

33-359

EASEMENT

THIS EASEMENT AGREEMENT made this 17 day of June, 1964, between Franklin Peters, Sr., and Arlene E. Peters, husband and wife, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

In consideration of the payment of \$0.50 (Fifty Cents) per running foot, 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 Northwest Quarter (NW 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 land twenty feet in width adjacent to the Northeast right-of-way line of the Union Pacific Railroad, extending from the West line of the East Half of the Northwest Quarter of Section 17, Township 14 North, Range 12, East of the 6th Principal Meridian to the South line of the East Half of the Northwest Quarter of said Section 17.

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 twenty (20) feet in width adjacent to and Northeast of the above described permanent easement, to-wit:

A strip of land twenty feet in 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

33-260

After the above easement is approved, the Grantee shall make good to the Grantor or his heirs all damage that may be done by said changes, alterations, or improvements in the way of damage to fences, crops, or other improvements then on during construction and thereafter.

6. The scope and purposes of the temporary construction easement is solely for the operation of heavy machinery, movement of equipment and all other things necessary and required for the construction of a 15' wide utility easement over the above described permanent easement. This temporary construction easement is to be effective from the date of the final contract until the construction has been completed in the permanent easement as described.

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

EXECUTED the day and year first above written.

Franklin Peters, Sr.
Franklin Peters, Sr.

Arlene E. Peters
Arlene E. Peters

STATE OF NEBRASKA)
COUNTY OF DeWitt) SS

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 Franklin Peters, Sr., and Arlene E. Peters, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing permanent and temporary easement, and they acknowledged the execution thereof to be their voluntary acts and deeds.

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

[Signature]
Notary Public



My Commission expires: 1-18-1967

FILED FOR RECORD IN DEWITT COUNTY NEBR. April 2, 1964 AT 10:10 O'CLOCK AM
AND RECORDED IN BOOK 23 OF 111 PAGE 359 Christine REGISTER OF DEEDS