

FILED SARPY CO. NE.
INSTRUMENT NUMBER

91-14024

91 SEP -6 PM 12:54

Carol A. Gavin
REGISTER OF DEEDS

91-14024

Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>m</u>
Filmed	<u>WHE</u>
Checked	
Fee \$	155

EASEMENT AGREEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned owner of the real estate hereinafter described, her heirs, executors, administrators, successors and assigns, hereinafter called "Grantor" hereby grants and conveys to the City of Gretna, Nebraska, a municipal corporation, its successors and assigns, hereinafter called the City, a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon water mains, storm sewers, sewers, storm drains in, into, upon, over, across, and under the following described real estate, to-wit:

A part of Tax Lot 11, being that part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 32, Township 14, North, Range 10, East of the 6th P.M., Sarpy County, Nebraska, described as:

This has been indep'd in Section

36-14-10 not 32

Commencing at the East Quarter Corner of said Section 36; thence North 90 00'00" West (assumed bearing) along the North line of the SE Quarter of said Section 36, a distance of 934.50 feet; thence South 00 00'00" West, a distance of 49.50 feet to a point on the south right-of-way line of Angus Street, said point being the point of beginning; thence continuing South 00 00'00" West, a distance of 25.00 feet; thence North 90 00'00" West, along a line 74.50 feet South of and parallel with the North line of said SE Quarter, a distance of 120.00 feet; thence North 00 00'00" East, a distance of 25.00 feet; thence South 90 00'00" East, along a line 49.50 feet South of and parallel with the North line of said SE Quarter, a distance of 120.00 feet to the point of beginning.

containing 3,000 square feet, more or less.

CONDITIONS:

A. The City 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.

B. The City shall also have the right to burn, trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from the cuttings and trimmings shall be disposed of by the City and the City shall have the further right to control and impede the growth of all weeds, trees and brush along the described right-of-way, if said right-of-way is not being utilized for cultivated crops.

C. The City shall pay the Grantor as lessee, as their interest may appear, for all damages to growing crops, fences and buildings on said land as may be caused by the exercise of the hereinbefore granted rights

D. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not in

the judgment of the City, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or to be placed upon the above-described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the City; Grantor shall not allow the burning of any materials of any nature within the limits of the above-described right-of-way.

E. It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that her heirs, executors, administrators, successors and assigns shall warrant and defend the same and indemnify and hold harmless the City forever against the claims of all persons whomsoever in any way asserting any right, title, or interest prior to or contrary to this conveyance.

F. Nothing in this easement shall restrict Grantor, her heirs or assigns from constructing water lines, sewer or other utilities across the real estate herein contained.

G. A copy of the area contained in this easement is attached to this Easement Agreement and marked as Exhibit A and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have signed their names and have caused the execution of this instrument this 28th day of August, 1991.

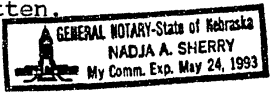
FRANCES L. KOKE
By: Nadja A. Sherry FRANCES L. KOKE
HAROLD M. KREIFELS WITH JOHN J. KOKE WITH POWER
POWER OF ATTORNEY OF ATTORNEY

STATE OF NEBRASKA)
COUNTY OF SARPI) ss.

On this 28th day of August, 1991, before me the undersigned, a Notary public in and for said County, personally came JOHN J. KOKE

of Gretna, Nebraska, personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be HIS voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal at GRETTA, NEBRASKA in said County the day an year last above written.



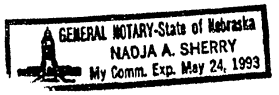
Nadja Sherry
Notary Public

STATE OF NEBRASKA)
COUNTY OF SARPI) ss.

On this 28th day of August, 1991, before me the undersigned, a Notary public in and for said County, personally came HAROLD M. KREIFELS

of Gretna, Nebraska, personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be HIS voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal at GRETTA, NEBRASKA in said County the day an year last above written.



Nadja A. Sherry
Notary Public

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, FRANCES L. KOKE, have made, constituted and appointed, and by these presents do make, constitute and appoint JOHN J. KOKE AND HAROLD M. KREIFELS, my true and lawful attorneys for me and in my name, place and stead to do, perform and execute all or any of the following acts and deeds:

1. To grant, bargain, sell, convey, exchange and assign, any and all real estate and personal property of which I am seized or possessed or have any interest, at public sale or private for such consideration and upon such terms as in my attorneys' discretion they deem best, including the power to rent, lease, mortgage, pledge, repair, alter, reconstruct and manage said real and personal property.

2. To prosecute and defend all actions or other legal proceedings touching upon my estate or any matter in which I have any legal interest or concern, with full authority to compound, submit to arbitration, adjust, compromise and settle.

3. To receive and settle all debts and accounts, to deposit moneys, enter safe deposit boxes, withdraw and issue checks against all bank accounts, savings and loan associations and all other financial institutions, including United States Bonds, Treasury Bills and Notes and to redeem, invest and reinvest in all corporate stocks and bonds, vote and execute proxies at meetings of stockholders and to make such other investments in real or personal property as in my attorneys' discretion they deem best.

4. To make and execute all medical and surgical authorizations they deem necessary and appropriate for my health and well being, to purchase and maintain such health and hospital insurance as they deem suitable and to prepare and file on my behalf all claims for benefits thereunder including Medicare and Medicaid.

5. To do all other things necessary to manage my business and personal affairs, whether particularly or generally described herein as fully and effectually as I might do if personally present without any limitation.

6. Pursuant to the provisions of Section 30-2665 and 30-2666, THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY OF THE PRINCIPAL.

WITNESS my hand this 3rd day of August, 1988.

Frances L. Koke
FRANCES L. KOKE

STATE OF NEBRASKA)
)ss.
County of Saunders)

BE IT KNOWN, that on the 3rd day of August, 1988, before me personally appeared FRANCES L. KOKE above named, who is to me known to be the person described in and who executed the above Durable Power of Attorney, and acknowledged the same to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.

GENERAL NOTARY - State of Nebraska
DAVID M. LUTTON
My Comm. Exp. Feb. 5, 1990

[Signature]
Notary Public