

EASEMENT

THIS EASEMENT AGREEMENT MADE the 16th day of March, 1967, between Frank Lueningborg and Rosa S. Lueningborg, husband and wife, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. In consideration of the payment of \$2,000.00 per running foot, being a total of \$ 3,088.18 and other valuable consideration, the 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 35, Township 45 North, Range 11 East of the 6th P.M., 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 30-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at the East Quarter Corner of said Section 35 and proceeding thence, South 00° 00' 00" East (assumed bearing) along the East line of said Section 35 a distance of 1450.34 feet; thence, South 90° 00' 00" West, a distance of 33 feet to the point of beginning; thence, North 47° 22' 28" West a distance of 861.91 feet; thence North 03° 57' 54" East a distance of 682.18 feet to the south Right-of-Way line of State Highway No. 92,

2. For the further consideration of the payment of One (\$1.00) Dollar 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 one hundred (100) feet in width adjacent to the above described permanent easement and described as

a 35-foot wide temporary construction easement lying on either side of and adjacent to the above described easement, making a total of 100 feet, all as set out in the attached plat.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a 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 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 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.

9. That the 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, and that they will and their heirs, executors and administrators shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

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

Frank Luemborg

Rosa S. Luemborg

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this day and year first above written before me the under-
signed Notary Public, duly commissioned and qualified for and in said
County, personally came FRANK LUDWIGSBURG AND ROSA
S. LUDWIGSBURG, HUSBAND AND WIFE

to me know 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 acts and deeds.

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

Elizabeth R. Fisher

My Commission expires on:



561

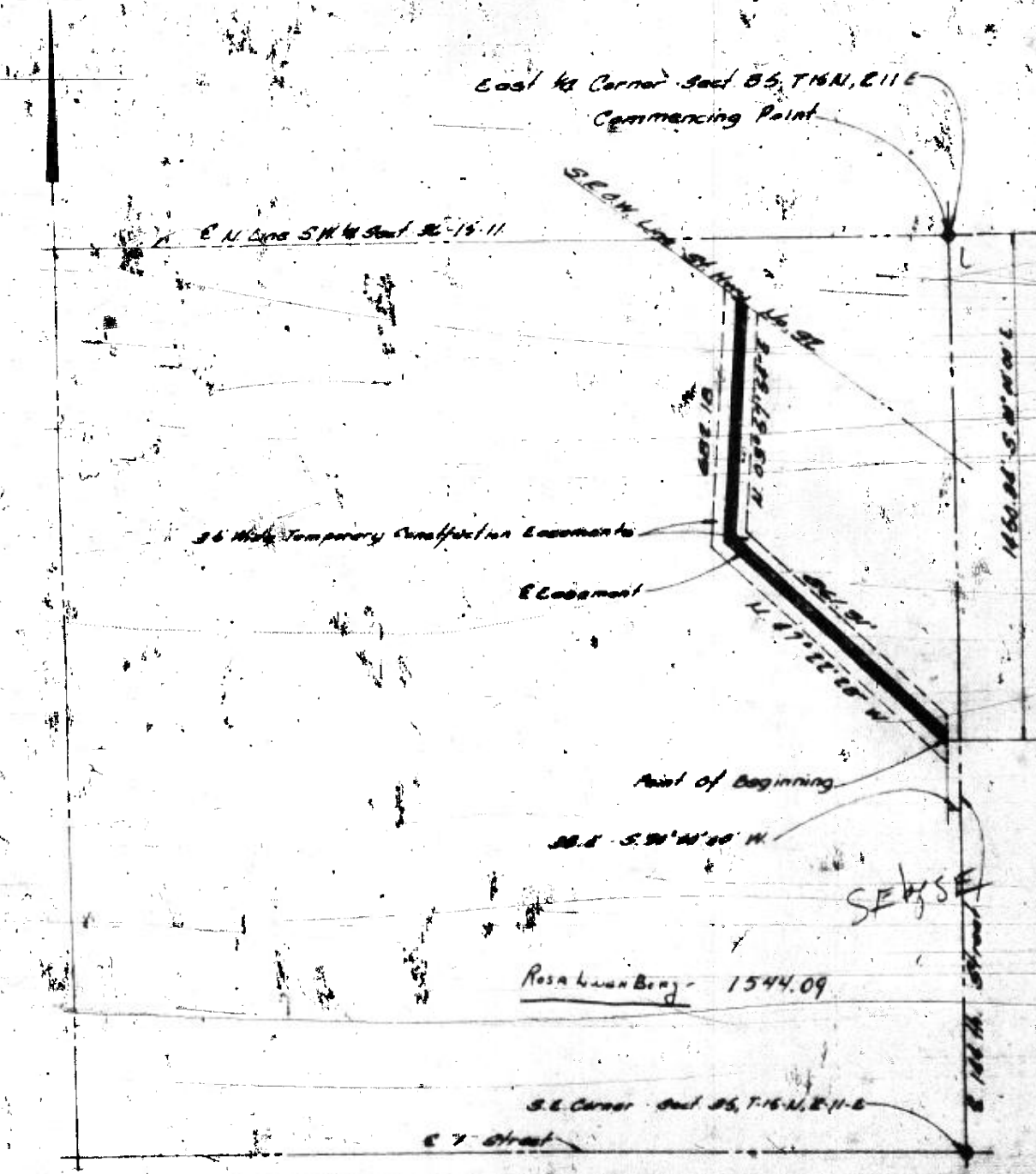
Permanent Sewer & Drainage Easement No. 2.
Parkside Outfall Sewer - S.D. No. 171, Douglas County, Nebr.

Legal Description:

A strip of land 30 feet wide located in the Southeast Quarter of Section 35, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the East Quarter Corner of said Section 35 and proceeding thence, South $00^{\circ} 00' 00''$ East (assumed bearing) along the East line of said Section 35 a distance of 1450.34 feet; thence, South $90^{\circ} 00' 00''$ West, a distance of 33 feet to the point of beginning; thence, North $47^{\circ} 22' 28''$ West a distance of 861.91 feet; thence, North $03^{\circ} 57' 54''$ East a distance of 682.18 feet to the south Right-of-Way line of State Highway No. 92.

Also, 35-foot wide temporary construction easements lying on either side of and adjacent to the above described easement.



Prepared By Callahan & Schaefer, Inc. - 8-25-66

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

3 DAY March 19 67 11:41 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 758