

A G R E E M E N T

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of March, 1968, by and between PENNIE Z. DAVIS and FLORENCE C. DAVIS, husband and wife, hereinafter referred to as "the Davises"; FOXLEY & CO., a Nebraska corporation, hereinafter referred to as "Foxley"; and THE OMAHA NATIONAL BANK and EILEEN C. FOXLEY, Trustees under the Will of William J. Foxley, Deceased, hereinafter referred to as "the Trustees".

## W I T N E S S E T H:

WHEREAS, Foxley is the owner of the following described real estate situated in Douglas County, Nebraska, to-wit:

A ten-foot wide strip of land located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 6, Township 14 North, Range 13, East of the 6th P.M., in Douglas County, Nebraska, the centerline of which is described as follows (South right-of-way line of "I" Street assumed East-West in direction): Beginning at a point on the South right-of-way line of "I" Street, said point being S 03° 34' 25" E, 16.53 feet from the intersection of the centerlines of 56th Street and "I" Street; thence continuing S. 03° 34' 25" E, a distance of 76.17 feet.

(hereinafter referred to as "Parcel A"); and

WHEREAS, the Trustees are the owners of the following described real estate situated in Douglas County, Nebraska, to-wit:

A ten-foot wide strip of land located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 6, Township 14 North, Range 13, East of the 6th P.M., in Douglas County, Nebraska, the centerline of which is described as follows (South right-of-way line of "I" Street assumed East-West in direction): Beginning at a point on the North property line, said point being S. 03° 34' 25" E, 92.7 feet from the intersection of the centerlines of 56th Street and "I" Street; thence continuing S. 03° 34' 25" E, a distance of 50.99 feet to a point on the North right-of-way line of the Chicago & Northwestern Railway.

(hereinafter referred to as "Parcel B"); and

WHEREAS, the Davises are the owners of a portion of the following described real estate situated in Douglas County, Nebraska, to-wit:

That part of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 6, T 14 N, R 13 E, of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point on the North R.O.W. line of "L" Street, 60.1 feet North of and 1321.5 feet West of the center of said Section 6; thence Easterly, along the North R.O.W. line of said "L" Street, 854.8 feet; thence Northerly on a deflection angle to the left of 86° 27' 40", 406.7 feet; thence Easterly, 441.7 feet to a point on the Westerly R.O.W. line of 52nd Street; said point being 466.4 feet Northerly and 25.0 feet Westerly of the center of said Section 6; thence Northerly along the Westerly R.O.W. line of said 52nd Street, 674.5 feet to the point of intersection with the Southerly R.O.W. line of the C&NW Railroad; thence Westerly, along the Southerly R.O.W. line of said C&NW Railroad, 424.5 feet; thence Southerly on a deflection angle to the left of 90 degrees, 50 feet to a point on the Southerly R.O.W. line of said C&NW Railroad; thence Westerly, along the Southerly R.O.W. line of said C&NW Railroad, 651.4 feet to a point of curve; thence Northwesterly, along the Southerly R.O.W. line of said C&NW Railroad, on a curve to the right (radius being 1532.69 feet) for an arc distance of 248.34 feet; thence Southerly, 989.2 feet to the point of beginning.

(hereinafter referred to as "the Davis Tract") and desire an easement to install, construct, operate, repair, replace and maintain a sewer line in and under the surface of Parcels A and B to serve all of the Davis Tract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Foxley hereby grants unto the Davises a permanent and exclusive easement to install, construct, operate, repair, replace

and maintain a sewer line in and under the surface of Parcel A. Foxley further grants unto the Davises a temporary easement to go upon the surface of the land lying twenty (20) feet on either side of Parcel A, said temporary easement to endure for the period beginning on the date hereof and ending thirty (30) days after the completion of the initial installation of said sewer line. Said easements are shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Trustees hereby grant unto the Davises a permanent and exclusive easement to install, construct, operate, repair, replace and maintain a sewer line in and under the surface of Parcel B. The Trustees further grant unto the Davises a temporary easement to go upon the surface of the land lying twenty (20) feet on either side of Parcel B, said temporary easement to endure for the period beginning on the date hereof and ending thirty (30) days after the completion of the initial installation of said sewer line. Said easements are shown on Exhibit "B" attached hereto and by this reference made a part hereof.

3. In consideration of the granting of said easements, the Davises agree to pay concurrently with the execution of this Agreement the sum of Five Hundred Dollars (\$500.00) to Foxley and the further sum of Five Hundred Dollars (\$500.00) to the Trustees.

4. Foxley and the Trustees hereby severally reserve the right at any time to construct a railroad spur track over, upon and across Parcels A and B, respectively; and the Davises hereby covenant and agree that said sewer line will be constructed in a manner that will permit the subsequent construction of said railroad spur track over said sewer line.

5. In further consideration of the granting of said easements, the Davises hereby agree with Foxley and the Trustees that Foxley and the Trustees, and their successors and assigns, shall jointly have the right at any time after the construction of said sewer line to make up to four connections to said sewer line without cost, each of which connections shall serve no more than one structure. Foxley, the Trustees and their respective successors and assigns may apportion the connection privileges granted by this paragraph among themselves and their respective successors and assigns as they deem appropriate.

6. The Davises agree that they will not object to any request by Foxley and/or the Trustees for the vacation by appropriate governmental authorities of 56th Street as now platted between "I" and "F" Streets in Douglas County, Nebraska; provided, that any such vacation shall be upon the express conditions (1) that the easement rights herein granted to the Davises and the sewer line to be constructed by the Davises in a portion of said 56th Street shall not in any way be interfered with, eliminated or diminished, and (2) that the Davises shall at all times have an easement in any portion of said 56th Street which may be vacated, such easement to be for the purpose of operating, maintaining, repairing and replacing the sewer line constructed or to be constructed therein by the Davises.

7. Neither failure nor delay on the part of any of the parties hereto to exercise any right, power or privilege herein provided for shall operate as a waiver or release of such right, power or privilege.

8. The Davises shall have the right at any time to permit connections into said sewer line to serve areas other than the Davis Tract, but the provisions of this paragraph shall not be

construed as the granting of any easements other than those hereinbefore expressly granted by Foxley and the Trustees.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and the successor owners of Parcel A, Parcel B and the Davis Tract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Pennie Z. Davis  
Pennie Z. Davis

Florence C. Davis  
Florence C. Davis

FOXLEY & CO., a corporation

By: W. C. Foxley  
Vice-President

Eileen C. Foxley  
Eileen C. Foxley, Trustee

THE OMAHA NATIONAL BANK, Trustee

By: Thomas R. Moore  
Vice-President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of March, 1968, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named PENNIE Z. DAVIS and FLORENCE C. DAVIS, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and severally acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my Hand and Notarial Seal at Omaha in said County on the day and year last above written.

Howard L. Kaslow  
Notary Public

My Commission Expires:

July 27, 1970

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 1 day of March, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said County, personally came WILLIAM C. FOXLEY, Vice-President of FOXLEY & CO., a corporation, to me personally known to be the Vice-President and the identical person whose name is affixed to 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 said corporation and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my Hand and Notarial Seal at Omaha, in said County on the day and year last above written.

My Commission Expires:

2-13-72

James B. Lush  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 7 day of March, 1968, before me, the undersigned, a Notary Public in and for said County, personally came THOMAS N. MOORE, Vice-President of THE OMAHA NATIONAL BANK, a National Banking Association, to me personally known to be the Vice-President and the identical person whose name is affixed to the foregoing instrument, and acknowledged its execution to be his voluntary act and deed as such officer and the voluntary act and deed of THE OMAHA NATIONAL BANK, as Trustee under the Will of William J. Foxley, Deceased, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my Hand and Notarial Seal at Omaha, in said County on the day and year last above written.

My Commission Expires:

4-11-69

James B. Lush  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

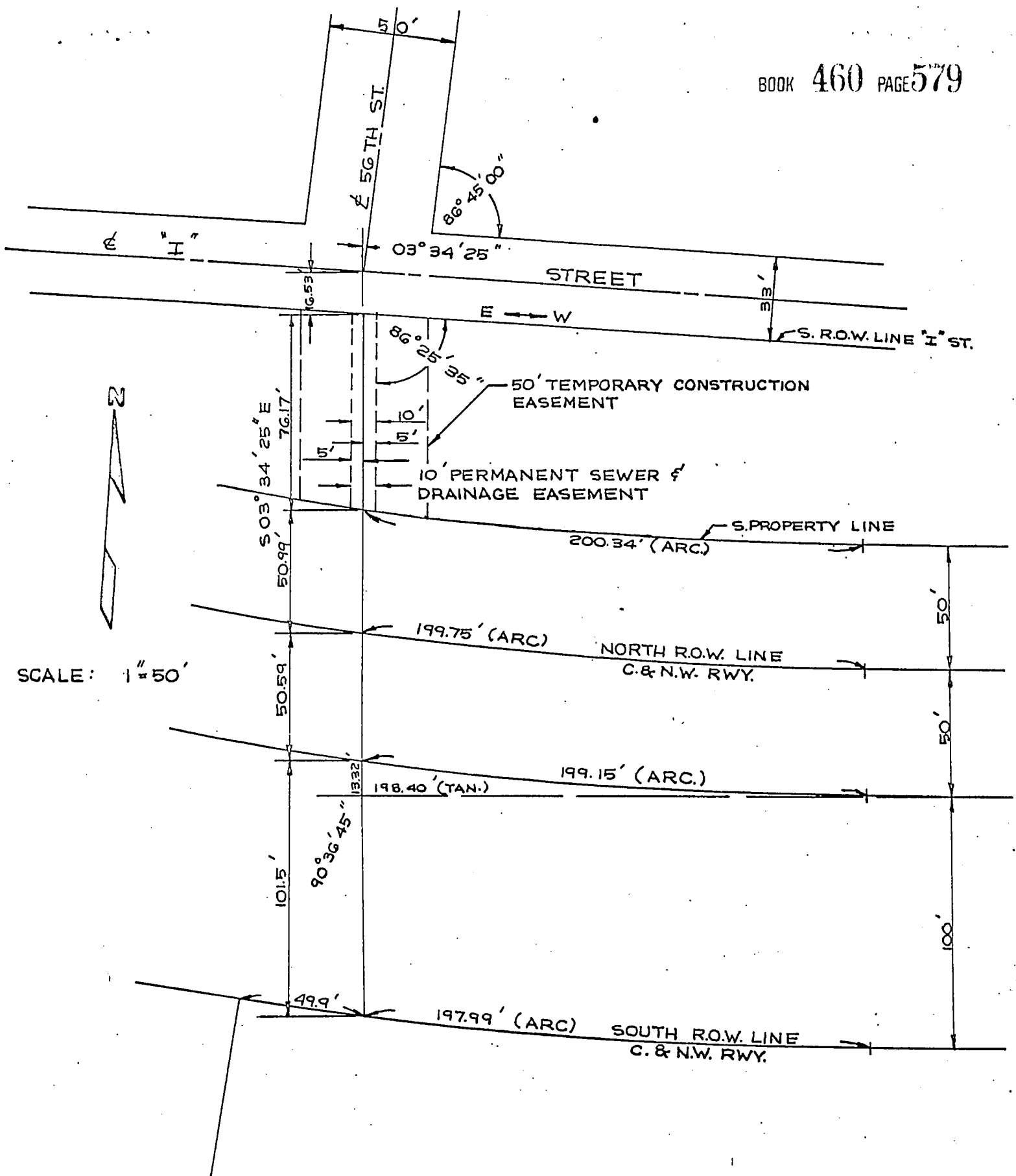
On this 7 day of March, 1968, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named EILEEN C. FOXLEY, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as a Trustee under the Will of William J. Foxley, deceased, and acknowledged the execution of said instrument to be her voluntary act and deed as such Trustee.

WITNESS my Hand and Notarial Seal at Omaha in said County on the day and year last above written.

My Commission Expires:

2-13-72

James B. Lush  
Notary Public

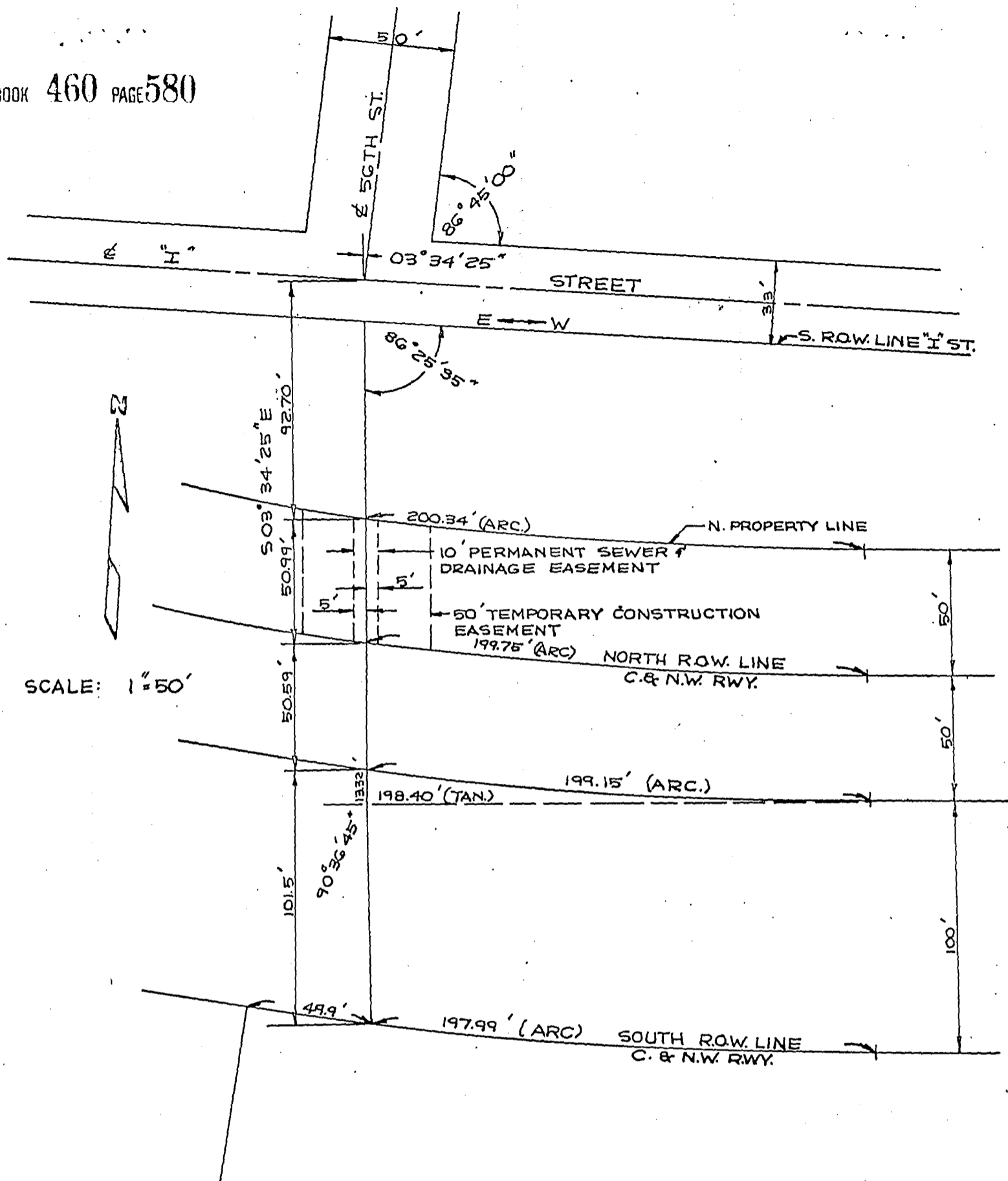


GRANT. Foxley and Company

GRANTEE. Pennie Z. Davis

LEGAL DESCRIPTION: A 10' wide PERMANENT SEWER AND DRAINAGE EASEMENT, and 50' wide TEMPORARY CONSTRUCTION EASEMENT, being located in the NW 1/4 of Section 6, T 14 N, R 13 E of the 6th P.M., in Douglas County, Nebraska, the centerline thereof being described as follows: (South R.O.W. line of "I" Street assumed East-West in direction.)

Beginning at a point on the South R.O.W. line of "I" Street, said point being S 03° 34' 25" E, 16.53 feet from the intersection of the centerlines of 56th Street and "I" Street; thence continuing S 3° 34' 25" E, a distance of 76.17 feet.



GRANTOR: Eileen Foxley and Omaha National Bank, Trustee

GRANTEE: Pennie Z. Davis

LEGAL DESCRIPTION: A 10' wide PERMANENT SEWER AND DRAINAGE EASEMENT, and a 50' wide TEMPORARY CONSTRUCTION EASEMENT being located in the NW 1/4 of Section 6, T 14 N, R 13 E of the 6th P.M., in Douglas County, Nebraska, the centerline thereof being described as follows: (South R.O.W. line of "I" Street assumed East-West in direction.)

Beginning at a point on the North property line, said point being S 03° 34' 25" E, 92.7 feet from the intersection of the centerlines of 56th Street and "I" Street; thence continuing S 3° 34' 25" E, a distance of 50.99 feet to a point on the North R.O.W. line of C&N.W. Railway.

14. CHANGED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 13 DAY March 1968 AT 1:19 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 14.50