

W-872

EASEMENT

THIS EASEMENT AGREEMENT made this 1st day of April, 1973, by and between COUNTRY LANDS, INC., a Nebraska corporation, hereinafter called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 1, WASHINGTON COUNTY, STATE OF NEBRASKA, hereinafter called "District":

W I T N E S S E T H I

1. That the Grantor, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to it in hand paid by District, receipt of which is hereby acknowledged, does hereby give, grant, sell, convey and confirm unto District and its assigns forever a perpetual easement over, on, and under the property described in Exhibit "A" as the permanent easement, which Exhibit "A" is attached hereto and by this reference made a part hereof, and the right to use, construct, build, lay and maintain a Water Main for the passage of water, through, over and under the parcel of land described in said Exhibit "A" as the permanent easement.

2. For the further consideration of the payment of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, sell, convey and confirm unto District and its assigns, a temporary construction easement over, on, and under the land described on Exhibit "A" as the temporary easement.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a Water Main, together with other necessary appurtenances, and the transmission through the said water main of water from or to property now or hereinafter embraced within the boundaries of District, its successors or assigns, or embraced within areas which District, its successors or assigns, shall now or shall hereinafter become obligated to serve by contract or other agreement. The exact location of said water main in the perpetual easement way shall be fixed and determined by District.

4. By accepting the foregoing permanent easement, District agrees to pay all costs of construction of said water main; to properly tamp and backfill all trenches; to repair all fences which might be damaged in connection with said construction, maintenance or repair work and to replace the soil as nearly as practicably possible to its original condition. District specifically agrees that in backfilling all trenches and in performing any other work on conjunction with the construction of the water main contemplated hereunder, District shall restore as nearly as practicable any private road on the property concerning which the easement herein is granted to conditions substantially equal to the condition of any said private road as same now exist; and District further agrees that in the event any sinking shall occur in any said trench within eighteen months of the date of completion of the construction of said water main contemplated hereunder, District shall fill any trenches in which sinking may occur and if such sinking occurs on any private road, District shall take appropriate steps not only to fill said areas where sinking has occurred, but shall also take appropriate steps to see that the surface of the road is restored to conditions substantially equal to those now existing.

5. Said permanent easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time and from time to time or if any portion of said water main needs to be reconstructed at any time, District shall make good to the Grantor or its successors or assigns, any and all damages that may be done by said changes, alterations, repairs or reconstruction.

6. Grantor, its successors or assigns, shall not build, create, construct or allow to be built, created or constructed any buildings, improvements or other structure at any point on the strip of land on which District has permanent easement rights, except the construction of streets, driveways, sidewalks and surfacing for parking, which shall be permitted.

7. The scope and purpose of said temporary construction easement is solely for the operation of draglines, machinery, movement of equipment and all other things necessary or advisable and required for the construction of the water main on the above-described permanent easement; that said temporary construction easement is to be effective from date hereof and shall continue until all construction has been completed in the permanent easement above described.

8. It is noted that the District will build in the permanent easement a well and pump-house together with facilities for the storage of water, including pressure tanks. The rights granted to the District hereunder shall include:

- a) The right to build upon the permanent easement the facilities described in this paragraph or any preceding paragraph of this easement;
- b) The right of ingress and egress on, over and under the permanent easement for any and all purposes in connection with the use and/or maintenance of said facilities.

Executed the day and year first above written.

ATTEST: COUNTRY LANDS, INC.

[Signature] Secretary By: [Signature] President

STATE OF NEBRASKA)
) SS
 COUNTY OF DOWNEAS)

On this 21 day of May, 1973, before me, the undersigned, a Notary Public in and for said County, personally Samuel J. [Signature], President of Country Lands, Inc., to me personally known to be the President and identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by his authority.

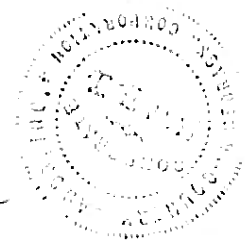
Witness my hand and notarial seal at Omaha in said county the day and year last above written.

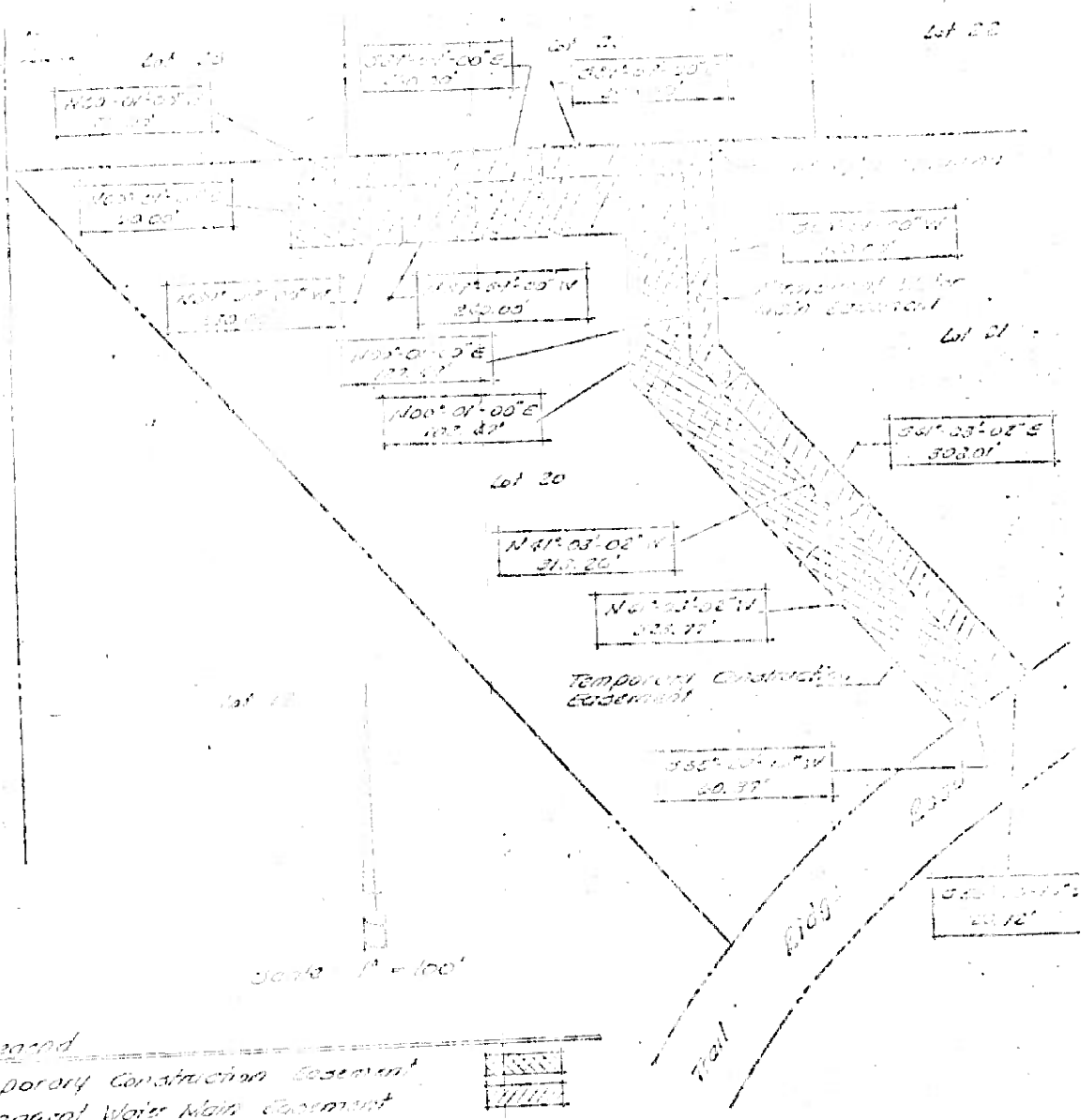
[Signature]
 Notary Public

My commission expires:

May 15 1973

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 778
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 21 DAY OF May A.D. 1973
 AT 12:17 O'CLOCK P.M. AT [RECORDED IN BOOK
100 AT PAGE 72 OF 173
 COUNTY CLERK [Signature]
 DEPUTY [Signature]

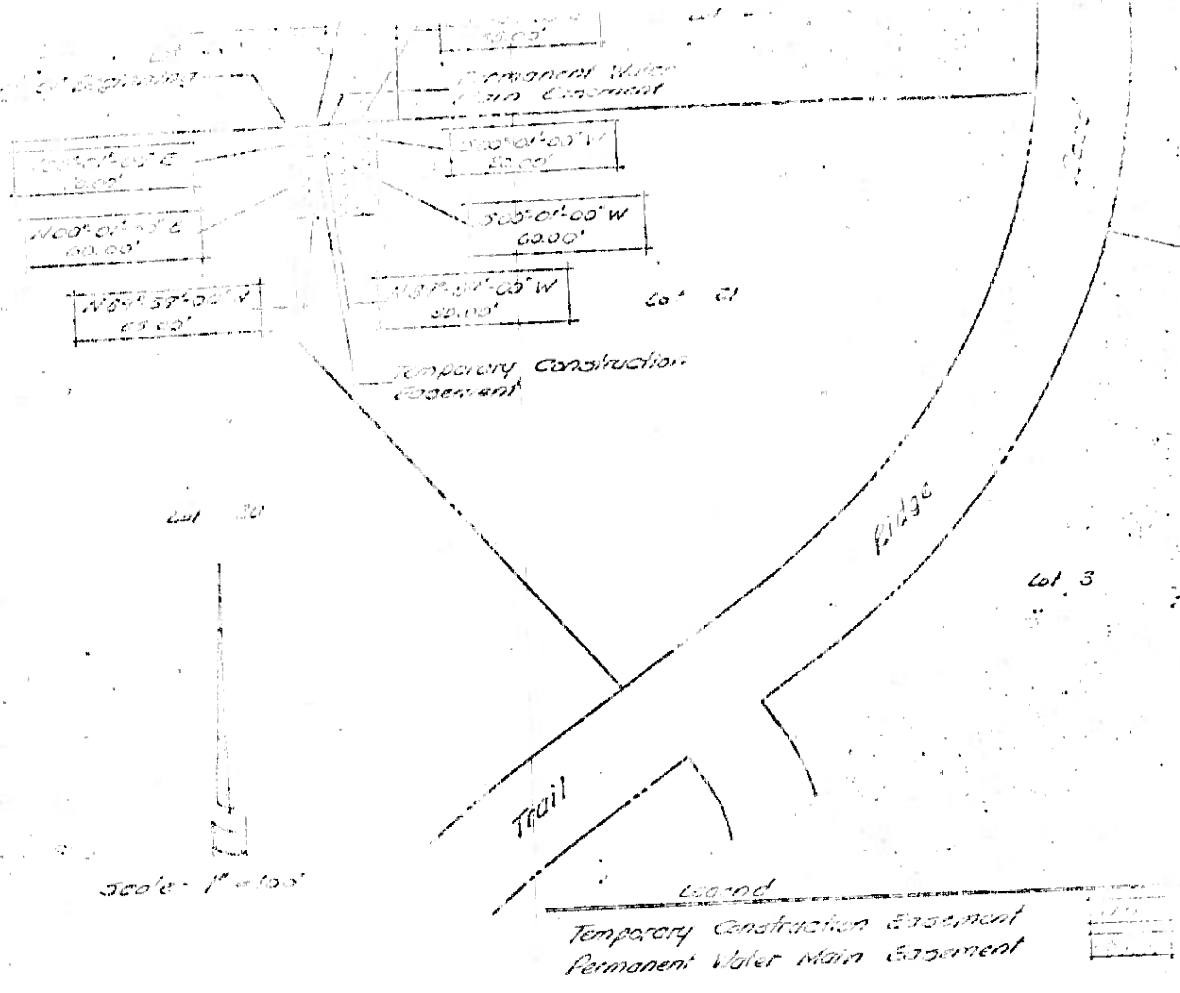




Lead
 Temporary Construction Easement
 Sanitary and Improvement District No. 1 Easement

DESCRIPTION
 A 20 foot wide Vacant Easement located in Lot 20, Country Lario, District No. 1, Washington County, Nebraska more particularly described as follows: Beginning at the Northeast corner of said Lot 20; thence S 41° 01' 02" E on said East line of Lot 20 (the East line of said Lot 20) 140.00 feet; thence S 55° 20' 16" W on the South line of said Lot 20 to the SE corner of said Lot 20; thence S 55° 20' 16" W on the South line of said Lot 20 to the SE corner of said Lot 20; thence S 41° 03' 02" W on a line 20.00 feet West of and parallel to said East line of Lot 20, 140.00 feet; thence N 00° 01' 00" E on a line 20.00 feet West of and parallel to said East line of Lot 20, 127.47 feet; thence N 89° 59' 00" W on a line 20.00 feet South of and parallel to the North line of said Lot 20, 240.00 feet; thence N 00° 01' 00" E, 20.00 feet to a point on the North line of Lot 20; thence S 89° 59' 00" E on said North line of Lot 20, 230.00 feet to the point of beginning. Also, a 60 foot wide Temporary Construction Easement located in said Lot 20 more particularly described as follows: Beginning at the SE corner of said Lot 20; thence N 01° 00" W on the East line of said Lot 20, 140.00 feet; thence S 41° 03' 02" E on said East line of Lot 20, 303.01 feet to the SE corner of said Lot 20; thence S 55° 20' 16" W on the South line of said Lot 20, 60.00 feet; thence N 41° 03' 02" W on a line 60.00 feet West of and parallel to said East line of Lot 20, 313.22 feet; thence N 00° 01' 00" E on said East line of Lot 20, 47 feet; thence N 89° 59' 00" W on a line 60.00 feet South of and parallel to the North line of said Lot 20, 230.00 feet; thence N 00° 01' 00" E, 60.00 feet to a point on the North line of Lot 20; thence S 89° 59' 00" E, on said North line of Lot 20, 220.00 feet to the point of beginning.

Lot: Sanitary and Improvement, District No. 1.



LEGAL DESCRIPTION

Permanent Water Main Easement located in Lot 21, County Lands, a subdivision as surveyed, plotted and recorded in Washington County, Nebraska more particularly described as follows: beginning at the NW corner of said Lot 21; thence S 89° 59' 00" E (assumed bearing) on the East line of said Lot 21, 30.00 feet; thence S 00° 01' 00" W on a line 30.00 feet East of and parallel to the West line of said Lot 21, 20.00 feet; thence N 89° 59' 00" W on a line 20.00 feet East of and parallel to said North line of Lot 21, 30.00 feet to a point on said West line of Lot 21; thence N 00° 01' 00" E on said West line of Lot 21, 20.00 feet to the point of beginning; Temporary Construction Easement located in said Lot 21, more particularly described as follows: beginning at the NW corner of said Lot 21; thence S 89° 59' 00" E on the East line of said Lot 21, 50.00 feet; thence S 00° 01' 00" W on a line 55.00 feet East of and parallel to the East line of said Lot 21, 30.00 feet; thence N 89° 59' 00" W on a line 60.00 feet South of and parallel to said North line of Lot 21, 35.00 feet to a point on said West line of Lot 21; thence N 00° 01' 00" E on said West line of Lot 21, 60.00 feet to the point of beginning.

Author: Sanitary and Improvement District No. 1

Date: