

Affcts Brookhaven Lot 480

BOOK 437 PAGE 134

EASEMENT

THIS EASEMENT AGREEMENT made the 4th day of April, 1966, between Hans P. and Mabel M. Steenbock, husband and wife, and Harold Ray Wiese and Marie Lucille Wiese, husband and wife, herein after called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

In consideration of the payment of .50 per running foot per running foot being a total of \$1,069.40, 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 Section 8, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska.

does hereby 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 Southwest corner of the Southeast Quarter of Section 8, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, thence, South $89^{\circ} 40' 30''$ East (assumed bearing) a distance of 485.20 feet to the point of beginning; thence, North $40^{\circ} 42' 05''$ East a distance of 895.0 feet; thence, North $34^{\circ} 27' 56''$ West, a distance of 350.0 feet; thence, North $16^{\circ} 05' 02''$ West a distance of 500.0 feet; thence, North $36^{\circ} 52' 11''$ West, a distance of 350.0 feet; thence, North $23^{\circ} 10' 24''$ West a distance of 43.76 feet to a point on the West line of the Southeast Quarter of said Section 8-14-12, Douglas County, Nebraska.

That said .50 per foot is based upon .35 per foot for permanent easement, .15 per foot for temporary easement.

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 hereby 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 removal of a 1½ inch line becoming two 1½ 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, or may 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. That said sewer pipe shall be placed below ditch level at crossing.

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 15 inch-18 inch 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. That crop damage of 15 per foot will be paid in 1967 if construction is not completed in 1966.

EXECUTED the day and year first above written.

Hans P. Steenbock

Mable M. Steenbock

Arnold Bay

Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) 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 Hans P. Steenbock, and Mable M. Steenbock, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing permanent and temporary easement and to whom I acknowledged the execution thereof to be their voluntary acts and desires.

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

Rebecca C. Sane

Notary Public

My commission expires on the 1st day of July, 1970

BOOK 437 PAGE 136

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

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 Harold Ray Wiese and Marie Lucille Wiese, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing permanent and temporary easement and to me acknowledged the execution thereof to be their voluntary acts and deeds.

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

Joseph C. Panel Notary Public

My commission expires on the 6th day of July, 1970.

RECEIVED
MAY 5 PM 10 56

Hughes J. O'Connor
REGISTER OF DEEDS
DOUGLAS COUNTY NEBR.

THE STATE OF NEBRASKA S.
Douglas County
Enacted by the Legislature and Approved by the Governor
for Record in the Office of the Register of Deeds
Deed of Survey
Book 113
Page 113
By [Signature]

Mr. Paul J. Wagner
has been assigned
N 14-175-12
Commissioned 9-14-175-12