

EASEMENT

25-15-11
 THIS EASEMENT AGREEMENT made the 26th day of October, 1970, between LESTER M. MONROE and GLADYS B. MONROE, husband and wife, hereinafter called Grantors, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 OF DOUGDAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. In consideration of the payment of Two Dollars and Twenty-five Cents (\$2.25) per running foot, being a total of \$5,280.66 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 on the~~ more particularly described as follows:

Commencing at the West Quarter Corner of Section 25, Township 15 North, Range 11 East of the 6th P. M., Douglas County, Nebraska; thence, North 90° 00' 00" East (Assumed Bearing) along the South line of the North-west One Quarter of said Section 25, a distance of 33 feet to the point of beginning; thence, continuing North 90° 00' 00" East a distance of 266.77 feet; thence, South 00° 0' 35" West a distance of 308.96 feet; thence South 43° 58' 59" East a distance of 617.44 feet; thence, South 26° 59' 59" East a distance of 354.39 feet; thence, South 10° 40' 9" East a distance of 200.64 feet; thence, South 22° 10' 54" East a distance of 565.42 feet; thence, South 26° 37' 2" West a distance of 39.87 feet; thence, North 22° 10' 54" West a distance of 594.71 feet; thence North 10° 40' 9" West a distance of 199.36 feet; thence, North 26° 59' 59" West a distance of 345.61 feet; thence, North 43° 58' 59" West a distance of 625.08 feet; thence, North 00° 0' 35" East a distance of 311.04 feet; thence, North 90° 00' 00" West along a line 10 feet South of and parallel to the South line of Parkside Addition, a platted and recorded Subdivision in Douglas County, Nebraska, a distance of 236.77 feet; thence, North 00° 00' 00" West a distance of 10 feet to the Point of Beginning.

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 Fifty (150) feet in width adjacent to the above described permanent easement and described as

a 150 foot wide temporary construction easement the description of which is set forth in Exhibit "A" attached.

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 in a manner which will not damage any sewer pipe installed by Grantee 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.

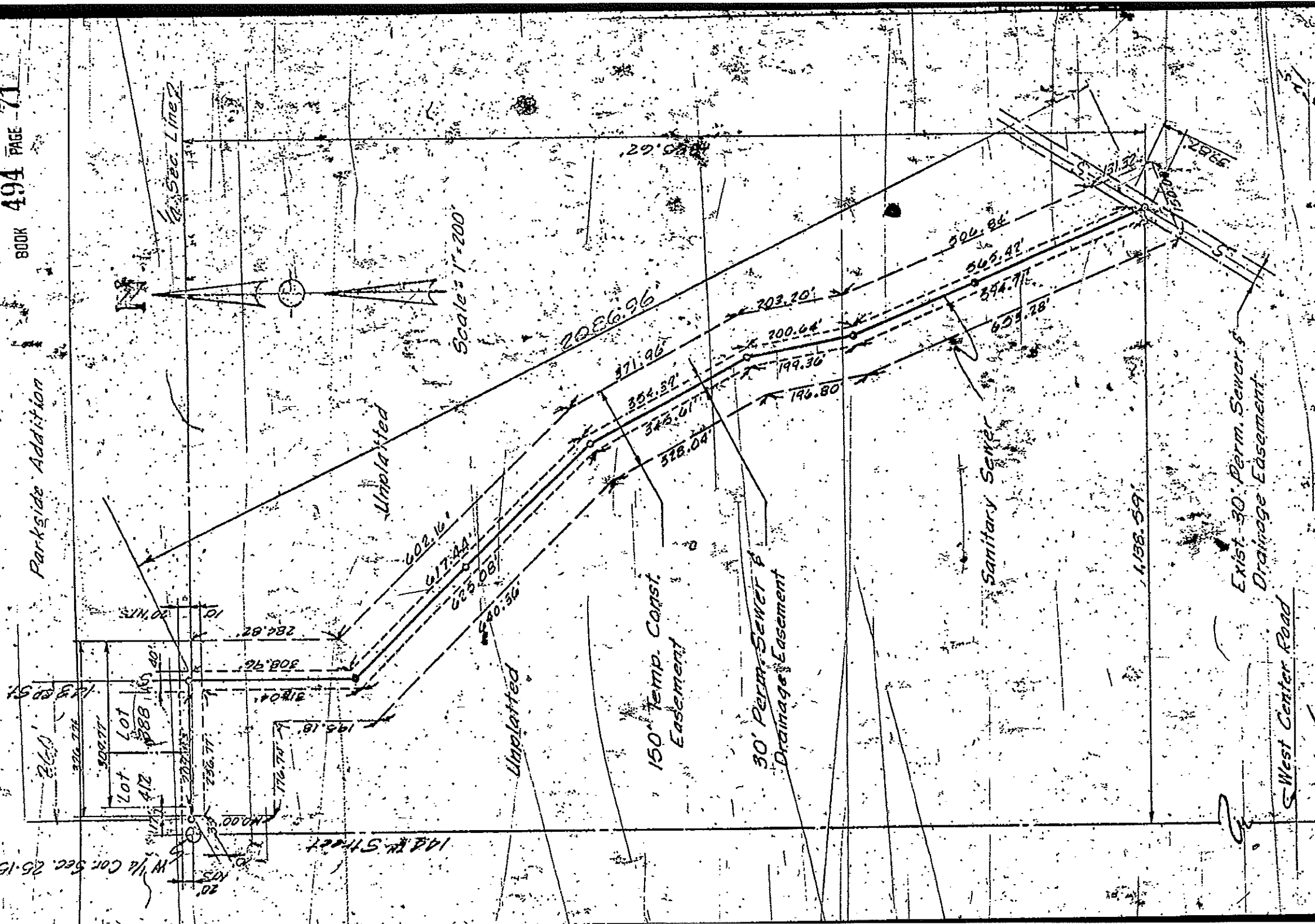
8. By accepting the foregoing temporary construction easement Grantee agrees to repair all fences, if any, which may be damaged in connection with said construction work and to restore said land to its present condition as nearly as may be reasonably practicable, including any contours existing on the land.

Temporary Construction Easement

Commencing at the West quarter corner of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska; thence East along the South line of the Northwest quarter of said Section 25 a distance of 359.77 feet to the point of beginning; thence South 0°0'35" West (assumed bearing) a distance of 284.82 feet; thence South 43°58'59" East a distance of 602.16 feet; thence South 26°59'59" East a distance of 371.96 feet; thence South 10°40'09" East a distance of 203.20 feet; thence South 22°10'54" East a distance of 506.84 feet; thence South 67°49'6" West a distance of 131.32 feet; thence South 57°49'6" West a distance of 150.00 feet; thence North 22°10'54" West a distance of 653.28 feet; thence North 10°40'09" West a distance of 196.80 feet; thence North 26°59'59" West a distance of 328.04 feet; thence North 43°58'59" West a distance of 640.36 feet; thence North 0°0'35" East a distance of 195.18 feet; thence South 89°55'16" West a distance of 176.74 feet to a point on the East right-of-way line of 144th Street; thence Northerly along said East right-of-way line a distance of 150.00 feet to the South line of the Northwest one-quarter of said Section 25; thence Easterly along the South line of the Northwest one-quarter of said Section 25 a distance of 326.77 feet to the point of beginning.

EXHIBIT "A"

Parkside Addition



West Center Road

Exist. 30' Perm. Sewer & Drainage Easement

FILED IN NEBRASKA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEB.
1920 AT 10:17 A.M. G. HAROLD CUTLER, REGISTER OF DEEDS

DAY OF Nov. 1920