

Affects Brookhaven

EASEMENT

THIS EASEMENT AGREEMENT made the 8<sup>th</sup> day of March 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 FIFTY CENTS per running foot, being a total of \$ 1046.34, 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 Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of Section 8, Township 14 North, Range 12 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 20 foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at a point which is the center of Section 8, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska; thence, South 89° 17' 30" West a distance of 658.89 feet to a point on the East line of the Southwest Quarter of said Section 8-14-12, Douglas County, Nebraska, which point is the point of beginning; thence, North 23° 10' 28" West, a distance of 972.67 feet; thence North 7° 23' 13" West a distance of 350.0 feet; thence North 10° 57' 23" West to a point on the South line of the Northeast Quarter of the Northwest Quarter of said section 8-14-12, Douglas County, Nebraska.

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 adjacent to the above described permanent easement and described as

An 80 foot wide temporary construction easement the westerly boundary of which lies 30 feet westerly of and parallel to the above described permanent easement line, and the easterly boundary line of which lies 50 feet easterly of and parallel to the above described permanent easement line.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a 15 inch line reduced to 12 inch 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 Bowman*

*Anna Bowman*

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 Bowman and Anna Bowman, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing permanent and temporary easement and to be acknowledged the execution hereof to be their voluntary acts and deeds.

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

My Commission expires on the 1st day of \_\_\_\_\_ 19\_\_.



*[Signature]*  
Notary Public

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MAY 5 AM 10 54

W. W. B. B. B. B. B.  
REGISTER OF DEEDS  
DALLAS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF DALLAS

for Record

Book 437

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*W. W. B. B. B. B. B.*  
*308 Avenue 1st St*  
*8-14-10*

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