

53-363

EASEMENT

THIS EASEMENT AGREEMENT made the 11 day of March 1964, between Fred H. Peters, a single man, Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. 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 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 land twenty feet in width adjacent to the Northeast right-of-way line of the Union Pacific Railroad, extending from the North line of the Southwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th Principal Meridian to the East line of the Southwest Quarter of said Section 17, excluding that portion owned by the Chicago, Burlington & Quincy Railroad.

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 after

83-064

The above described property is hereby leased to the Grantee, which shall be good in the County of DeWitt State of Nebraska for the term of one year, commencing on the date hereof, and shall terminate on the date of the expiration of the term of the lease, and the Grantee shall be bound to pay to the Lessor the sum of one dollar per acre for the term of the lease, and the Lessor shall be bound to execute a permanent easement above described, and the Grantee shall be bound to execute a permanent easement above described.

6. The Lessor shall be bound to execute a permanent easement above described, and the Grantee shall be bound to execute a permanent easement above described, and the Lessor shall be bound to execute a permanent easement above described, and the Grantee shall be bound to execute a permanent easement above described.

7. By executing 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 original condition as nearly as may be reasonably practicable.

EXECUTED on the 1st day of July and year first above written.

Fred H. Peters
Fred H. 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 Fred H. Peters, a single man, to me known to be the identical person whose name is affixed to the foregoing permanent and temporary easement, 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.



Fred H. Peters
Notary Public

Commission expires: 1-18-67

FILED FOR RECORD IN DEWITT COUNTY NEBR. Sept 12 1967 AT 10:15 O'CLOCK AM
AND REGISTERED IN BOOK 13 OF 111 PAGES 163 as above CHANCE & CO.