

EASEMENT

THIS EASEMENT AGREEMENT made and executed this 6th day of SEPTEMBER, 1974, by and between ELIZABETH T. HAMPTON (formerly known as Elizabeth Tomlinson) (hereinafter referred to as "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 251 of DOUGLAS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as "Grantee"), WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that part of the South One-half (S 1/2) of Section Seven (7), in Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, described as follows (hereinafter referred to as "Parcel 1"):

(a) That part of the Southeast Quarter (SE 1/4) and that part of the East One-half of the Southwest Quarter (E 1/2 - SW 1/4), all in said Section 7, lying north of the Union Pacific Railroad right-of-way; and,

(b) A tract of land consisting of Tax Lots Three (3) and Four (4) in the NW 1/4 - SW 1/4 of said Section 7, and Lots 1, 2 and the East 77 feet of Lots 3 and 4 in Block 1 and Lots 7, 8, 9, 10, 13 and 14 and the East 108 feet of Lots 11 and 12 in Block 2 all in Poppleton's Addition, Village of Elkhorn, together with vacated streets and alleys adjacent thereto, except for those parts of the foregoing described tract of land heretofore conveyed by Grantor;

WHEREAS, included within the boundaries of the Grantee is certain real estate described as Winterburn 3rd Addition, a subdivision, as surveyed, platted and recorded, Douglas County, Nebraska (hereinafter referred to as "Parcel 2"), which subdivision lies within the South One-half of the Northwest Quarter (S 1/2 - NW 1/4) of Section Seven (7), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska; and,

WHEREAS, Grantor desires to grant and Grantee desires to receive the following easement over, under and across those parts of Parcel 1 described as follows:

A permanent sanitary sewer easement twenty (20) feet in width and a temporary construction easement fifty (50) feet in width, both being located in the North One-half of the SW 1/4, Section 7, in the Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska,

the centerline of said easements more particularly described as follows: Commencing at the Northeast corner of the SW 1/4 of said Section 7; thence South 89°59'53" West on the North line of the SW 1/4 of said Section 7, 759.78 feet to the point of beginning; thence South 45°03'23" West, 707.30 feet; thence South 58°35'23" West, 305.00 feet; thence South 77°23'38" West, 483.60 feet; thence South 15°12'43" West, 236.00 feet to a point on the North line of the Village of Elkhorn Sewage Treatment Plant Property (hereinafter referred to as the "Permanent Sanitary Sewer Easement Premises" and the "Temporary Construction Easement Premises," respectively).

NOW, THEREFORE, in consideration of the sum of Fourteen Thousand Dollars (\$14,000.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and for other valuable consideration, the following grants and agreements are made:

1. Grantor hereby grants to Grantee, its successors and assigns, as easements appurtenant to Parcel 2 the following:

(a) A permanent easement for a sanitary sewer pipeline over, under and across the said Permanent Sanitary Sewer Easement Premises, including the right to enter upon said easementway for the repair, maintenance and replacement of said pipeline; and

(b) An easement for the construction and installation of said sanitary sewer pipeline over, under and across the said Temporary Construction Easement Premises for a period of one (1) year from the date hereof and upon the expiration of said period this temporary construction easement and all rights of Grantee hereunder shall terminate and be of no further force or effect.

2. Upon the completion of the construction and the installation of the said sanitary sewer pipeline, Grantor shall have the right, and Grantor hereby expressly reserves the right to erect, operate and maintain permanent improvements and buildings over and upon the said Permanent Sanitary Sewer Easement Premises and to fully use and enjoy the surface of the same, but such use shall not unreasonably interfere with Grantee's use of the same.

3. Grantor shall have the right to connect on or hook up to said sanitary sewer pipeline at such locations and in such numbers as may be desired by Grantor and there shall be no assessment or fee chargeable against Grantor for such connections or hookups; provided, however, such connections or hookups by Grantor shall be limited to the extent that said sanitary sewer pipeline

shall not be loaded or subjected to a volume of discharge in excess of that amount that said pipeline would bear if Parcel 1 were entirely developed or subdivided for single family residential use and entirely served by said sanitary sewer pipeline. Grantee expressly warrants that the said sanitary sewer pipeline to be installed shall be sufficient size to serve Parcel 1 as above described and that the use of said sanitary sewer pipeline by Grantee shall be so limited or restricted as to assure Grantor the full enjoyment of all rights of Grantor under this Paragraph 3. Grantee expressly acknowledges that Grantor's foregoing right to connect or hook into said sanitary sewer pipeline shall extend to and be appurtenant with all of said Parcel 1, whether said Parcel 1 hereafter consists of several tracts owned by different parties and whether said right to connect or hook on is exercised with respect to Parcel 1 or several tracts thereof at the same or at different times.

4. Grantor warrants that she has good and indefeasible fee simple title to Parcel 1 and has the right to grant the above-described easements, subject to all matters of record and subject to the rights of tenants in possession.


5. Grantee agrees to construct and install said sanitary sewer pipeline in a good and workmanlike manner, all costs and charges (including special assessments, if any) therefor to be paid by Grantee. At all times during the construction and installation of said sanitary sewer pipeline Grantee shall provide reasonable locations and means of access and passage over the Temporary Construction Easement Premises for Grantee and Grantee shall have the right of access and passage over such premises at such locations. Grantee agrees that the construction and installation of said sanitary sewer pipeline shall cause no damage whatsoever to the present improvements of Grantor on Parcel 1, whether located above or below the surface of the ground. Upon any excavation and refilling of the land to install said pipeline, Grantee agrees to leave topsoil over such excavation area to a depth of not less than two (2) feet from the surface and will properly compact and refill said excavation

as necessary to avoid settling and any indentataon as a result of said excavation. Grantee further agrees to maintain said sanitary sewer pipeline in good working order and repair, including replacement if necessary, at its sole cost and expense.

6. Grantee agrees to fully indemnify and hold Grantor harmless at all times hereafter from any and all loss or damage in any way relating to or arising from said sanitary sewer pipeline or the construction, installation or maintenance thereof, except as to any buildings which Grantor, her successors or assigns may hereafter construct upon Permanent Sanitary Sewer Easement Premises with the same being at the sole risk of Grantor. Not in limitation of the foregoing, in the event the sanitary sewer pipeline, or Grantee's maintenance, repair or replacement of the same causes damage to improvements (except as to buildings) hereafter constructed upon said easementway by Grantor or to crops or landscaping thereon, Grantee agrees to promptly restore, replace or repair such damage in a reasonable and workmanlike manner.

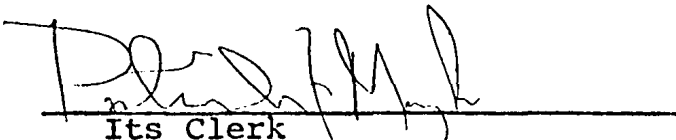
7. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, personal representatives, successors and assigns of the parties hereto.

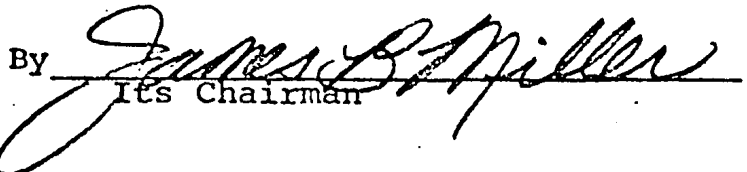
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.


Elizabeth T. Hampton, Grantor

SANITARY IMPROVEMENT DISTRICT NO. 251
OF DOUGLAS COUNTY, NEBRASKA, Grantee

ATTEST:

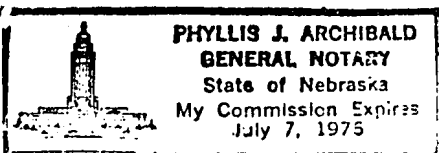

Its Clerk

By 
Its Chairman

STATE OF Nebraska)
COUNTY OF Douglas) ss.

Before me, a notary public qualified for said county, personally came Elizabeth T. Hampton, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

1974. WITNESS my hand and notarial seal on July 29



Phyllis J. Archibald
Notary Public

My Commission expires: July 7, 1976

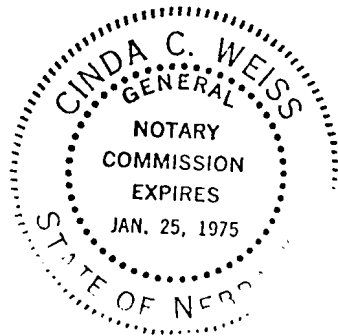
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a notary public qualified for said county, personally came James B. Miller, the Chairman of Sanitary and Improvement District No. 251 of Douglas County, Nebraska, a political subdivision of the State of Nebraska, known to me to be the Chairman and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Sanitary and Improvement District No. 251 of Douglas County, Nebraska, and that the execution thereof was duly authorized by the Board of Trustees of said District.

1974. WITNESS my hand and notarial seal on Sept 10

Cinda C. Weiss
Notary Public

My Commission expires: January 25, 1975



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C. H. H. REGISTER
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DOUGLAS COUNTY, NEBR.

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