33-15-11

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EASEMENT

THIS AGREEMENT made and entered into by and between JOHN A. WIEBE and HARRIET K. WIEBE, husband and wife, joint tenants, hereinafter referred to as Grantors, and HARRIET K. WIEBE, hereinafter referred to as Grantee;

WITNESSETH:

WHEREAS, Grantors are the owner of the Northeast Quarter of

Section 33, Township 15 North, Range 11 East of the 6th P.M.,

Douglas County, Nebraska, excepting a tract of land within said Quarter

owned by Grantee and legally described as:

That part of the Northeast Quarter of Section 33, in Township 15 North, Range 11 East of the Sixth Principal Meridian, more particularly described as follows: Commencing at the North Quarter Corner of said Section 33, Township 15 North, Range 11 East of the 6th P.M., thence South 00 05' East a distance of 33.3 feet, thence South 880 35' East to a point 64.8 feet South of the North section line a distance of 771.4 feet; thence South a distance of 686 feet; thence East a distance of 250 feet to the point of beginning; thence South a distance of 170 feet; thence East a distance of 235 feet; thence North a distance of 235 feet; thence West a distance of 170 feet; thence South 450 00' West a distance of 91.91 feet to the point of beginning, all located in Douglas County, Nebraska.

Said land of Grantors being hereinafter referred to as Tract A; and

WHEREAS, Grantee is the owner of the above-described tract not owned by Grantors, said Grantee's tract being hereinafter referred to as Tract B; and

WHEREAS, Grantors wish to grant and convey to Grantee a gas line and general utility easement in and over Tract A to Tract B;

NOW, THEREFORE, for one dollar (\$1.00) and other valuable consideration paid by Grantee to Grantors, the receipt whereof is hereby acknowledged by Grantors, Grantors grant and convey to Grantee a perpetual gas line easement and a perpetual general utility easement

including electric power line easement in and over Tract A to Tract B, each not to exceed ten (10) feet in width, as follows:

At the present location of the gas line and the electric power line including the rights for any repair, maintenance, or replacement of same provided, however, that at their expense the owners of Tract A shall be permitted at any time to provide said gas line, electric power line, and/or other utility services to Tract B from any substituted location on Tract A including under the area described in the perpetual roadway easement recorded in Book 368, Page 141, of Miscellaneous Records in the office of the Register of Deeds, Douglas County, Nebraska.

IN WITNESS WHEREOF, Grantors have hereunto affixed their hands at Omaha, Nebraska, this 31st day of May, 1976.

John A. Wiebe

Harriet K. Wiebe

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

Before me, the undersigned notary public, appeared JOHN A. WIEBE and HARRIET K. WIEBE, personally known to me, who each being first duly sworn, did each depose and say that he (she) executed the aforesaid Easement as his (her) voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at Omaha, Nebraska, this 31st day of May, 1976.

DAVID L. WOLFE GENERAL NOTARY State of Nebraska My Commission Expires August 19, 1977

Notary Public

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 25

29 DAY OF HEAL 19 AT 10:14 M. C. HAROLD OSTLER, REGISTER OF DEEDS