

FOR
TRAC
TIN
TO

ED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SURVEY
SHOWN AND DESCRIBED HEREON WAS DONE UNDER MY PERSONAL SUPERV
INSTRUMENT MARKERS HAVE BEEN PLACED AT THE POINTS INDICATED.

Warren D. Whitaker

WARREN D. WHITAKER
SURVEYOR

ED APPROVAL:

27, A.D., *1978*

WASION WAS
NCTON COUNTY

W. J. ...
L. Peterson



ACKNOW
SEAL
WASHING
OF
AND
STEN IN
WA
MY COM
COUNTY
DPOY D
THIS Y

PLANNING
THIS PLAT
OF THE CITY OF

COUNTY
THIS PLAT

THIS PLAT OF HIGHLAND ESTATES SUBDIVISION WAS
BLAIR, NEBRASKA ON THE 15th DAY OF ~~APRIL~~ MAY, A.D.,

ATTEST:

[Handwritten Signature]

CHIEF CLERK

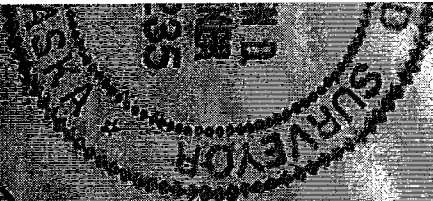
STATE OF NEBRASKA

COUNTY OF

CITY OF

Subdivision

Sec 26, T18N, R11E of
Tom County, Nebraska



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT, ROBERT A. OLSON, LINDA L. OLSON,
JOE J. STEWART AND NINA M. STEWART, BEING THE OWNERS AND PROPRIETORS OF THE
TRACT OF LAND SHOWN AND DESCRIBED HEREOF, HAVE CAUSED THE SAME TO BE SUBDIVIDED
INTO LOTS AND STREETS, NUMBERED AND AMEID AS SHOWN.
IN WITNESS WHEREOF, SAID OWNERS AND PROPRIETORS HAVE CAUSED THESE PRESENTS
TO BE SIGNED THIS 12th DAY OF Sept. A.D. 1935

Robert A. Olson
Linda L. Olson
Joe J. Stewart
Nina M. Stewart

ACKNOWLEDGED AND
SIGNED BY THE
PLATINEE
ON THIS 12th DAY OF
SEPTEMBER 1935
AT THE CITY OF
MILWAUKEE
WISCONSIN
IN THE PRESENCE OF
ME, Notary Public
for the State of
Wisconsin

WASHINGTON COUNTY, STATE OF NEBRASKA

INSTRUMENT NO. 201301140

Karen A. Madsen

REGISTER OF DEEDS

Recorded /
General /
Numerical /
Photostat /
Proofed /
Scanned /

NEBRASKA DOCUMENTARY
STAMP TAX
Date March 20, 2013
\$ Exempt # 2 By CM

FILED

2013 MAR 20 AM 10:23

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

FOR REGISTER OF DEEDS USE ONLY

Return to: Julie Westergren
Nebraska Dept. of Roads, R.O.W.
1500 Highway 2, Box 94759
Lincoln, NE 68509-4759

WARRANTY DEED – INDIVIDUAL (page 1)

PROJECT: 133-3(103)

C.N.: 21791A

TRACT: 59

KNOW ALL MEN BY THESE PRESENTS:

THAT **Cathy J. Ferrone**

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE AND NO/100----(\$1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION** in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real estate situated in **WASHINGTON** County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN LOT 2, HIGHLAND ESTATES SUBDIVISION OF TAX LOT 53 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER QUARTER CORNER OF SAID SECTION 26; THENCE WESTERLY A DISTANCE OF 428.84 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION; THENCE NORTHERLY DEFLECTING 101 DEGREES, 42 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 675.40 FEET TO A POINT ON THE WESTERLY HIGHWAY 133 RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 003 DEGREES, 06 MINUTES, 17 SECONDS LEFT, A DISTANCE OF 77.35 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S) TO THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 158.29 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE WESTERLY DEFLECTING 098 DEGREES, 35 MINUTES, 43 SECONDS LEFT, A DISTANCE OF 62.42 FEET ALONG SAID LINE; THENCE SOUTHERLY

01 140

WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: 133-3(103)

C.N.: 21791A

TRACT: 59

DEFLECTING 086 DEGREES, 56 MINUTES, 31 SECONDS LEFT, A DISTANCE OF 156.74 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE EASTERLY DEFLECTING 093 DEGREES, 03 MINUTES, 29 SECONDS LEFT, A DISTANCE OF 47.12 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY HIGHWAY 133 RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.20 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 2, HIGHLAND ESTATES SUBDIVISION OF TAX LOT 53 SECTION 26, TOWNSHIP 18 NORTH, RANGE 11 EAST, WASHINGTON COUNTY, NEBRASKA:

REFERRING TO THE CENTER QUARTER CORNER OF SAID SECTION 26; THENCE WESTERLY A DISTANCE OF 428.84 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION; THENCE NORTHERLY DEFLECTING 101 DEGREES, 42 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 675.40 FEET TO A POINT ON THE WESTERLY HIGHWAY 133 RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 003 DEGREES, 06 MINUTES, 17 SECONDS LEFT, A DISTANCE OF 77.35 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S) TO THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 158.29 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S) TO THE POINT OF TERMINATION.

PRIOR TO THIS ACQUISITION, THE OWNER HAD NO RIGHT OF DIRECT INGRESS TO OR EGRESS FROM OWNERS PROPERTY TO HIGHWAY 133. OWNERS ROUTE TO HIGHWAY 133 WAS OVER A PRIVATE ROADWAY, PARALLEL TO AND IMMEDIATELY WEST OF HIGHWAY 133, LOCATED WITHIN A PRIVATE RIGHT OF WAY EASEMENT CREATED OR DESCRIBED IN THE INSTRUMENT RECORDED IN BOOK 434, PAGE 713 OF THE REAL ESTATE RECORDS OF WASHINGTON COUNTY, NEBRASKA. OWNERS ROUTE TO HIGHWAY 133 WAS FROM THE PRIVATE ROADWAY SOUTH TO COUNTY ROAD P26 AND EAST TO THE ADJACENT HIGHWAY 133. THIS ACQUISITION CLOSES THE EXISTING INTERSECTION OF THE PRIVATE ROADWAY WITH COUNTY ROAD P26 AND THE STATES PROJECT INCLUDES THE CONSTRUCTION OF AN EXTENSION OF THE EXISTING PRIVATE ROADWAY TO THE NORTH TO A NEW INTERSECTION OF THAT ROADWAY WITH HIGHWAY 133 AT A POINT APPROXIMATELY 1272.09 FEET SOUTH OF THE NORTH LINE OF SECTION 26 AS MEASURED ALONG THE CENTERLINE OF HIGHWAY 133. AFTER THE ACQUISITION, THE RIGHT OF INGRESS TO AND EGRESS FROM OWNERS PROPERTY TO HIGHWAY 133 WILL REMAIN INDIRECT AND IS DESCRIBED AS BEING FROM OWNERS PROPERTY TO THE EXISTING OR RECONSTRUCTED PRIVATE ROADWAY, LOCATED PARALLEL TO AND IMMEDIATELY WEST OF RECONSTRUCTED HIGHWAY 133, THEN TRAVELING NORTH ON THE ROADWAY TO A NEW INTERSECTION OF THE ROADWAY TO RECONSTRUCTED HIGHWAY 133, THE CENTERLINE OF SUCH INTERSECTION BEING APPROXIMATELY 1272.09 FEET SOUTH OF THE NORTH LINE OF SECTION 26 AS MEASURED ALONG THE CENTERLINE OF HIGHWAY 133, AS SHOWN ON THE PLANS FOR PROJECT 133-3(103).

WARRANTY DEED – INDIVIDUAL (page 3)

PROJECT: 133-3(103)

C.N.: 21791A

TRACT: 59

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the premises above described, together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

And the Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 5th day of March, A.D. 2013.

Cathy J. Ferrone
Cathy J. Ferrone

WARRANTY DEED – INDIVIDUAL (page 4)

PROJECT: 133-3(103)

C.N.: 21791A

TRACT: 59

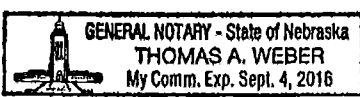
STATE OF Nebraska)
)ss.
Lancaster County)

On this 5th day of March, A.D., 2013, before me, a
General Notary Public, duly commissioned and qualified, personally came _____
Cathy Ferron

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as
Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Thomas A. Weber Notary Public.



STATE OF _____)
)ss.
_____ County)

On this ____ day of _____, A.D., 20____, before me, a
General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as
Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

_____ Notary Public.

200401806
 STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 14th DAY OF April A.D. 2004
 AT 2:31 O'CLOCK P.M. AND RECORDED IN BOOK
 434 AT PAGE 713-714
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Karen Madson

7 13

FILED

04 APR 14 PM 2:31

CHARLOTTE L. PETERSEN
 WASHINGTON COUNTY, CLERK
 BEATRICE, NEBR.

Recorded _____
 General _____
 Numerical _____
 Photostat _____
 Proofed _____

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: Phillip A. Ferrone & Cathy J. Ferrone, husband & wife, hereinafter referred to as **GRANTOR**, by Papio-Missouri River Natural Resources District, a governmental subdivision of the State of Nebraska, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, the **GRANTOR** do hereby grant, bargain, sell, transfer, and convey unto the **GRANTEE**, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines for the transportation of water, and all valves, devices, connections, and other appurtenances thereto (and the right to have the easement corridor free from other structures, trees and shrubs) in, under, over, across, and through the land of the **GRANTOR** in Washington County, Nebraska, described as follows:

Lot 2, Highland Estates Subdivision in Washington County, Nebraska.

The easement corridor is described as the East Sixty Feet (60.0) of the above described property, together with the rights of egress and ingress of adjoining lands of the **GRANTOR**.

The **GRANTOR** waives compliance by the **GRANTEE** with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended).

The **GRANTOR**, for itself and for its successors and assigns, covenants and agrees that **GRANTOR** are the owner of the Easement Area and that it has good right to convey this easement over the same; that said premises are free and clear of all liens and encumbrances, except easements and covenants of record; and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

This Easement shall not pass, nor be construed to pass, to the **GRANTEE**, any fee simple interest or title to the Easement Area. The **GRANTOR** shall have the reserved right to make reasonable non-structural uses of the Easement Area which do not interfere with the **GRANTEE'S** rights under this Easement.

The consideration hereinabove recited shall constitute payment in full for any damages (except for crops) to the land of the **GRANTOR**, his successors and assigns, by reason of the installation, and construction of the structures or improvements

7 13

referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The GRANTEE shall not construct or erect a pump station facility on the GRANTOR'S property.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 31 day of MARCH, 2004.

Philip A. Ferrone GRANTOR

Cathy J. Ferrone GRANTOR

STATE OF NEBRASKA)
COUNTY OF Washington)ss.

On this 31st day of March, 2004, before me, a Notary Public in and for said County, personally came the above named Philip A. Ferrone & Cathy J. Ferrone, husband & wife, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument as GRANTOR, and acknowledged the execution of said instrument to be his (her) (their) voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.

Richard D. Sklenar Notary Public



STATE OF NEBRASKA)
COUNTY OF)ss.

On this ___ day of ___, 20___, before me, a Notary Public in and for said County, personally came the above named ___, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument as GRANTOR, and acknowledged the execution of said instrument to be his (her) (their) voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.

Notary Public

FILED

REGISTER OF DEEDS USE	
06 MAR 27 AM 10:16	
CHARLOTTE L. PETERSEN WASHINGTON COUNTY CLERK BLAIR, NEBR.	
<p style="text-align: center;">200601240</p> <p>STATE OF NEBRASKA COUNTY OF WASHINGTON) 98 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD THIS 27th DAY OF March A.D. 2006 AT 10:16 O'CLOCK A.M. AND RECORDED IN BOOK 484 AT PAGE 303-305 COUNTY CLERK <u>Charlotte L. Petersen</u> DEPUTY <u>Karim Madani</u></p>	<p>Recorded _____</p> <p>General _____</p> <p>Numerical _____</p> <p>Photostat _____</p> <p>Proofer _____</p>

**ASSIGNMENT OF PERMANENT EASEMENTS
BY PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
TO THE CITY OF BLAIR, NEBRASKA**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called "the Assignor") does hereby grant, convey, quitclaim and assign unto **THE CITY OF BLAIR, NEBRASKA** (hereinafter called "the Assignee"), a municipal corporation organized and existing under the laws of the State of Nebraska, and to its successors and assigns, all of the Assignor's right, title, interest, claim and demand, both at law and in equity, of, in and to the following easements and the real estate described therein, together with water mains and other works of improvement located thereon or proximate thereto, now being maintained by the Papio-Missouri River Natural Resources District, to-wit:

An easement over and across a tract of land in the NW ¼ of the SW ¼ and Tax Lot Six, all in Section Twenty-six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 441 at pages 152-154 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot Six (6), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington

County, Nebraska, except the West 175.0 feet, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 717-718 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot Four (4), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 721-722 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot Five (5), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 719-720 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot Three (3), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 723-724 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot Two (2), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 713-714 in the records of the Register of Deeds of said County.

An easement over and across a tract of land identified as Lot One (1), Highland Estates Subdivision in Section Twenty-Six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th p.m., Washington County, Nebraska, more particularly described in the "Right-of-Way Easement" recorded in Book 434 at pages 715-716 in the records of the Register of Deeds of said County.

By its acceptance of this assignment of such easements, the Assignee shall be deemed to have agreed to undertake all the Assignor's duties and obligations associated with such easements, and shall be deemed to have agreed to indemnify, and hold the Assignor harmless, from and against any and all claims, damages, causes of action and expenses arising therefrom.

DATED this 22 day of MARCH 2006.

305

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

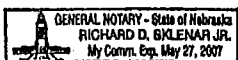
BY *Steven G. Oltmans*
STEVEN G. OLTMANS
General Manager

State of Nebraska)
County of *Sarpy*) ss.

On this *22nd* day of *March*, 2006, before me, a Notary Public, personally came STEVEN G. OLTMANS, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and she acknowledged the same to be his voluntary act and deed and the voluntary act and deed of such district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Richard D. Gklenar Jr.
Notary Public



RIGHT-OF-WAY EASEMENT

1279

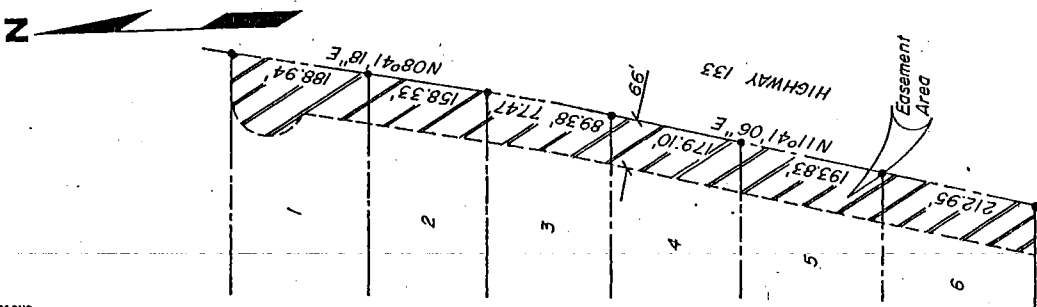
We, Robert A Olsen + Joe Stewart Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Six (6), Highland Estates Subdivision in Washington County,
Nebraska, as surveyed, platted and recorded.

DEC 28 PM 1:23

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 2734
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THE 18th DAY OF Dec. AD 1978
AT 1:23 O'CLOCK P. M. AND IN PUBLIC IN
ROOM 121 AT PAGE 279
COUNTY CLERK Charlotte S. Stieren
DEPUTY

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the
OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its
successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace,
and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:



- CONDITIONS:
- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
 - (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
 - (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
 - (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 15 day of Dec, 1978.

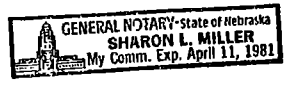
Robert A Olsen
Joe Stewart

STATE OF Nebraska
COUNTY OF Washington

On this 15th day of Dec, 1978,
before me the undersigned, a Notary Public in and for said
County, personally came Robert A Olsen + Joe Stewart

personally to me known to be the identical person(s) who signed the
foregoing instrument as grantor(s) and who acknowledged the execution
thereof to be their voluntary act and deed for the purpose
therein expressed.

Witness my hand and Notarial Seal at _____ in
said County the day and year last above written.



Sharon L. Miller
NOTARY PUBLIC

My Commission expires: _____

Distribution Engineer B.W. Date 12/23/78 Land Rights and Services Bill Date 12/17/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19
Section 26 Township 18 North, Range 11 East Salesman Kuhn Engineer Jones Est. #86030 R.O. # 3444

Recorded ✓
General _____
Numerical ✓
Photostat _____

1279

STATE OF NEBRASKA COUNTY OF WASHINGTON 88 2/68
REGISTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 24 DAY OF Oct. A.D. 19 89.
AT 2:02 O'CLOCK P.M. AND RECORDED IN BOOK
181 AT PAGE 206
COUNTY CLERK Charlotte Peterson
DEPUTY Christy Warner

26 4

Recorded _____
Index _____
Serial _____
Fiscal _____
Total _____

AGREEMENT AND EASEMENT

THIS AGREEMENT AND EASEMENT made this 21st day of October, 1989 by and between Joe G. Stewart and Nina M. Stewart, husband and wife, hereinafter referred to as "Grantors", and Phillip A. Ferrone and Cathy J. Ferrone, husband and wife, as joint tenants, hereinafter referred to as "Grantees", WITNESSETH:

WHEREAS, Grantors are the owners of real estate described as Lot 1 in Highland Estates, a Subdivision in Washington County, Nebraska, and,

WHEREAS, Grantees are the owners of real estate described as Lot 2 in Highland Estates, a Subdivision in Washington County, Nebraska, and,

WHEREAS, Grantors are the owners of a well, casing, pump and engine used in connection therewith and located on the real estate owned by them and described hereinabove, and,

WHEREAS, Grantees are constructing a dwelling on the real estate owned by them and described hereinabove and wish to have use of water from the well owned by Grantors, and,

WHEREAS, Grantors are willing to grant such rights to Grantees on the terms and conditions specified hereinbelow.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Grantors, in consideration of the sum of \$2,000.00 paid to them by Grantees, receipt thereof being herewith acknowledged, subject to the conditions set forth hereinbelow, hereby grant, sell, and convey to Grantees an undivided one-half interest in and to the above-described well, casing, pump, and engine, together

26 4

with the right to take up to one-half of the water from said well and to convey such water from the well to Grantees' real estate described hereinabove by pipe.

2. Grantors further grant to Grantees, for the use of conveying water as above-described, an easement on, in, over, and across a strip of land 15.0 feet in width, the centerline of which shall be the pipe running from Grantees' real estate to the well located on Grantors' real estate, said easement to be for the purpose of constructing, maintaining, and using a water pipe line.

3. Grantors and Grantees, their heirs and assigns, shall bear one-half of all expenses incurred in the maintenance of the well, casing, pump, engine, and all accessories thereto, including replacements, if necessary, and the parties agree that they shall keep and maintain the same in good order so that there will be no leakage or seepage therefrom, or any defects that may cause injury to the land and premises of Grantors.

4. Grantees and Grantors shall share the cost of operations of the well and accessories, as aforesaid, specifically including electricity, in proportion to the amount of water each takes from said well and according to a formula that the parties shall, from time to time, agree upon.

The terms and conditions of this Agreement shall be binding upon the heirs, assigns, and personal representatives of the parties hereto and the easement rights granted hereby shall run with the land.

2664

Joe G. Stewart
JOE G. STEWART, GRANTOR

Nina M. Stewart
NINA M. STEWART, GRANTOR

Phillip A. Ferrone
PHILLIP A. FERRONE, GRANTEE

Cathy J. Ferrone
CATHY J. FERRONE, GRANTEE

STATE OF NEBRASKA)
) :ss:
WASHINGTON COUNTY)

On this 21st day of October, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Joe G. Stewart and Nina M. Stewart, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

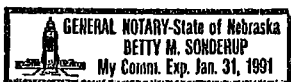


Betty M. Sonderup
NOTARY PUBLIC

STATE OF NEBRASKA)
) :ss:
WASHINGTON COUNTY)

On this 21st day of October, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Phillip A. Ferrone and Cathy J. Ferrone, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Betty M. Sonderup
NOTARY PUBLIC

2665

177-188

EASEMENT AND MAINTENANCE AGREEMENT

CHANCERY DEPARTMENT
WASHINGTON COUNTY, NEBRASKA
LAW OFFICE

1989 MAY 15 PM 1:57

FILED

This Agreement made April 26th, 1989 between JOE G. STEWART and NINA M. STEWART, Husband and Wife, hereinafter referred to as "Stewarts", PHILIP A. FERRONE and CATHY J. FERRONE, Husband and Wife, hereinafter referred to as "Ferrones", ETHEL L. ANDERSON, a single person, and MARTEN HOWARD ANDERSON, hereinafter referred to as "Andersons", TIMOTHY L. OTT and ANNETTE T. OTT, Husband and Wife, hereinafter referred to as "Ott's", FRED J. CARRITT and MARLA K. CARRITT, Husband and Wife, hereinafter referred to as "Carritts", GLENN A. NELSEN and DIANA M. NELSEN, Husband and Wife, hereinafter referred to as "Nelsens".

RECITALS

The parties hereto have an interest in adjoining real estate situated in Highland Estates Subdivision, a Subdivision of Tax Lot Fifty-three (53), Section Twenty-six (26), Township Eighteen (18) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska, and described, respectively as follows:

<u>Name</u>	<u>Lot Number</u>
Joe G. Stewart and Nina M. Stewart	Lot 1
Philip A. Ferrone and Cathy J. Ferrone	Lot 2
Ethel L. Anderson and Marten Howard Anderson	Lot 3

Timothy L. Ott and Annette T. Ott	Lot 4
Fred J. Carritt and Marla K. Carritt	Lot 5
Glenn A. Nelsen and Diana M. Nelsen	Part of Lot 6

The parties hereto desire to confirm in writing the existence of the sixty-six (66) foot access easement on the east side of each respective lot described hereinabove and further desire to grant and convey said easement and enter into a Maintenance Agreement for maintenance of said access road.

For good and valuable consideration and the mutual promises herein, the parties hereto agree as follows:

1. CONVEYANCE OF EASEMENT: Stewarts, Ferrones, Andersons, Ottts, Carritts and Nelsens hereby grant, transfer and convey a perpetual easement for roadway purposes, to each and every other party to this Agreement, their heirs, successors, assigns, visitors and licensees, in common with all others having the like right, at all times hereafter for the purpose of allowing ingress and egress to and from the property described hereinabove; and said easement is to run along a strip of land sixty-six (66) feet in width commencing at the easternmost boundary of each of the properties described hereinabove and as more specifically delineated on the final plat of the Highland Estates Subdivision previously filed in the office of the County Clerk of Washington County, Nebraska.

Said roadway easement is to run with the land; and furthermore said roadway easement is to extend from the county

road abutting Lot 6 on the southernmost border along, over and across the property described hereinabove.

Each and every grantee party under this Agreement is to have and to hold the said roadway easement granted as appurtenant to all of the property described hereinabove.

2. MAINTENANCE AND REPAIR OF COMMON EASEMENT: The

parties hereto agree to share the reasonable costs and expenses of maintaining the above-described easement in good repair and the owners of each property described hereinabove/ ^{Except Lot 6} shall pay one-
^{Fifth 1/5} sixth (1/6) of such costs and expenses for the duration of this easement. The repairs and maintenance to be undertaken and performed under this Agreement shall include the following and only the following: filling of chuck holes, resurfacing road with rock or gravel, snow removal, and mowing of grass and weeds. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repairs specified above, shall not be undertaken under this Agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of the financial liability for the cost of such additional repairs or maintenance.

The parties hereto may appoint an agent to contract for and oversee the repairs and maintenance authorized under this Agreement. As the agent requires funds from time to time to pay the costs and expenses authorized and incurred under this Agreement, each party shall deposit his prorated share of the sums required to the agent.

3. NOTICES: Any notice or report required under this Agreement shall be sent to the parties hereunder at the addresses specifically listed below, unless such addresses change by written notice to each party concerned in which event the new address shall be used for the sending of such notice or report. Any required notice shall be mailed by regular U.S. mail, properly addressed and postage prepaid, to the following addresses:

Joe G. Stewart and Nina M. Stewart
R.R. 2, Box 89
Blair, NE 68008

Philip A. Ferrone and Cathy J. Ferrone
R.R. 2
Blair, NE 68008

Ethel L. Anderson and Marten Howard Anderson
R.R. 2, Box 89B
Blair, NE 68008

Timothy L. Ott and Annette T. Ott
R.R. 2
Blair, NE 68008

Fred J. Carritt and Marla K. Carritt
R.R. 2, Box 89A
Blair, NE 68008

Glenn A. Nelsen and Diana M. Nelsen
R.R. 2, Box 88A
Blair, NE 68008

4. BINDING EFFECT: This Agreement shall be binding upon the heirs, representatives and assigns.

The parties hereto have executed this Agreement this 25th day of April, 1989.

Joe G. Stewart
JOE G. STEWART

Nina M. Stewart
NINA M. STEWART

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Philip Ferrone
PHILIP A. FERRONE

Cathy J. Ferrone
CATHY J. FERRONE

Ethel L. Anderson
ETHEL L. ANDERSON

Timothy L. Ott
TIMOTHY L. OTT

Annette T. Ott
ANNETTE T. OTT

Fred J. Carritt
FRED J. CARRITT

Marla K. Carritt
MARLA K. CARRITT

GLENN A. NELSEN

DIANA M. NELSEN

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON

On this 26th day of April, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Joe G. Stewart and Nina M. Stewart, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Ava J. Heese
Notary Public

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON

On this 26th day of April, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Philip A. Ferrone and Cathy J. Ferrone, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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Witness my hand and Notarial Seal the day and year last above written.

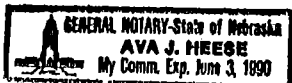


Ava J. Heese
Notary Public

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this *26th* day of *April*, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ethel L. Anderson, to me known to be the identical person whose names is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Ava J. Heese
Notary Public

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this *26th* day of *April*, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Timothy L. Ott and Annette T. Ott, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Ava J. Heese
Notary Public

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this *26th* day of *April*, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Fred J. Carritt and Marla K. Carritt, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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Marten Howard Anderson
MARTEN HOWARD ANDERSON

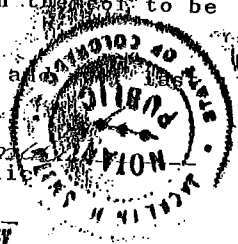
STATE OF Colorado)
COUNTY OF Arapahoe) : ss:

On this 26th day of April, 1989, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Marten Howard Anderson, to me known to be the identical person whose names is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and date

above written.
2323 E Arapahoe Rd
Littleton, Co 80122

Jacelin H. ...
Notary Public
My Commission Expires Sept. 21, 1992



Recorded ✓
General ✓
Numerical ✓
Photostat ✓

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 1088
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 15th DAY OF May A.D. 1989
AT 1:57 O'CLOCK P M AND RECORDED IN BOOK
178 AT PAGE 188-195
COUNTY CLERK ...
DEPUTY ...

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