

Entered in Numerical Index and Filed for Record in the Register of Deeds Office of said County of Platte, State of Nebraska, this...16th day of August, A. D., 1990, at 12:30, Block P. M., Recorded in Book 81 of Misc. Register of Deeds Del-City of Columbus, City Fee \$ 20.50

**EASEMENT AGREEMENT**

This Agreement made this 16th day of August, 1990, by and between RISC, Inc., hereinafter referred to as "Grantor," and the City of Columbus, Nebraska, a municipal corporation in the County of Platte and the State of Nebraska, hereinafter referred to as "City."

**WITNESSETH:**

1. Grantor hereby grants, releases, assigns, sets over, sells and quitclaims unto City a perpetual right-of-way over and across the land hereinafter specifically described, with the purpose of laying, constructing, maintaining, and repairing the sanitary sewer main and for ingress and egress for those purposes necessarily or conveniently incident to the City's installation and maintenance of the sanitary sewer main.

2. Land over and across which said easement and right-of-way is granted is described as follows, to wit:

A tract of land located in the SE1/4 of the SE1/4 of the SW1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska. This tract of land is also known as Outlot 33 of the City of Columbus, Nebraska.

More particularly described as commencing at a point 40' East of the NE Corner of Lot 8, Block 139, Original City of Columbus, Nebraska. Thence 180' North, parallel along the East line of 12th Avenue to a point, thence East 10' to a point, thence South 180' to a point, thence West 10' to the point of beginning containing 0.04 acres more or less.

3. City is to have and to hold the above-described land for the uses and purposes herein set forth in perpetuity.

4. Grantor hereby agrees that they, and their grantees, successors and assigns, will permit the City by and through its proper officers, agents, or employees at any and all times, when necessary and convenient so to do, to go over and upon the above-described land in order to perform any and all acts necessary or convenient for the City in order to construct, maintain or repair the lines and to properly carry into effect the purposes for which these grants and easements are made.

5. Grantor agrees not to molest, disturb or in any manner interfere with the City's officers, agents or employees in regard to laying, constructing, maintaining or repairing said lines.
6. The above-described easement shall be kept by Grantor in such condition at all times that City by and through his proper officers, agents or employees can enter upon the land without hindrance or obstruction to construct, maintain and repair said lines.
7. The consideration supporting this Agreement is the sum of One Dollar (\$1.00) in hand paid by City to Grantor, receipt of which is hereby acknowledged, and the increase in value of the above-described property pursuant to the City's improvements thereon.
8. Grantor, its grantees, assigns and successors hereby releases City, its agents, employees, successors and assigns from any and all liability for any damage to said easement areas described herein and to the lands abutting and adjoining said easement areas and all improvements located thereon or therein and owned by Grantor resulting from the conveyance made herein and the construction and maintenance of said lines and appurtenant equipment provided City, its agents, employees, successors and assigns shall, as soon as practicable after construction of said improvements and all subsequent repairs, replacements, alterations and care thereunto, restore all of said easement areas and abutting adjoining lands and improvements located thereon or therein and owned by Grantor to a neat and presentable condition or condition equal to that just prior to said damage.
9. This Agreement and covenants contained herein shall run with the land and are binding upon the grantees, successors and assigns of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this

(Continued on next page)

Agreement as of the day and year first above written.

CITY OF COLUMBUS, NEBRASKA

BY [Signature]  
LARRY MARIK, Mayor

ATTEST:

[Signature]  
CITY CLERK-TREASURER

RISC, INC.

BY [Signature]  
ITS PRESIDENT

WITNESS:

[Signature]

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF PLATTE )

Before me, a notary public qualified for said county, personally came Linda L. Walters President of RISC, Inc., known to me to be the identical person who signed the foregoing Easement Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

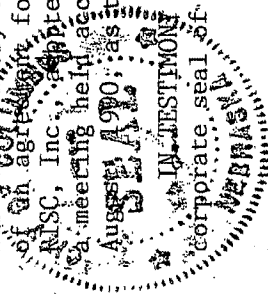
Dated this 9th day of August, 1990.

[Signature]  
Notary Public



CERTIFICATION

I, Linda L. Walters, City Clerk-Treasurer of the City of Columbus, Nebraska, hereby certify the attached is a true and accurate reproduction of an agreement for easement purposes between the City of Columbus and RISC, Inc., as adopted by the Council of the City of Columbus, Nebraska at a meeting held according to law in Columbus, Nebraska on the 6th day of August, 1990, as the same appears on file and on record in this office.



[Signature]  
City Clerk-Treasurer  
City of Columbus, Nebraska

(CITY OF COLUMBUS NEBRASKA SEAL)

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RESOLUTION NO. R-90 - 63

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO APPROVE THE EASEMENT AGREEMENT BETWEEN THE CITY OF COLUMBUS, NEBRASKA AND RISC, INC., A CORPORATION GRANTING AN EASEMENT AGREEMENT TO THE CITY OF COLUMBUS, NEBRASKA.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the Easement Agreement between the City of Columbus, Nebraska and Risc, Inc., for an easement upon property owned by Risc, Inc., is hereby approved and the Mayor and City Clerk-Treasurer are hereby authorized, empowered and directed to sign and execute the same.

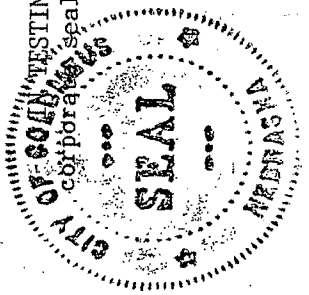
INTRODUCED BY COUNCILPERSON: Jim Dayton  
PASSED AND APPROVED THIS 6th DAY OF August, 1990.  
James J. Walters  
MAYOR

ATTEST:

Linda L. Walters  
CITY CLERK-TREASURER

C E R T I F I C A T I O N

I, Linda L. Walters, City Clerk-Treasurer of the City of Columbus, Nebraska, hereby certify the above is a true and accurate reproduction of Resolution No. R-90-63 adopted by the City Council of the City of Columbus, Nebraska, on the 6th day of August, 1990, as the same appears on file and on record in this office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 16th day of August, 1990.

Linda L. Walters  
City Clerk-Treasurer  
City of Columbus, Nebraska

(CITY OF COLUMBUS NEBRASKA SEAL)