

SANITARY SEWER EASEMENT

This agreement made and entered into this 13th day of November, 1975, by and between William W. Cook and Margaret L. Cook, Husband and Wife, hereinafter referred to as "Party of the First Part", and the City of Beatrice, Gage County, Nebraska, a municipal corporation, hereinafter referred to as "Party of the Second Part":

WHEREAS, the Party of the First Part are owners of the following described real estate, to-wit:

The West Half of the Northwest Quarter of Section Twenty-two (22), Township Four (4) North, Range Six (6) East, East of the Sixth Principal Meridian, Gage County, Nebraska except the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section Twenty-two (22), also, the West Ten (10) Acres of the East Half of the Northwest Quarter of Section Twenty-two (22), Township Four (4) North, Range Six (6) East, East of the Sixth Principal Meridian, Gage County, Nebraska, and except the following: Commencing at the Southwest corner of said Northwest Quarter of Section Twenty-two (22); thence East One Thousand Four Hundred Fifty-one and Six Tenths (1451.6) feet; thence North Four Hundred Fifty (450) feet; thence West, a distance of One Thousand One Hundred Fifty-two and Five Tenths (1152.5) feet; thence South Ninety (90) feet; thence West Three Hundred (300) feet; thence South Three Hundred Sixty (360) feet to p.o.b. and except commencing at a point Forty-eight (48) feet ~~East~~ and One Thousand Nine Hundred Ninety-four and Twenty-four Hundredths (1994.24) feet South of the Northwest corner of the Northwest Quarter of Section Twenty-two (22), Township Four (4) North, Range Six (6) East, East of the Sixth Principal Meridian, Gage County, Nebraska; thence North Three Hundred (300) feet; thence Easterly Four Hundred Fifty-eight (458) feet; thence South Three Hundred (300) feet; thence West Four Hundred Fifty-eight (458) feet to the p.o.b.

and,

WHEREAS, the Party of the Second Part desires an easement through the above described real estate for the location of a relief sanitary sewer trunk line, manholes, and appurtenances necessary for the construction, maintenance, replacement, and continued operation of said sanitary sewer line, and for ingress and egress necessary for said construction, maintenance, replacement, repair and continued operation of said sanitary sewer line.

NOW, THEREFORE, THE PARTY OF THE FIRST PART, in consideration of One dollar (\$1.00) no cash paid by the Party of the Second Part to the Party of the First Part, receipt of which is hereby acknowledged by the Party of the First Part, hereby grants to the Party of the Second Part an easement for the location of one relief sanitary sewer trunk line, manholes, and

appurtenances necessary for the construction, maintenance, replacement and continued operation of said sanitary sewer line, and for ingress and egress necessary for said construction, maintenance, replacement, repair and continued operation of said sanitary sewer line, upon the following terms and conditions:

1. The Parties agree that said easement consists of a permanent easement and a temporary easement for construction, operation and maintenance of a Twelve (12) inch diameter underground pipe in the Northwest Quarter of Section Twenty-two (22), Township Four (4) North, Range Six (6) East, East of the Sixth Principal Meridian, Gage County, Nebraska, said permanent easement being Thirty (30) feet wide-Ten feet wide on the East side and Twenty (20) feet wide on the West side of, and said temporary easement being Fifty (50) feet wide-Twenty (20) feet wide on the East side and Thirty (30) feet wide on the West side of the North Four Hundred Fifty-two and Sixty-nine Hundredths (452.69) feet, said permanent easement being Two Hundred (200) feet Wide-Fifty (50) feet wide on the East side and One Hundred Fifty (150) feet wide on the West side of and said temporary easement being Two Hundred Thirty (230) feet wide-Sixty (60) feet wide on the East side and One Hundred Seventy (170) feet wide on the West side of the next Nine Hundred Seventy-four and Twenty-five Hundredths (974.25) feet of, said permanent easement being Thirty (30) feet wide-Ten (10) feet wide on the East side and Twenty (20) feet wide on the West side of, and said temporary easement being Seventy (70) feet wide-Thirty (30) feet wide on the East side and Forty (40) feet wide on the West side of the next Eight Hundred Forty-two and Eight Hundredths (842.08) feet of the following described center line: Beginning at a point on the North line of the Northwest Quarter of Section Twenty-two (22) Township Four (4) North, Range Six (6) East, East of the Sixth Principal Meridian, Gage County, Nebraska, Six Hundred Seventy-one and Ninety-six Hundredths (671.96) feet East of the Northwest corner of said Northwest Quarter of Section Twenty-two (22); thence South Forty degrees, three minutes, Four seconds (40° 03' 04") East, a distance of Four Hundred Fifty-two and Sixty-nine Hundredths (452.69) feet to a point; thence South Fifteen degrees, Twenty-two Minutes, one second (15° 22' 01") west, a distance of Four Hundred Forty-five (445) feet to a point; thence South Sixty-six degrees, Eleven Minutes, Eighteen Seconds (66° 11' 18") east, a distance of Five Hundred Twenty-nine and Twenty-five Hundredths (529.25) feet to a point; thence South Twenty-one degrees, Forty-four minutes, thirty seconds (21° 44' 30") east, a distance of Three Hundred Seventy-six and Eight Hundredths (376.08) feet to a point; thence South Zero degrees, Twenty-three minutes, Fifty-nine seconds (00° 23' 59") east, a distance of Eight Hundred Thirty-nine and Sixty-eight Hundredths (839.68) feet to a point; thence South Twenty-six minutes, Ten seconds, Thirty-eight minutes (26° 10' 38") West, a distance of Two and Forty Hundredths (2.40) feet to the point of termination, said point being also, One Thousand Three Hundred Forty-four and Fifty-three Hundredths (1344.53) feet East of the Southwest corner of said Northwest Quarter of Section Twenty-two and said point being also, Two Thousand Four Hundred Four and Eighty-three Hundredths (2404.83) feet South of said North line of the Northwest Quarter of Section Twenty-two (22), said permanent easement containing 5.6 Acres more or less and said temporary easement containing 7.1 Acres more or less.
2. It is further understood and agreed by the Parties that the Party of the First Part shall have the full use of said real estate subject to the needs of the Party of the Second Part for said easement, but the Party of the First Part shall exercise proper care so as to avoid damage or injury to said sewer line or to any person or property by interference with said line.

3. The party of the second part agrees to compensate the party of the first part for any damage it causes to fences, crops, or personal property on said real estate in exercising its right of ingress and egress for the purpose of construction, operation, maintenance and repair of said sewer line as aforesaid; compensation for any such damage done during the first year of this agreement shall be in the amount of \$ 1100, less the market value of crops actually produced in said easement area; thereafter, said compensation shall be the actual market value of such crops or portions thereof damaged as aforesaid.
4. The party of the second part agrees to take all reasonable steps possible to restore as nearly as possible the ground affected by the exercise of said easement to the condition it was prior to the initial construction of said sewer line and related structures, including any necessary chiseling or conditioning of the surface of the land in said easement area.
5. The party of the second part agrees that said sewer line will not be closer than Three (3) feet to the surface of the land, and topsoil will be replaced by the party of the second part to a depth of at least One (1) foot above said sewer line.
6. The party of the second part agrees that it will pay to the party of the first part Five Hundred Dollars (\$500) per manhole for any manholes placed in cultivated areas which are less than Two (2) feet in depth from the surface of the land.
7. The Parties further agree that they shall indemnify one another for any damage caused by any lack of due care which they have agreed to exercise pursuant to this agreement.
8. The Parties further agree that the covenants and agreements herein contained shall run with the above described land, and the liability to perform and the right to enforce performance of the same shall pass to the heirs and assigns of the Parties, provided, that no person shall be personally liable for the breach of any of the covenants and agreements herein contained unless such breach was committed during his ownership of said land.
9. The Grantor acknowledges receipt of a copy of the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970, referred to as Public Law 91-646 91st Congress, S. I., January 2, 1971, 811 Stat. 1894-1907, Grantor has read said act, and understands its provisions and hereby voluntarily waives his right to all provisions under this act.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this
13th date of November, 1975.

In presence of:

Jean Schueler

William W. Cook

Margaret L. Cook
 Party of the First Part

City of Beatrice, Nebraska, a Municipal Corporation

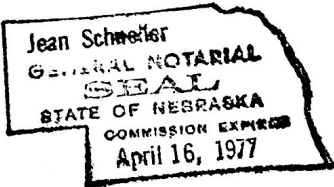
Judy A. Tilton

By [Signature]
 General Manager, Board of Public Works,
 in behalf of the Municipal Corporation.

BOOK 55 PAGE 417

STATE OF NEBRASKA:
COUNTY OF GAGE : ss

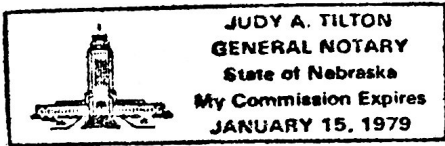
The foregoing instrument was acknowledged before me this 13th day of November, 1975, by William W. Cook and Margaret L. Cook, Husband and Wife.



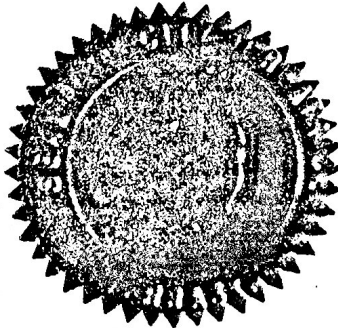
Jean Schmeiser
Notary Public

STATE OF NEBRASKA:
COUNTY OF GAGE : ss.

The foregoing instrument was acknowledged before me this 29 day of December, 1975, by James W. Bauer General Manager of the Board of Public Works, of the City of Beatrice, Nebraska, a municipal corporation, in behalf of the municipal corporation.



Judy A. Tilton
Notary Public



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Fee: \$12.25 Chg. & Return: Board of Public Works, Box 279, Beatrice, Ne 68310

STATE OF NEBRASKA, County of Gage ss. Filed for record and entered in Numerical Index on 4th day of May, 1977, at 9:00 o'clock A. M., and recorded in Book 55 of Miscellaneous Page 415.
[Signature] By [Signature] Deputy
Register of Deeds