

Affect Brookhaven

8-14-12

BOOK 535 PAGE 195

EASEMENT

THIS EASEMENT AGREEMENT made the 23 day of 9, 1971, between Hans P. Steenbock and Mabel M. Steenbock, husband and wife, Harold Ray Wiese and Marie Lucille Wiese, husband and wife, and Campbell Soup Company, a New Jersey corporation, herein called Grantors, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, hereinafter called Grantee.

WITNESSETH:

1. In consideration of the payment of \_\_\_\_\_ per running foot, being a total of \$ \_\_\_\_\_, and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors Hans P. Steenbock, Mabel M. Steenbock, Harold Ray Wiese and Marie Lucille Wiese, being the owners of the land hereinafter described and the Grantor Campbell Soup Company, a corporation, being the holders of an exclusive option to purchase the land hereinafter described as being a part of the Southeast Quarter (SE 1/4) of Section Eight (8), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska, do 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 permanent sanitary sewer and drainage easement, as set forth in Exhibit "A" which is attached hereto, made a part hereof, and by reference incorporated herein to the same effect as though set out verbatim; and

a permanent sewer easement, more particularly described in Exhibit "B" which is attached hereto, made a part hereof and by reference incorporated herein to the same effect as though set out verbatim.

2. For the further consideration of the payment of One (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantors, being the owners of and holders of an option to purchase the real property hereinafter described, do herewith give and grant unto Grantee, its successors and assigns, a temporary construction easement over, on and under a strip of land seventy-five (75') feet in width adjacent to the above described permanent easements, being more particularly described as follows:

a temporary 75 Ft. wide construction easement, all as set forth in Exhibit "C", which is attached hereto, made a part hereof and by reference incorporated herein, to the same effect as though set out verbatim.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline and drainageway 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 and drainageway in the perpetual easementway 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 drainageway, and to repair all fences which might be damaged in connection with said construction, maintenance or repair work, any crop damage sustained by Grantors 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 Grantors or to 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. The Grantors or their assigns shall not build, create or construct on the land which Grantee has its permanent easement rights, or permit others to build, create or construct on said land, any buildings or other structures which would interfere or prevent the Grantee's use of the permanent easement tract for the purposes set forth in paragraph 3 hereof, or the Grantee's right to ingress and egress over the permanent easement for the purposes therein enumerated, or would in any way injure or damage the sewer line or any other parts of the installation of the Grantee.

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 and drainageway 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.

9. The individual Grantors for themselves and their heirs, executors, administrators and assigns, do covenant with Grantee and its successors and assigns that they are well seized in fee of the premises above described, and that they have the right to grant and convey this temporary and permanent easement in the manner and form aforesaid; that the corporate Grantor does hereby covenant with Grantee and its successors and assigns that it is the holder of a valid option to purchase the land above described, that it has the right to join with the holders of fee title in granting and conveying the temporary and permanent easements in the manner and form aforesaid. That the individual Grantors warrant that they will and their heirs, executors, administrators, successors and assigns shall warrant and defend the easements to the said Grantee and its assigns against the lawful claims and demands of all persons.

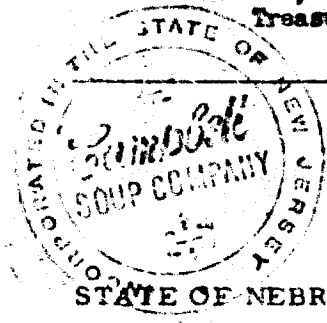
10. That the easements herein granted are subject to all existing encumbrances, easements and restrictions of record.

IN WITNESS WHEREOF the Grantors have hereunto set their hands the day and year first above written.

CAMPBELL SOUP COMPANY,  
a New Jersey Corporation,

By [Signature]  
Treasurer

[Signature: Hans P. Steenbock]  
[Signature: Mabel M. Steenbock]  
[Signature: Harold Ray Wiese]  
[Signature: Marie Lucille Wiese]

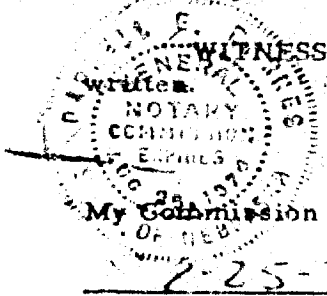


STATE OF NEBRASKA )  
                                ) SS  
COUNTY OF DOUGLAS )

9-23-71

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 HANS P. STEENBOCK and MABEL M. STEENBOCK, husband and wife, to me known to be the identical persons whose names are fixed to the foregoing permanent and temporary easement as Grantors, and to me acknowledged the execution thereof to be their voluntary act and deed.

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



[Signature: Harold C. Barnes]  
Notary Public

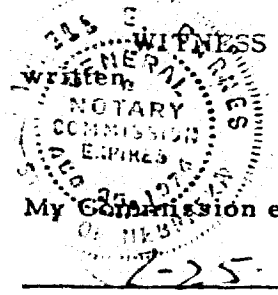
My Commission expires on:  
2-25-74

STATE OF NEBRASKA )  
                                ) SS  
COUNTY OF DOUGLAS )

9-23-71

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 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 as Grantors, and to me acknowledged the execution thereof to be their voluntary act and deed.

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



[Signature: Harold C. Barnes]  
Notary Public

My Commission expires on:  
2-25-74

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STATE OF NEW JERSEY )  
COUNTY OF Camden ) SS

Before me, a Notary Public qualified for said county, personally came D. H. Springer of CAMPBELL SOUP COMPANY, a New Jersey Corporation, known to me to be the Treasurer and identical person who signed the foregoing temporary and permanent easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and Notarial Seal on September 8, 1971.

Ethel S. Hanselman  
Notary Public

NOTARY PUBLIC OF NEW JERSEY  
My Commission expires; My Commission Expires Dec. 6, 1972

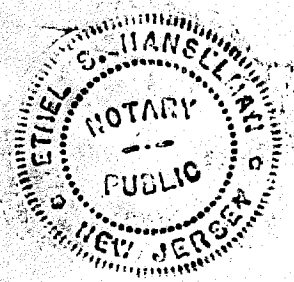




EXHIBIT "A"  
LEGAL DESCRIPTION OF A  
PERMANENT SEWER AND DRAINAGE EASEMENT  
20 JULY 1971

A PERMANENT SEWER AND DRAINAGE EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 8, TOWNSHIP 14 NORTH, RANGE  
12 EAST, (SAID POINT BEING THE EAST QUARTER CORNER OF SAID SECTION 8); THENCE  
NORTH  $89^{\circ}59'46''$  WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 14 NORTH, RANGE 12 EAST A DISTANCE OF 851.79 FEET TO THE POINT OF  
BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER  
A DISTANCE OF 90.00 FEET; THENCE SOUTH ALONG A LINE 941.79 FEET WEST OF AND  
PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 100.00 FEET;  
THENCE EAST ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE  
OF THE SOUTHEAST QUARTER OF SECTION 8 A DISTANCE OF 90.00 FEET; THENCE NORTH  
ALONG A LINE 851.79 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTH-  
EAST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST A DISTANCE OF  
100.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 0.207 ACRES  
MORE OR LESS.

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EXHIBIT "B"  
LEGAL DESCRIPTION OF A  
PERMANENT SEWER EASEMENT

20 JULY 1971 .

A PERMANENT 20 FEET WIDE SEWER EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, LYING 10 FEET EITHER SIDE OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE NORTH  $89^{\circ}59'46''$  WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 896.79 FEET; THENCE SOUTH ALONG A LINE 896.79 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG A LINE 896.79 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1045.00 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF APPROXIMATELY 1130.0 FEET TO A POINT 1658.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, AND 1982.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 8; THENCE WEST 1982.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 8 A DISTANCE OF 450.00 FEET TO THE CENTERLINE OF THE EXISTING ROXBURY OUTFALL SEWER NO. 1, THE TERMINATION OF THE ABOVE DESCRIBED LINE; SAID TRACT CONTAINING 1.184 ACRES MORE OR LESS.



EXHIBIT "C"  
LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT  
20 JULY 1971

A TEMPORARY 75 FEET WIDE CONSTRUCTION EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, LYING 37.50 FEET EITHER SIDE OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE NORTH  $89^{\circ}59'46''$  WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 896.79 FEET; THENCE SOUTH ALONG A LINE 896.79 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG A LINE 896.79 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 1045.00 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF APPROXIMATELY 1130.00 FEET TO A POINT 1658.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, AND 1982.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE WEST, 1982.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 450.00 FEET TO THE CENTERLINE OF THE EXISTING ROXBURY OUTFALL SEWER NO. 1, THE TERMINATION OF THE ABOVE DESCRIBED LINE; EXCEPTING THAT PART ALREADY TAKEN AS PERMANENT EASEMENT, SAID ABOVE DESCRIBED TRACT CONTAINS 3.257 ACRES MORE OR LESS.

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Roxbury Addition

Perm. Sewer and  
Drainage Easement

N. 1/4 Sec Line of S.E. 1/4

N89°59'46" W

90°

896.79'

851.79'

Point of beginning  
Exhibit "A"

Point of beginning  
Exhibit "B" and "C"

75' Temp. Const.  
Easement

20' Perm. Sewer  
Easement

E 1/4 Cor. Sec. 8 - T14N-R12E

N

Scale 1"=300'

1982'

1045'

896.79'

1130'

450'

1658'

Existing Roxbury  
Outfall Sewer No. 1

Length of Easement Approx. 2625'

GOLLEHON, SCHEMMER & ASSOCIATES, INC.  
ARCHITECTS • ENGINEERS • PLANNERS

DESIGNED

DRAWN R.L.

CHECKED

DATE 7-27-71

H.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

DAY 1 December 1971 1:48 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

24-25