

A G R E E M E N T

THIS AGREEMENT Made and entered into this 13th day of June, 1949, by and between Sanitary District Number One of Lancaster County, Nebraska, a public corporation, first party, and Ames V. Olsen, second party, WITNESSETH:

WHEREAS, the parties hereto are the owners of all that part of Near-by Addition, a subdivision in the Northeast Quarter ($\frac{NE}{4}$) of Section Thirteen (13), Township Ten (10), North Range Six (6) East of the 6th P. M. Lancaster County, Nebraska, which has not heretofore been vacated, and,

WHEREAS, the parties are desirous of vacating said remaining portion of said Near-by Addition and to fix and determine their respective rights and the boundaries pertaining thereto,

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The parties shall join in a petition to the Board of County Commissioners of Lancaster County, Nebraska, for such vacation.

2. In event of said vacation second party shall have title to all of 25th Street, and in addition thereto the East Half of 24th Street south of what is now Lot 45, Block 19, Nearby Addition, also the South Half of Jeanette Street extended west from 24th Street, all of the alley in Block 19 south of said Lot 45, Block 19, all of the alley in Block 17, and all of 26th Street and Jeanette Street abutting on Block 17.

3. First party shall receive title to the West Half of 24th Street, south of what is now Lot 45, Block 19, Nearby Addition, and the North Half of Jeanette Street extended west from 24th Street. First party shall also receive all of Theresa Street west of 25th Street and 24th Street from the south line of said Lot 45, Block 19, Nearby Addition, to the north boundary of Theresa Street, all of the alley in Block 19 north of the south line of Lots 4 and 45, Block 19.

4. It is further agreed that Theresa Street from the west line of 25th Street to the west line of 27th Street shall not be vacated but shall continue and remain a public thoroughfare.

5. It is understood and agreed by and between the parties that first party is now the owner of two sewers located in Jeanette Street as it now exists and as it heretofore existed prior to previous vacations, said sewers extending from the west line of 27th Street in Jeanette Street and on to the Sewage Disposal Plant of said first party. First party shall retain an easement for the purpose of repair and reconstruction of said existing sewers and for the construction of additional sewers as the same may be required, provided that in event second party hereafter furnishes an easement from 27th Street over and across property owned by him for an additional sewer if and when the same becomes necessary, and provided further that said routing is satisfactory to the Engineer of first party, then in that event first party agrees that it will not construct additional sewers in what is now known as Jeanette Street.

6. Upon full compliance with this agreement, and in event of said vacation, second party agrees to convey to first party the West 21 ft. of the East Half of vacated 24th Street from the south line of Lot 45, Block 19, to the center line of Jeanette Street, for a consideration of \$1.00.

7. Both parties agree to execute any necessary quitclaim deeds or other instruments to carry this contract into effect.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

Witness:

J. C. Kelsey

SANITARY DISTRICT NUMBER ONE OF LANCASTER COUNTY, NEBRASKA

By R. J. Davis
President & Chairman

Emmett J. Johnson
Secretary and Clerk of First Party

Max Kress

Frank J. Olson
Second Party

STATE OF NEBRASKA () SS
LANCASTER COUNTY ()

On this 13th day of June, 1949, before me, the undersigned, a notary public in and for said county, personally came Henry J. Ames, President and Chairman, and Ernest J. Johnson, Secretary and Clerk, respectively, of Sanitary District Number One of Lancaster County, Nebraska, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said Sanitary District Number One of Lancaster County, Nebraska, and that the corporate seal of said Sanitary District Number One of Lancaster County, Nebraska, was thereto affixed by its authority.


Max Kier
Notary Public

STATE OF NEBRASKA () SS
LANCASTER COUNTY ()

On this 6 day of July, 1949, before me, the undersigned, a notary public duly commissioned and qualified for and residing in said county, personally came Ames V. Olson to me known to be the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed.


Max Kier Notary Public

Commission expires Mar. 8, 1950

INDEX - 32. 31-32
GENERAL INDEX 10
COMPARE
PAGES

The undersigned Lena C. Erskine, holder of an option
from the said Ames V. Olson to purchase a portion of said
Near-by Addition, and in addition a portion of Lot 51,
Irregular Tracts, in the Northeast Quarter of Section 13,
Township 10, North Range 6, East of the 6th P. M. Lancaster
County, Nebraska, acknowledges receipt of a copy of the fore-
going agreement and agrees to be bound thereby.

Lena C. Erskine

STATE OF NEBRASKA | ss.
Lancaster County |
Entered on Numerical Index and
Filed for record in the Register of
Deeds Office of said County, the
21st day of July 1947
at 9 o'clock A.M.
Book 61
Minutes 160
Attest: John H. Johnson Deputy
Registrar of Deeds