

34-23

CORRECTED EASEMENT

THIS EASEMENT AGREEMENT made the 13 day of July, 1964, between FRED H. PETERS, a single man, Grantor, AND SANITARY AND IMPROVEMENT DISTRICT NO. 124 of DOUGLAS COUNTY, NEBRASKA, Grantee;

WITNESSETH:

1. FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor, being the owner of the land hereinafter described as being a part of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) East of the 6th Principal Meridian, 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 Sarpy County, Nebraska, said strip of land being more particularly described as follows, to-wit:

A strip of ground adjacent to the Northeast Right-of-Way of the Union Pacific Railroad, from the Northeast Right-of-Way line of the Union Pacific Railroad to a line ten feet Northeast of and parallel to the following described line:

Beginning at a point on the North line of the Southwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska; thence southeasterly, ten feet northeasterly and parallel to the Northeast Right-of-Way line of the Union Pacific Railroad, to a point 480 feet northwesterly of the centerline of the Chicago, Burlington and Quincy Railroad Right-of-Way; thence southeasterly to a point 50 feet northeasterly of the Northeast Right-of-Way line of the Union Pacific Railroad and 80 feet northwesterly of the centerline of the Chicago, Burlington and Quincy Railroad Right-of-Way; thence southeasterly to a point ten feet northeasterly of the Northeast Right-of-Way line of the Union Pacific Railroad and 320 feet southeasterly of the centerline of the Chicago, Burlington and Quincy Railroad Right-of-Way; thence southeasterly, ten feet northeasterly of and parallel to the Northeast Right-of-Way line of the Union Pacific Railroad, to the East line of the Southwest Quarter of said Section 17, all being within Sarpy County, Nebraska, excluding that part owned by the Chicago, Burlington and Quincy Railroad.

It is acknowledged that the land covered by this Easement coincides with land covered by a previous Easement filed for record in Sarpy County, Nebraska on the 25th day of April, 1964, and recorded in Book 33 at Page 363 of the Miscellaneous Records for said County; that the within Corrected Easement is identical to the Easement previously granted, save and except for a portion of land adjacent to the crossing of the Chicago, Burlington and Quincy Right-of-Way, all as set forth in Exhibit "A" which is attached to this Easement and made a part hereof.

2. For the better consideration of the payment of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, Grantor, being the owner of this real property hereinafter described, does

FILED FOR RECORD IN SARPY COUNTY, NEBRASKA, this 13th day of July, 1964.
AND RECORDED IN BOOK 33 OF PAGE 363 OF THE MISCELLANEOUS RECORDS FOR SAID COUNTY.

31-27
hereby give and grant unto Grantee, its successors and assigns, a temporary construction easement over, on and under a strip of land which embraces nearly 200 feet in width adjacent to and northeast of the above described permanent easement.

2. A strip of land bearing a certain width adjacent to and northeast of the above described permanent easement.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a 15" 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 his assigns any and all damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to fences and crops thereon during construction and thereafter.

6. 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 15" 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.

7. 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.

Fred H. Peters
Fred H. Peters

STATE OF NEBRASKA)

COUNTY OF Douglas)

185

On the day and year first above written before me, the undersigned Notary Public duly commissioned and qualified for and in said County, personally came Fred H. Peters, a single man, to me known to be the



34-25

identical person whose name is called in the foregoing permanent and temporary agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

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

James D. Wilson
Notary Public

My Commission expires:

Sept 29, 1968



39-26

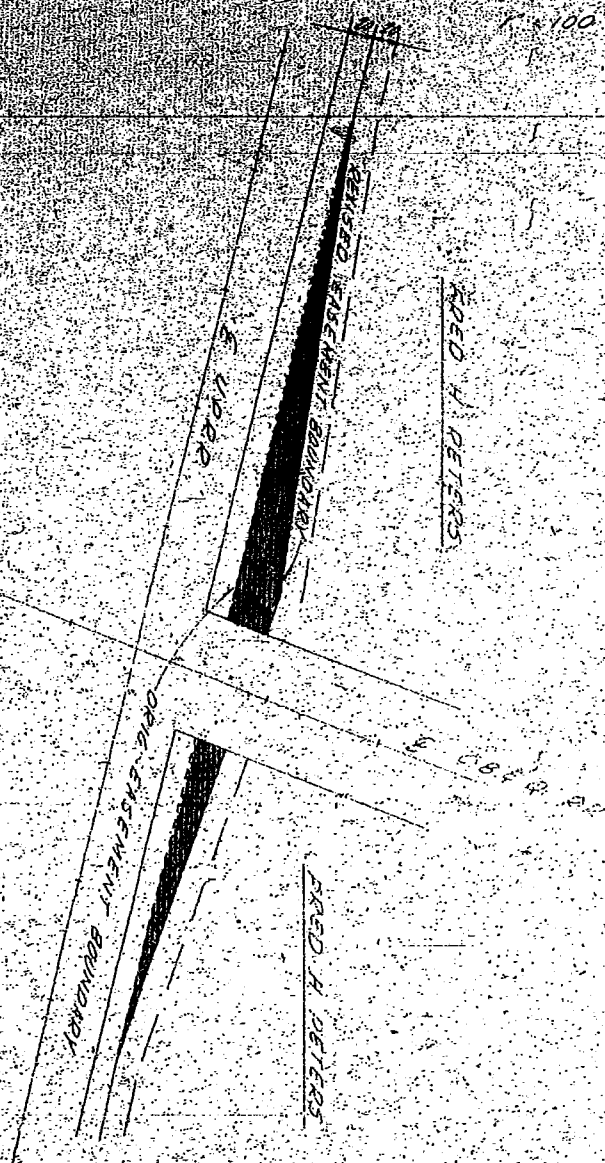


EXHIBIT "A"

