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E A S E M E N T

October THIS INDENTURE, made and entered into this 25 day of October, 1961, by and between LEONARD D. DICKMEYER and CAROL LEE DICKMEYER, husband and wife, hereinafter referred to as First Parties, and VALAND DEVELOPMENT, INC., a Nebraska corporation, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, the First Parties are the owners of the following described real property:

FIRST PARTIES

Lot One (1), Block One (1), Valand Subdivision of Lots Seven (7) and Eight (8), in the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 16, Range 9 East of the 6th P.M., in the Village of Valley, Douglas County, Nebraska, as surveyed, platted and recorded.

SECOND PARTY

Lots Two (2) through Eight (8), inclusive, Block One (1), and all of Blocks Two (2), Three (3), Four (4) and Five (5), Valand Subdivision, in the Village of Valley, Douglas County, Nebraska, as surveyed, platted and recorded.

and,

WHEREAS, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, from Second Party, First Parties have granted to the Second Party an easement over, under and through the West Ten feet (W10') of their hereinabove described real property, for the purpose of installing, constructing and maintaining a sanitary and/or storm sewer line to serve the property of the parties hereto; and,

WHEREAS, in consideration of the sum aforesaid and the granting of the aforesaid easement, the Parties hereto have agreed by and between themselves, as to the manner of use and maintenance of the said easement.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Second Party, for the consideration hereinbefore stated, and its successors and assigns, shall have and enjoy a perpetual easement over, under and through the West Ten feet (W10') of the hereinabove described real property of the First Parties for the installation, construction and maintenance of a sanitary and/or storm sewer line to serve the property of the parties hereto.
2. The property subject to the said easement may be utilized by Second Party and its successors and assigns, for the stated purpose of such easement, the use of the said sewer line and for the purpose of repairing and maintaining the same in such manner as may be reasonable and proper, provided, the Second Party, its successors and assigns shall

install, construct, maintain and repair such sewer line at its own expense, shall repair any damage to such property occasioned by the exercise of its rights under this easement, and shall not litter, otherwise obstruct or damage the property subject to the said easement, provided further, that the First Parties, their heirs, administrators, executors, successors and assigns shall have the right to utilize the surface of the property subject to this easement as they shall see fit, so long as such use does not interfere with the rights granted the Second Party by this instrument.

- 3. This easement shall touch and concern, shall run with and be binding upon the parcels of property hereinbefore described, affected by this easement, of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument creating an easement in duplicate, the day and year first above written.

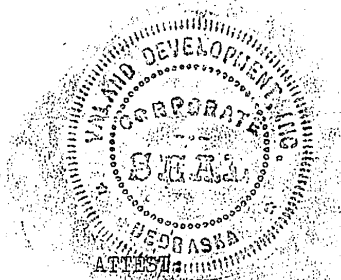
Leonard D. Dickmeyer
Leonard D. Dickmeyer

Carol Lee Dickmeyer
Carol Lee Dickmeyer

FIRST PARTIES

VALAND DEVELOPMENT, INC., a corporation

By: William P. Harris
President



Jack W. Flood
Secretary

SECOND PARTY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS

On this 27 day of October, 1961, before me the undersigned, a Notary Public in and for the said County and State, personally came Leonard D. Dickmeyer and Carol Lee Dickmeyer, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be his and her voluntary act and deed.

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



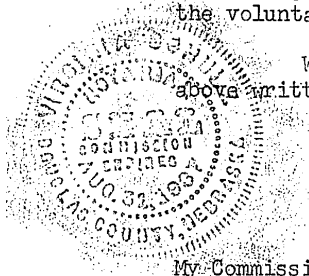
Virginia St. Hub
Notary Public

My Commission expires the 31st day of August, 1967.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 25 day of October, 1961, before me, a Notary Public in and for said County, personally came the above named William R. Farris, President, and Jack W. Flood, Secretary, of Valand Development, Inc., a Nebraska corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

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



Virginia Schubert
Notary Public

My Commission expires the 31st day of August, 1967.

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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INDEXED
FILED

Thomas J. O'Connor
Register of Deeds

BY Head of Valand
MAIL 827 City
N. 72/661 1750
Completed

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