

WITNESSETH:

THIS EASEMENT AGREEMENT MADE the 16 day of February, 1967, between Lester M. Monroe and Gladys B. Monroe, husband and wife, hereinafter called Grantors, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 of DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. In consideration of the payment of Two (\$2.00) Dollars per running foot, being a total of \$5,702.20 and other valuable consideration, receipt of which is hereby acknowledged, Grantors, being the owners of the land hereinafter described as being a part of the Southwest Quarter of Section 25, Township 15 North, Range 11 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 30-foot wide permanent sanitary sewer easement centered about a line more particularly described as follows:

Commencing at the southwest corner of said section 25 and proceeding thence; North 89° 45' 52" East (assumed bearing) a distance of 856.51 feet; thence North 0° 10' 08" West a distance of 33 feet to the point of beginning; thence North 1° 02' 50" East a distance of 78.96 feet; thence North 18° 44' 38" East a distance of 435.54 feet; thence North 26° 39' 06" East a distance of 648.1 feet; thence, North 29° 04' 43" East a distance of 350.0 feet; thence, North 32° 10' 26" East a distance of 351.90 feet; thence North 32° 25' 05" East a distance of 272.01 feet; thence North 7° 28' 25" East a distance of 577.99 feet; thence, North 4° 03' 05" East a distance of 136.56 feet to the South line of the Northwest quarter of Section 25-15-11, East of the 6th P.M., Douglas County, Nebraska.

2. For the further consideration of the payment of One (\$1.00) Dollar and other valuable consideration, receipt of which is acknowledged, Grantors, being the owners of 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 which embraces one hundred (100) feet in width adjacent to the above described permanent easement and described as

a 100 foot wide temporary construction easement the westerly boundary of which lies 50 feet westerly and parallel to the centerline of the above described permanent easement, and the easterly line of which lies 50 feet easterly of and parallel to the above described easement.

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 Grantors by reason of said construction, and to replace the soil as nearly as practically possible to its original condition. Grantee further agrees that if the sewer construction through the permanent and temporary easements changes or disturbs any of the contours on the Grantors' land, that said contours will be restored as nearly as possible to their identical condition which existed prior to the granting of the easement. The Grantee further agrees that where said sewer construction traverses cultivated land of the Grantors that the manholes will be placed 3 feet below the ground-level at all points where it is feasible from an engineering standpoint, and that all effort will be made to keep the cultivated land free and clear of such obstructions.

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 heirs 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. Grantors, 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. The Grantors, however, shall be permitted to construct streets, sidewalks, driveways, parking lots, and retaining walls; and that sewers, drains and utilities may be placed on said easementway; that in the event the District is required to repair, replace or renew the sewer line after such construction has taken place, the District will be obligated to repair and restore any such permitted structure.

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, including any contours existing on the land.

7. 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.

10. That the Grantee agrees not to commence construction on said sanitary outfall sewer or to enter onto the land of the Grantors for preliminary work prior to March 15, 1967.

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

STATE OF NEBRASKA)
COUNTY OF DOUGLASS) SS

On the day and year first above written before me the undersigned Notary Public, duly commissioned and qualified for and in said County, personally came Lester M. Monroe and Gladys B. Monroe, 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 acts and deeds.

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

Notary Public

My Commission expires on the ___ day of _____, 19__.

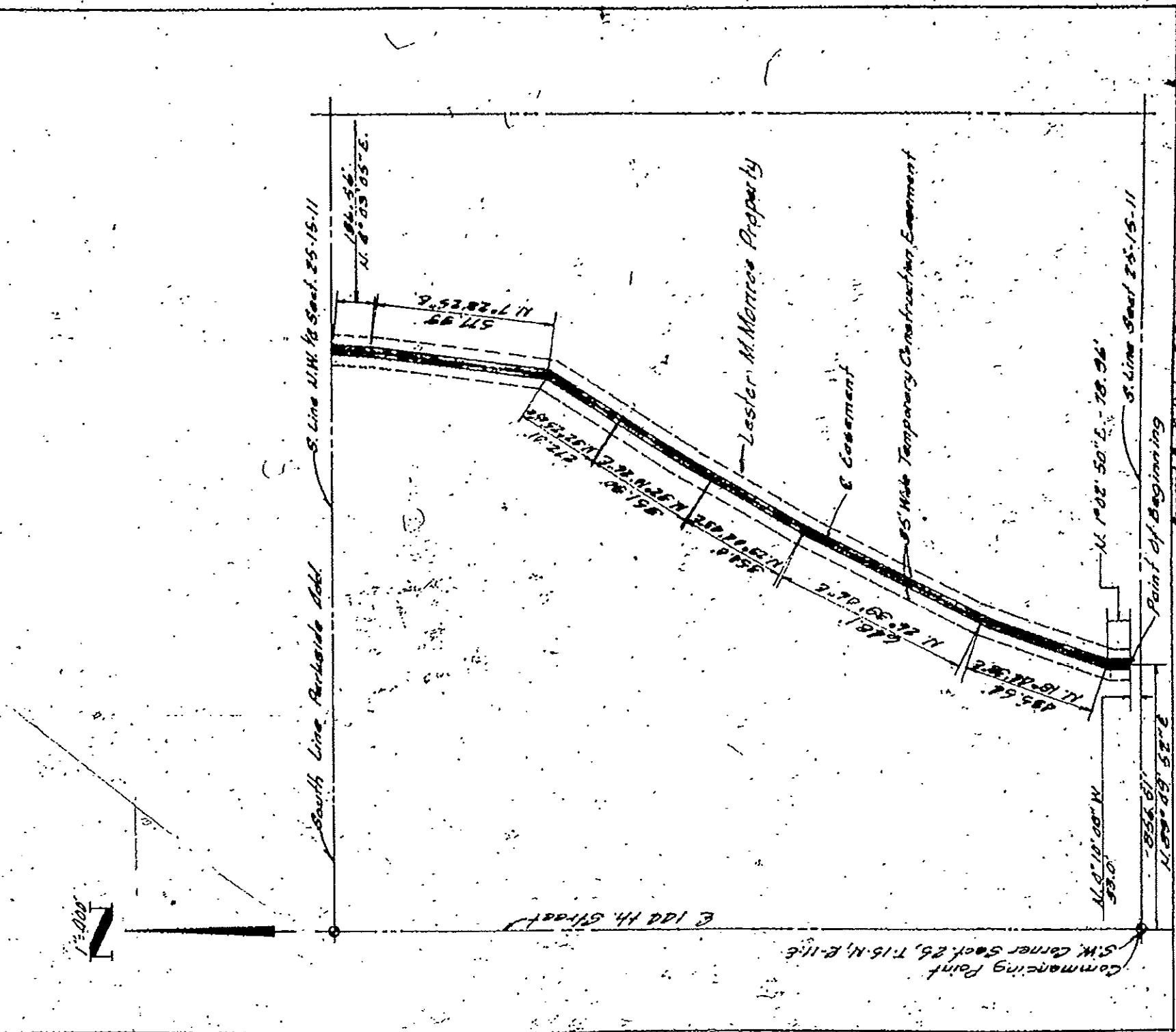


BOOK 44 PAGE 43
 8th and 9th Sewer & Drainage Easement No. 5
 Parkside Ditch Fall & Sewer S. & I. O. No. 171, P. 71a6 County, Nebr.
 Legal Description

A strip of land 30 feet wide located in the Southwest Quarter of Section 25, 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 Southwest Corner of said Section 25 and proceeding thence, North 89° 49' 52" East (assumed bearing) a distance of 856.51 feet; thence, North 0° 10' 08" West a distance of 33 feet to the point of beginning; thence, North 1° 02' 50" East a distance of 78.96 feet; thence, North 18° 44' 38" East a distance of 435.54 feet; thence North 26° 39' 06" East a distance of 648.1 feet; thence, North 29° 04' 43" East a distance of 350.0 feet; thence, North 32° 10' 26" East a distance of 351.90 feet; thence, North 32° 25' 05" East a distance of 272.01 feet; thence North 7° 28' 25" East a distance of 577.99 feet; thence, North 4° 03' 05" East a distance of 136.56 feet to the South line of the Northwest Quarter of Section 25-15-11, East of the 6th P.M., Douglas County, Nebraska.

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



21. REVIEWED BY AMERICA, INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 17. DAY March 1967 AT 3:54 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 756