

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Ellyn Louise Holden, a widow; Genniene Hauptmeier and Daniel Hauptmeier, wife and husband; JoAnn Wusk and George Wusk, wife and husband; Virginia Lucile Harri-feld and Elton Harrifeld, wife and husband; Linda Rezac and Gene Rezac, wife and husband, for and in the consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowl-edged, and the further consideration of the performance of the cov-enants and agreements by the Grantee, as hereinafter set out and expressed, do hereby grant, remise, bargain, sell, convey and re-linquinsh unto the City of Tecumseh, Nebraska, a Municipal Corporation, its successors or assigns, the right, privilege and easement to con-struct, maintain and operate sanitary sewer lines and appurtenances thereto, over and through the real estate owned by the Grantors, said real estate being twenty (20) foot in width with the center-line thereof being described as follows: Commencing at the intersection of the center-line of Eleventh Street and the North Quarter of Section line of Section 28, Township 5, North Range 11, East of the Sixth P.M., Johnson County, Nebraska, running East along said Quarter of Section line a distance of 16 feet to the point of beginning, running North at an angle of $90^{\circ} 32$ minutes left from said Quarter Section line, a distance of 810 feet, thence right at an angle of $37^{\circ} 00$ minutes, a distance of 855 feet, thence right at an angle of $52^{\circ} 30$ minutes, a distance of 304.5 feet more or less to the West right-of-way line of Highway 50,

and

Commencing at a point 1507.2 feet North of the East Quarter corner of Section 28, Township 5, North Range 11, East of the Sixth P.M., Johnson County, Nebraska, said point being the point of beginning, running West at an angle of $90^{\circ} 40$ minutes left from said Quarter Section line a distance of 33.1 feet more or less to the West right-of-way line to a point, continuing on the same line, a distance of 39.77 feet more or less to the East right-of-way line of Highway 50.

Grantors do further grant, remise, bargain, sell, convey and relinquish unto the Grantee or its agents the right, privilege and easement to go upon a strip of land 50 feet in width, the center-line being the above described lines, for the purposes of construction, said easement permitting Grantee or its agents to drive upon said 50 feet strip of land, to park equipment thereon, to pile dirt thereon during the period of construction, to run water over said real estate during the period of construction, ~~to run water over said real estate during the period of construction.~~

To have and to hold unto the City of Tecumseh, Nebraska, a Municipal Corporation, its successors and assigns so long as such sanitary sewer lines and appurtenances thereto shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the Grantee located thereon or the removal thereof, in whole or in part, for whatever purpose the Grantee deems proper, all to be done at the will of the Grantee; it being the intention of the parties hereto that the Grantors hereby grant the uses herein specified without divesting the Grantors of the rights to use and enjoy said real estate, subject only to the right of the Grantee to use the same as herein expressed.

As a further consideration for this Grant, the Grantee herein agrees as follows:

(1) That as a part of and in further consideration for this Easement, the Grantee agrees that none of the land abutting the proposed sewer line described herein shall be included for special assessment or included in any sanitary sewer district whose purpose it is to pay for any or all of the sewer to be built on the land granted herein.

(2) That it will bury all pipes laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

(3) That it will pay to the Grantors any damages which may arise including but not limited to growing crops, fences or buildings and land, from the construction, maintenance or operation of said pipelines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantors, one by the Grantee and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be binding, conclusive and binding upon the parties hereto.

(4) That the Grantee will replace or rebuild any and all damaged parts of all drainage systems, the damages to which shall be occasioned by the construction of said sanitary sewer line under and through the above-described premises.

This instrument and the Covenants and Agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 25th day of April, 1973.

Genniene Hauptmeier
Genniene Hauptmeier

Jo Ann Wusk
Jo Ann Wusk

Virginia Lucile Harrifield
Virginia Lucile Harrifield

Linda L. Rezac
Linda Rezac

Ellyn Louise Holden
Ellyn Louise Holden

Daniel Hauptmeier
Daniel Hauptmeier

George Wusk
George Wusk

Elton Harrifield
Elton Harrifield

Gene Rezac
Gene Rezac

STATE OF NEBRASKA } ss
JOHNSON COUNTY

Filed for record in the
County Clerk's office this
7 day of June 1973
at 11:00 o'clock A.M. and
recorded in Book #32
Page 567 - 570.

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Wayne C. McCoy
County Clerk
H. F. Register
Deputy