

THIS EASEMENT AGREEMENT MADE the 10th day of March, 1967, between William J. Fishko and Elizabeth J. Fishko, husband and wife,

hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. In consideration of the payment of \$2.00 per running foot per running foot, being a total of \$1,149.68, and other valuable consideration, the receipt of which is hereby acknowledged, Grantor, being the owner of the land hereinafter described as being a part of the Northeast Quarter (NE 1/4) of Section 35, Township 15 North, Range 11 East of the 6th P.M., in 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 30-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at the East Quarter Corner of said Section 35 and proceeding thence, South 00° 00' 00" East (assumed bearing) along the East line of Section 35, a distance of 61.67 feet; thence, North 54° 30' 00" West along the North Right-of-Way line of the Union Pacific Railroad a distance of 421.00 feet to the point of beginning; thence, North 28° 21' 44" East a distance of 504.50 feet; thence, North 88° 05' 38" East a distance of 70.34 feet to the West Right-of-Way line of 144th Street.

2. For the further consideration of the payment of One (\$1.00) Dollar 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 one hundred (100) feet in width adjacent to the above described permanent easement and described as

a 100-foot wide temporary construction easement the westerly boundaries of which lie 50 ft. westerly and parallel to the centerline of the above described permanent easement, and the easterly line of which lies 50 ft. easterly of and parallel to the above described permanent easement, all as more particularly set out in the plat which is attached hereto and made a part of this easement.

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.