

1967 THIS EASEMENT AGREEMENT made the 29th day of September, 1966, between WILLIAM BORMAN and ANNA BORMAN, husband and wife, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 of DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. In consideration of the payment of (\$1.50) One Dollar Fifty Cents per running foot, being a total of \$525.00, and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the land hereinafter described as being a part of the East One-half (E 1/2) of the Southwest Quarter (SW 1/4), Section 8, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, does herewith give and grant unto Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land located in the above described land in Douglas County, Nebraska, said strip of land being more particularly described as follows, to-wit:

A twenty-foot (20.0') wide permanent Sewer and Drainage easement located in the East One-half of the Southwest Quarter (SW 1/4) of Section 8, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; centered about a line more particularly described as follows:

Beginning at a point on the West platted boundary of Roxbury Addition, a platted and recorded subdivision in Douglas County, Nebraska, which is the intersection of said West boundary and the centerline of "X" Street; thence West along said centerline of "X" Street extended, a distance of 350.0 feet more or less.

2. For the further consideration of the payment of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, Grantor, being the owner of the real property hereinafter described does herewith give and grant unto Grantee, its successors and assigns, a temporary construction easement over, on and under a strip of land which embraces Eighty (80') feet in width located in the East One-half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; centered about a line more particularly described as follows:

Beginning at a point on the West platted boundary of Roxbury Addition, a platted and recorded subdivision in Douglas County, Nebraska, which is the intersection of said West boundary and the centerline of "X" Street; thence West along said centerline of "X" Street extended, a distance of 350.00 feet more or less.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline together with necessary manholes and cleanouts, and the transmission through said outfall sewer pipeline of sanitary sewage from the property now or hereafter embraced within the boundaries of the Grantee, its successors and assigns, or embraced within the areas which Grantee, its successors and assigns, is now or shall hereafter become obligated to serve by contract

or other agreement. The exact location of said sanitary outfall sewer pipeline in the perpetual easement way shall be fixed and determined by the engineers for Grantee.

4. By accepting the foregoing permanent easement, Grantee agrees to pay all costs of construction of said sanitary outfall sewer pipeline and to repair all fences which might be damaged in connection with said construction, maintenance or repair work; any crop damage sustained by Grantor by reason of said construction, and to replace the soil as nearly as practically possible to its original condition.

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, or if any portion of said sewer needs to be reconstructed after the above described property is improved, the Grantee shall make good to the Grantor or to his or their assigns any and all damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to fences, crops or other improvements thereon during construction and thereafter.

6. Grantor, his or their assigns shall not build, create, construct, nor allow to be built, created or constructed any building or other structure at any point on the strip of land upon which Grantee has its permanent easement rights except the construction of streets, sidewalks and driveways which shall be permitted.

7. The scope and purpose of said temporary construction easement is solely for the operation of drag lines, machinery, movement of equipment and all other things necessary and required for the construction of a sanitary outfall sewer pipeline on the above described permanent easement. That said temporary construction easement is to be effective from the date hereof and shall continue until all construction has been completed in the permanent easement above described.

8. By accepting the foregoing temporary construction easement, Grantee agrees to repair all fences, if any, which may be damaged in connection with said construction work and to restore said land to its present condition as nearly as may be reasonably practicable.

EXECUTED the day and year first above written.

William Borman

Anna Borman

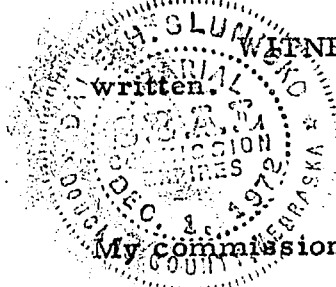
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this day and year first above written before me the undersigned Notary Public duly commissioned and qualified for and in said County, personally came William Borman and Anna Borman, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing permanent and temporary easement and to me acknowledged the execution thereof to be their voluntary acts and deeds.

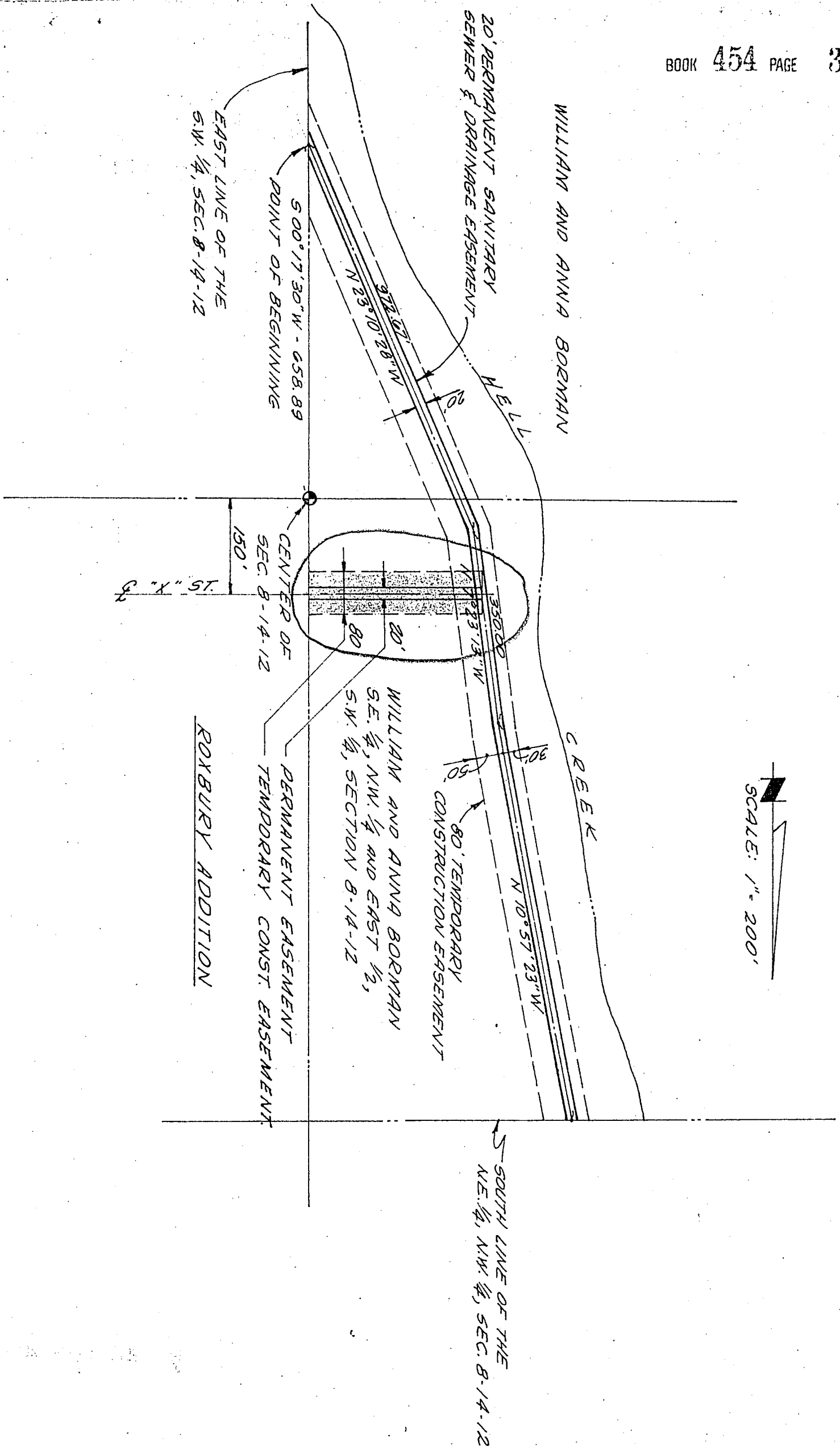
WITNESS my hand and notarial seal, the day and year first above written.

Dele H. Slunicko
Notary Public

My commission expires on the 1ST day of December, 19 72



SCALE: 1" = 200'



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

1967 OCT 3 PM 3 32

RECEIVED

THE STATE OF NEBRASKA
Douglas County

Entered in Duplicate Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 454 (new).

Page

James J. O'Connor

Register of Deeds

By

MAIL

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Compared

Fee

Joseph W. Pletynas
301 Perdue Ave. Beaty
8-14-12 6 PM. P.C.

8-14-12