for this county, personally came George N. Lehn and Mary M. Lehn, husband and wife, to me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Witness my hand and notarial seal on July *15*, 1963.
Walter G. Huber
Notary Public

My commission expires *Dec 11, 1964*
State of *Iowa*, County of *Harrison*

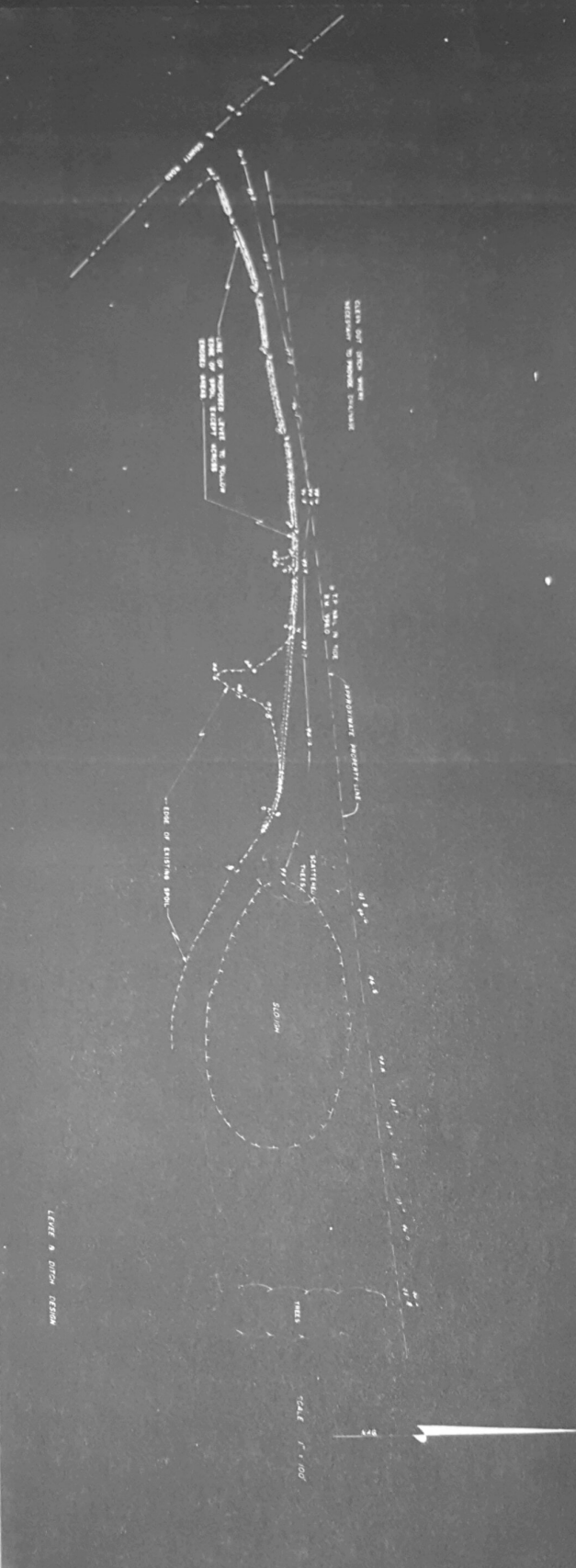
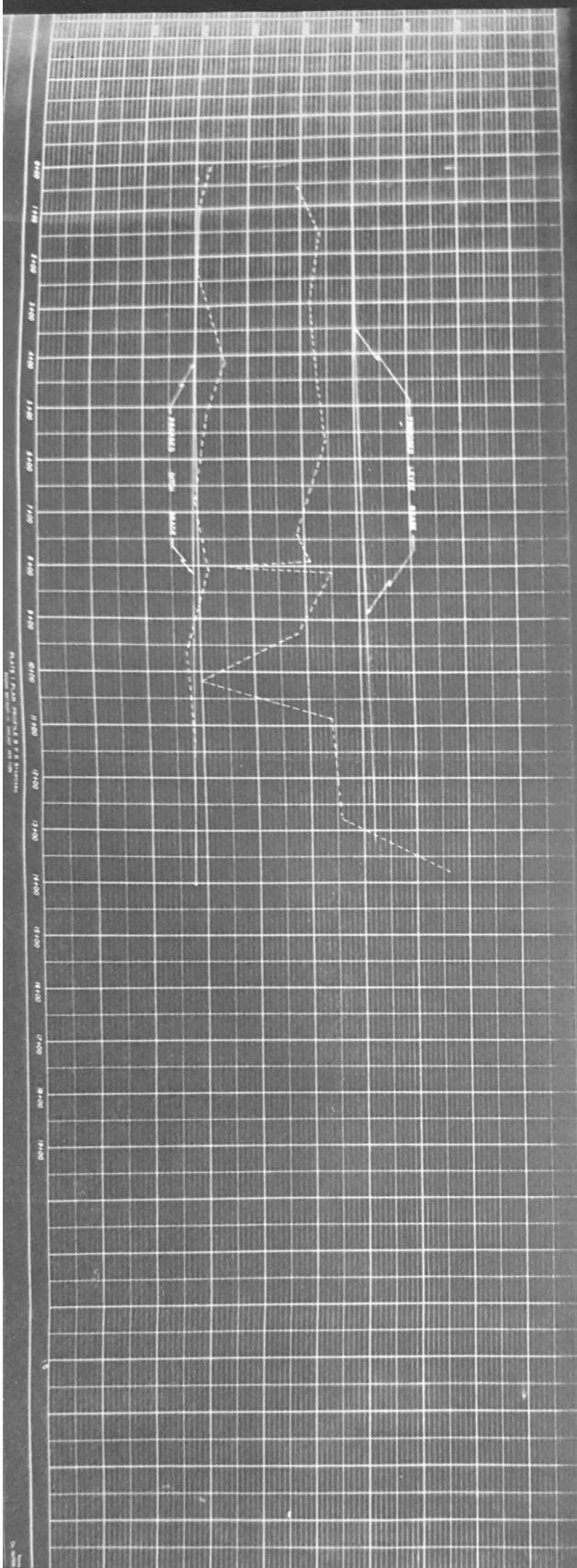
Before me a notary public qualified for this county, personally came Don M. Clark, President of the Clark Limestone Company, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of such corporation, ~~and that its corporate seal was thereunto affixed by its authority~~



Witness my hand and notarial seal on July *16*, 1963.
Carl V. Burbidge
Notary Public

WALTER G. HUBER
ATTORNEY-AT-LAW
BLAIR, NEBRASKA
Com. Exp. July 4, 1964

7-15-63
SK as to form shown Cassin



State of Nebraska }
 County of Washington } ss. 723

Entered in Numerical Index and filed for record
 this 17 day of July
 A. D., 1963 at 2:00 o'clock P. M.
 and recorded in book 0 at page 366-369

Lucille K. Gordon
 County Clerk

Recorded
 General
 Numerical
 Photostat

Deputy