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WLB

EASEMENT AGREEMENT

December

This Agreement, entered into this 23rd day of ~~March~~ January, 1942, by the United States of America, hereinafter called the "Government", and the State of Nebraska, (acting by and through the Department of Roads and Irrigation), hereinafter called the "State":

WITNESSETH:

In consideration of the payment of One Hundred Seventy-Nine and 73/100 Dollars, (\$179.73), the receipt of which is hereby acknowledged, and in further consideration of the benefits accruing to the Government from the construction and maintenance of a road over and along certain lands of the Government, and in further consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Government grants to the State an easement for the construction, reconstruction and maintenance of a highway, including the installation of all necessary culverts and other facilities useful thereto, at the Two Rivers Farmsteads Project (RF-NB-6), of the Farm Security Administration, United States Department of Agriculture, upon, over, under and across that tract of land lying in Douglas County, Nebraska, more particularly described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Nine (29), Township Fifteen (15) North, Range Ten (10) East;

together with the right of ingress and egress to and from said tract of land for the purpose of constructing and maintaining said facility. The said highway shall be constructed and maintained by the State upon said tract of land, particularly described in Exhibit "A" attached hereto, and along the route shown on the map, attached hereto, entitled Exhibit "B", and made a part of this agreement.

2. The said highway, shall be constructed and maintained by the State in a good and workmanlike manner and so as not to interfere in any manner with the development of the aforesaid project by the Government, its nominees or assigns.

3. The State may, with the prior approval of the project manager of the aforesaid project, trim or remove such trees and underbrush upon said tract of land as would interfere with or endanger the said highway; provided, however, that such saleable timber as may be cut by the State shall be piled upon the easement herein granted, and shall remain the property of the Government.

4. This agreement shall convey no fee simple estate to the State, and shall be subject to any rights in, to, upon, over, across or under said tract of land now outstanding. This agreement shall in no manner limit the right of the Government, its nominees or assigns, to grant additional rights in, to, upon, over, across or under said tract of land, or to use it for its or their own purposes, so long as said rights, and said use, shall not interfere with the easement herein granted.

5. In consideration of the payment of the further sum of One Hundred Sixty-Five and 38/100 Dollars, (\$165.38), the Government further authorizes and permits the State to enter upon said lands and remove the dirt from a strip of land which is a part of the said Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Nine (29), particularly described in said Exhibit "A". The State Agrees to remove the dirt from said strip in such portion as is required to obtain additional material for the construction of said road and that no more dirt will be removed than is necessary for such purpose; and that such dirt shall be removed in a good and workmanlike manner and that the borrow pit formed by such removal will be graded to drain in order to avoid the formation of a mudhole.

6. The State shall hold and save the Government harmless from liability of any nature, and shall pay for any damages occurring to persons, and crops, buildings, fences and other property, for or on account of the construction and maintenance by the State of the said highway.

7. In consideration of the granting of this easement, the State further agrees to reconstruct and replace the fence now located on said premises at a place parallel to said highway along the common boundary of said highway and the property belonging to the Government, within a reasonable time after the highway grading operations herein contemplated have been completed.

8. The Government, its nominees and assigns, may assign any or all of the rights or interests of the Government under this agreement without the consent of the State.

9. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

WITNESSES:

Vivia Adelle Ford

Violet Loucks

WITNESSES:

Mabel Porter

THE UNITED STATES OF AMERICA

BY C. B. Raeburn

J.C.B.

DEPARTMENT OF ROADS AND IRRIGATION
OF THE STATE OF NEBRASKA

BY Wardman M. Scott
State Engineer and Secretary of the
Department of Roads and Irrigation

ACKNOWLEDGMENTS

UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA

I, the subscriber, a notary public in and for the District of Columbia, hereby certify that on the date hereof, personally appeared C.B. Baldwin, personally known to me to be the Administrator of the United States Department of Agriculture, and duly acknowledged the foregoing instrument to be the act and deed of the United States of America and that he executed and delivered the same for and on behalf of the United States of America by virtue and in pursuance of authority duly conferred upon him.

Given under my hand and seal this 14 day of April, 1943.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
 on 14 day of April, 1943 at 10:16 A.M.
 Thomas I. O'Connor, Register of Deeds. #160

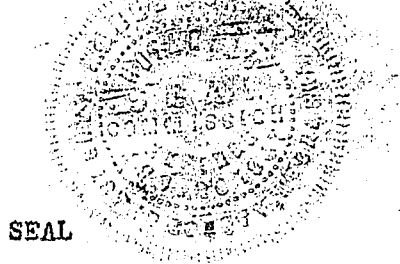
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 JUL 5 10 16 AM '43
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBRASKA

My Commission Expires: Sept 30 - 1945

STATE OF NEBRASKA
COUNTY OF LANCASTER) SE

On this 23 day of December, 1942, before me a Notary Public within the aforesaid County and State, personally appeared Wardner G. Seath, known to me to be the State Engineer and Secretary of the Department of Roads and Irrigation of the State of Nebraska and duly acknowledged the foregoing instrument to be the act and deed of the State of Nebraska, and that he executed and delivered the same for and on behalf of the State of Nebraska by virtue and in pursuance of authority duly conferred upon him.

Given under my hand and official seal this 23 day of December, 1942.



Mabel Porter
Notary Public

SEAL
My Commission Expires:

1. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
2. day July, 1943 at 10:16 A.M. Thomas I. O'Connor, Register of Deeds. #160