

SEWER EASEMENT AGREEMENT

THIS AGREEMENT made this 8 day of February, 1955, between EARL KENNETH ROOT and EVA JEAN ROOT, husband and wife, (herein called Grantors), and SANITARY AND IMPROVEMENT DISTRICT NO. 10 of Douglas County, Nebraska, a corporation, (herein called Grantee), WITNESSETH:

WHEREAS, Grantors are the owners of and in exclusive possession of the following described real estate:

The South one-half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) and all of the Southwest Quarter ($SW\frac{1}{4}$), (except Union Pacific Railroad right-of-way) in Section Thirty-five (35), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M. in Douglas County, Nebraska, (except roads and highways); said real estate being hereinafter described as Parcel A.

WHEREAS Grantee is organized under Sections 31-727 to 71-762 of the Revised Statutes of Nebraska, 1943, as amended, and whereas Grantee embraces the following described real estate:

The Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-five (35) Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M. in Douglas County, Nebraska, except the following:

(a) except the West fifteen ($W15$) acres of the North one-half ($N\frac{1}{2}$) of the said Northeast Quarter ($NE\frac{1}{4}$).

said real estate being hereinafter described as Parcel B.

WHEREAS the owners of Parcel B are in the process of platting and sub-dividing Parcel B into an addition now tentatively known and platted as Westgate Addition, and it is necessary to connect the sanitary sewer main of Westgate Addition with the disposal plant of Sanitary and Improvement District No. 6 of Douglas County, Nebraska, which disposal plant is located within the Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-four (34), Township Fifteen (15) North, Range Twelve (12) east of the 6th P.M. in Douglas County, Nebraska; and such connection will require the connecting main to traverse parts of Parcel A, and

WHEREAS Grantors are willing to give and grant the necessary easement over Parcel A for such sewer main,

NOW; THEREFORE, in consideration of payment of the sum of \$1,250.00 cash to Grantors by Grantee, (receipt of which is acknowledged by Grantors), and in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. Grantors do herewith grant to the Grantee, its privies, successors and assigns a perpetual license and easement over, under and upon the following described portions of Parcel A:

A strip of land approximately 50 feet wide, the center-line of which is described as follows: Beginning at a point on the west line of Section 35, Township 15 North, Range Twelve East, approximately 600 feet north of the Southwest corner of the Northwest Quarter of Section 35, Township Fifteen North, Range 12; thence east on and along a line approximately 600 feet north of and parallel to the south line of the Northwest Quarter of Section 35, Township 15, North, Range 12, to a point approximately 1,055 feet east of the west line of said Section 35; thence south on and along a line approximately 1,055 feet east of and parallel to the west line of the Northwest Quarter of said Section 35, a distance of approximately 590 feet; thence turning an angle of 190° to the left and running a distance of approximately 580 feet; thence turning an angle of 64°45' to the left and running a distance of approximately 595 feet; thence turning an angle 5°45' to the left and running a distance of approximately 580 feet; thence turning an angle of 51°50' to the left and running a distance of approximately 770 feet to a point on the east line of the Northwest Quarter of Section 35, Township 15 North, Range Twelve, and 10 feet north of the center of said Section 35.

Said easement and license to be for the following purposes:

(a) To enter upon said real estate last above described and to construct, use, maintain, repair, replace and renew such sanitary sewer main or mains as may be necessary to connect Parcel B with the disposal plant referred to above.

2. Grantors further covenant and agree with the Grantee that in the event engineering surveys later require a slight deviation in the location of the sewer line from the exact description last set out above, then Grantee shall furnish Grantors with a corrected description and this easement shall automatically cover such corrected description.

3. In consideration of the foregoing, Grantee covenants and agrees with the Grantors that any and all damage done to the crops, trees, shrubbery, fences or other structures located upon Parcel A as a result of the construction of the said sewer main or the exercise of any other rights herein granted, shall be immediately repaired and replaced by the Grantee at its sole expense. Grantee further agrees that no buildings located upon Parcel A shall be destroyed or damaged by the Grantee or contractors or sub-contractors of the Grantee.

4. Grantee further agrees with the Grantors that the Grantors shall have the continuing right to connect to such sewer main the one single family dwelling now occupied by them and located upon Parcel A without payment of any connection fee to the Grantee, but subject, however, to such annual charge as said Sanitary District No. 6 may make from time to time for handling sewage disposal. It is further agreed between the parties hereto that no further connections may be made to the sewer line constructed within this easement without prior payment to the Grantee or its assigns of a connection fee, which fee shall be prescribed and filed by the Grantee from time to time, but not to exceed the sum of \$100.00 per each dwelling house connecting to or using the said sewer main of Grantee.

It is agreed between all parties hereto that this easement shall automatically become void and inoperative unless the Grantee shall have constructed such connecting sewer main within eighteen (18) months from date hereof.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, successors and assigns.

EXECUTED the day and year first above written.

Earl Kenneth Root
Earl Kenneth Root

Eva Jean Root
Eva Jean Root

SANITARY AND IMPROVEMENT DISTRICT
NO. 10 OF DOUGLAS COUNTY, NEBRASKA

By: *Richard L. Corvick*
Chairman

Attest: *Frank D. [Signature]*
Clerk

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 8th day of February, 1955, before me, the undersigned, a Notary Public in and for said County, personally came Earl Kenneth Root and Eva Jean Root, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing, and they acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Lewis R. [Signature]

My Commission expires:
May 29, 1959

CONSENT OF MORTGAGEE

The Prudential Insurance Company of America, being the owner and holder of a certain \$50,000.00 mortgage covering and

encumbering Parcel A above described; said mortgage being dated April 14, 1952, recorded April 15, 1952 in Book 1102 at Page 39 of the Mortgage Records of Douglas County, Nebraska, does herewith consent to the grant of the foregoing easement and to the exercise of all rights granted under said easement; provided, however, that the execution of this consent shall not be construed as a release of any of said real estate from the lien of said mortgage.

Executed this 4th day of March, 1955.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: William J. McBurney
Vice President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

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On this 7th day of March, 1955, before me, a Notary Public in and for said County, personally came William J. McBurney to me personally known to be ~~the~~ a vice president of The Prudential Insurance Company of America, and he did acknowledge the execution of the foregoing to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal at Minneapolis in said county the day and year last above written.

Thomas H. Huggan



THOMAS H. HUGGAN
Notary Public, Hennepin County, Minn.
My Commission Expires Dec. 15, 1960

14 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
14 DAY March 1955 AT 1:57 P.M. THOMAS I. O'CONNOR, REGISTER OF DEEDS. 3.50