

80-82

E A S E M E N T

THIS EASEMENT AGREEMENT made the 7th day of March 1973, between Boetel & Co., a corporation, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. For valuable consideration, the receipt of which is hereby acknowledged, Grantor, being the owner of the land hereinafter described as being a part of Lot 113 in Georgetowne Replat, a Subdivision of 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 permanent sewer and drainage easement in Lot 113, Georgetowne Addition Replat, a platted and recorded subdivision in Douglas County, Nebraska being more particularly described as follows:

Beginning at the Westernmost corner of Lot 113; thence North 89°55'18" East along the Northerly line of said lot a distance of 409.59 feet to a point; thence South 00°04'41" East a distance of 25.00 feet to a point; thence South 89°55'18" West along a line 25.00 feet Southerly of and parallel to the Northerly line of 113 a distance of 175.00 feet to a point; thence North 83°59'46" West a distance of 235.92 feet to the point of beginning.

2. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a storm and drainage sewer pipeline and the transmission through said sewer pipeline of storm water and surface drainage 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 storm sewer pipeline in the perpetual easementway shall be fixed and determined by the engineers for Grantee.

3. By accepting the foregoing permanent easement, Grantee agrees to pay all costs of construction of said storm 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.

4. 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.

5. Grantor or its 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 permanent.

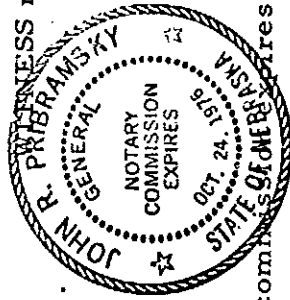
6. That the Grantor for the Corporation and its successors and assigns, does covenant with Grantee and its successors and assigns that it is well seized in fee of the premises above described and that it has the right to grant and convey this permanent easement in the manner and form aforesaid, and that it will and its successors and assigns shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

EXECUTED the day and year first above written.

By G. Charles Boetel President
Edward Burke Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, a Notary Public, qualified in said County, personally came G. Charles Boetel, known to me to be the President and 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 corporation and that its corporate seal was thereto affixed by its authority.

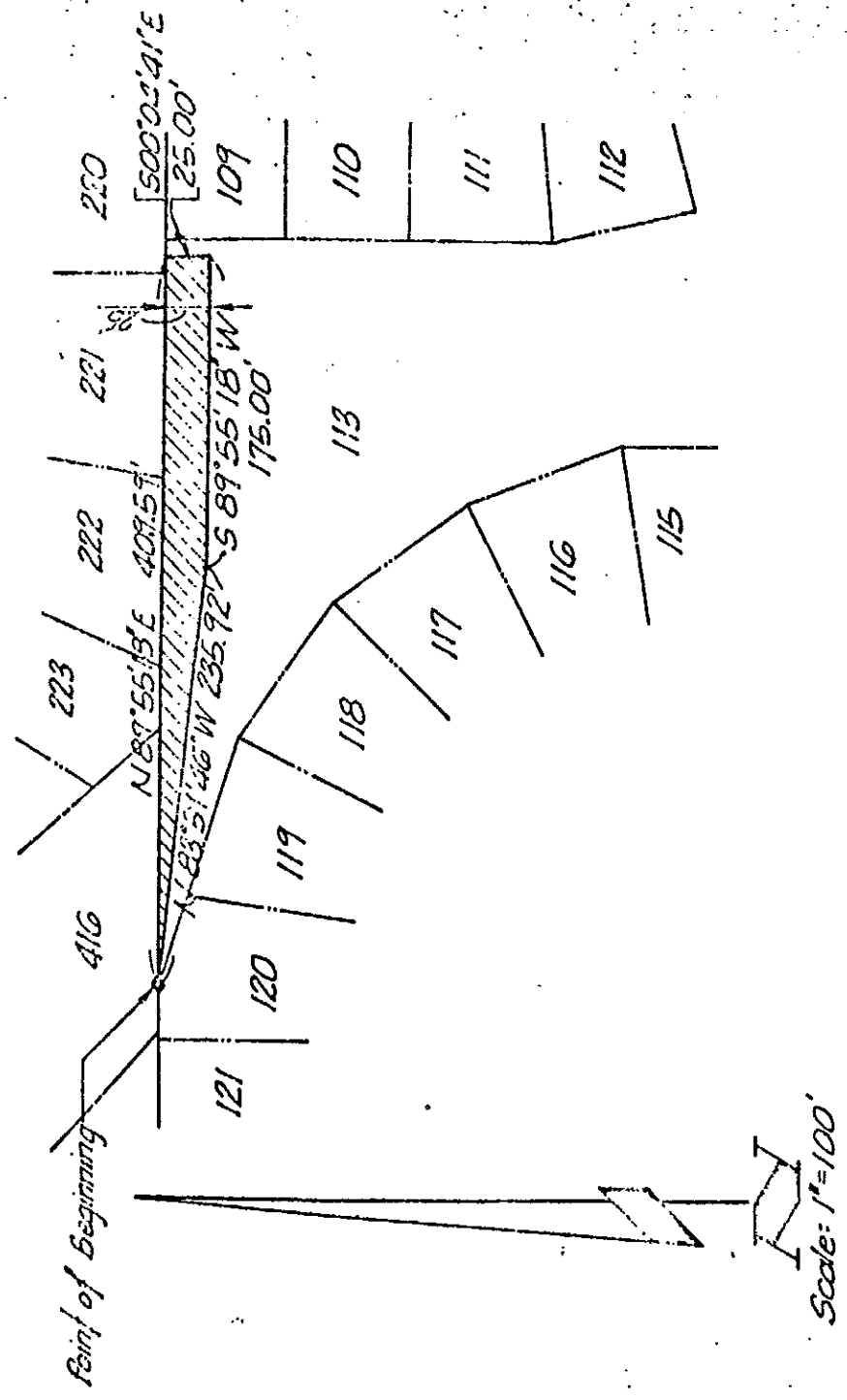


1973. I HEREBY CERTIFY my hand and Notarial Seal on the 7 day of February,
John R. Pridemore
Notary Public

My commission expires on: Oct. 24, 1976

Permanent Sewer & Drainage Easement

*Georgetowne Replat
Douglas County, Nebr.*



Legal Description

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Said easement contains approximately 0.17 acres.

GOLLEHON, SCHEMMER & ASSOCIATES, INC.

REGISTERED PROFESSIONAL SURVEYORS - NEBRASKA

DESIGNED M.D.S. DRAWN M.D.S. CHECKED L.W. DATE 7.27.77

Entered in Numerical Index and filed
 in the office of the Register
 of said County and recorded in
 Book 520 of
 Page 291
 E. Harold O'Brien
 REGISTER OF DEEDS
 Douglas County
 80-82
 G.P.M.D.S.
 Fee

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