

79-757+

Project No. 7131  
Parcel 10

GRANT OF EASEMENT  
PERMANENT SEWER EASEMENT

BOOK 510 PAGE 581

This Indenture and Grant of Easement made this 26th day of May, 1972, between E.G. Miller Realty Co., Inc., A Nebraska Corporation, Trustee hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 236, Douglas County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

That said Grantors in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said SID and City and their assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of water and sewage, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, in, through, over and under the parcel of land described as follows, to-wit:

A Permanent Sewer and Drainage Easement in part of Lots 86, 96, 97, 103, 104, 140, 229, 230, 237, 238, 239, 249, 250, 253, 255, 256, 267, 268, 275, 276, 280, 281, 294, 295, 298, 299, 315, 316, Candlewood Addition, located in parts of the NE 1/4, SE 1/4 and SW 1/4, all in Section 18, T15N, R12E of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

- A. The Westerly 7.5 feet of said Lot 86. (See Exhibit A)
- B. The Northeasterly 7.5 feet of said Lot 96. (See Exhibit B)
- C. The Southwesterly 7.5 feet of said Lot 97. (See Exhibit C)
- D. The Northeasterly 7.5 feet of said Lot 103. (See Exhibit D)
- E. The Southwesterly 7.5 feet of said Lot 104. (See Exhibit E)
- F. The West 5 feet of said Lot 140. (See Exhibit F)
- G. A 25 foot wide easement 8 feet right and 17 feet left of the following described centerline in said Lot 229, more particularly described as follows:

Beginning at a point on the West line of said Lot 229, said point being 251.01 feet South from the Northwest corner of said Lot 229; thence Southeasterly, a distance of 304.58 feet to a point on the Southeasterly line of said Lot 229, said point being 181.81 feet Southwesterly from the Easterly corner of said Lot 229. (See Exhibit G)

- H. A 25 foot wide easement 8 feet right and 17 feet left of the following described centerline in said Lot 230, more particularly described as follows:

Beginning at a point on the West line of said Lot 230, said point being 181.00 feet South from the Northwest corner of said Lot 230; thence East parallel to the North line of said Lot 230, a distance of 300.00 feet; thence Southeasterly, a distance of 137.56 feet to a point on the East line of said Lot 230, said point being 251.01 feet South from the Northeast corner of said Lot 230. (See Exhibit H)

- I. The East 7.5 feet of said Lot 237. (See Exhibit I)
- J. The West 7.5 feet and the East 7.5 feet of said Lot 238. (See Exhibit J)
- K. The West 7.5 feet of said Lot 239. (See Exhibit K)
- L. The East 7.5 feet of said Lot 249. (See Exhibit L)
- M. The West 7.5 feet of said Lot 250. (See Exhibit M)
- N. The Easterly 7.5 feet of said Lot 253. (See Exhibit N)
- O. The West 7.5 feet of said Lot 255. (See Exhibit O)
- P. The East 7.5 feet of said Lot 256. (See Exhibit P)
- Q. The West 20 feet except the South 105 feet of the East 12.5 feet of the West 20 feet of said Lot 267. (See Exhibit Q)
- R. The East 20 feet except the South 105 feet of the West 12.5 feet of the East 20 feet of said Lot 268. (See Exhibit R)
- S. The Northwesterly 7.5 feet of said Lot 275. (See Exhibit S)
- T. The Southeasterly 7.5 feet of said Lot 276. (See Exhibit T)
- U. The Northeasterly 20 feet except the Northwesterly 95 feet of the Southwesterly 12.5 feet of the Northeasterly 20 feet of said Lot 280. (See Exhibit U)
- V. The Southwesterly 20 feet except the Northwesterly 95 feet of the Northeasterly 12.5 feet of the Southwesterly 20 feet of said Lot 281. (See Exhibit V)
- W. The Easterly 7.5 feet of said Lot 294. (See Exhibit W)
- X. The Westerly 7.5 feet of said Lot 295. (See Exhibit X)
- Y. The Northeasterly 7.5 feet of said Lot 298. (See Exhibit Y)
- Z. The Southwesterly 7.5 feet of said Lot 299. (See Exhibit Z)
- AA. The Northwesterly 7.5 feet of said Lot 315. (See Exhibit AA)
- AB. The Southeasterly 7.5 feet of said Lot 316. (See Exhibit AB)

Exhibits are attached hereto and made a part hereof.

No buildings, improvements or structures, shall be placed, in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of said SID and said City; provided, however, that a paved, macadam, rocked, asphalt or other hard surfaced street or parking lot, and trees, grass and shrubbery, may be installed within said easement by Grantor, his or their successors and assigns, and that in the event it becomes necessary to remove or replace said street, parking lot, trees, grass or shrubbery, in order to repair or maintain said sewer line, the removal or repair of said street or parking lot shall be done at the expense of SID and its successors and assigns and said premises shall be restored by SID and its successors and assigns to the condition thereof before said removal or repair.

Said SID shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the SID and said City in any of said construction and work.

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant and defend this easement to said SID and City and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

E.G. MILLER REALTY CO., INC.  
A Nebraska Corporation  
Trustee

CORPORATE SEAL:

By Bruce N. Miller  
Bruce N. Miller President

ATTEST:

E.G. Miller  
E.G. Miller, Secretary

BOOK 510 PAGE 584

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 26<sup>th</sup> day of May, 1972, before me, the undersigned, a Notary Public in and for said County, personally came:

Bruce M. Miller, President of E. G. Miller Realty Co., Inc., a Nebraska corporation, and

E. G. Miller, Secretary of said corporation, to me personally known to be the President and Secretary respectively of said corporation and the identical persons whose names are affixed to the foregoing instrument,

and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said corporation, and the corporate seal of said corporation to be thereto affixed by its authority.

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

*Sheryl J. Morrissey*  
Notary Public

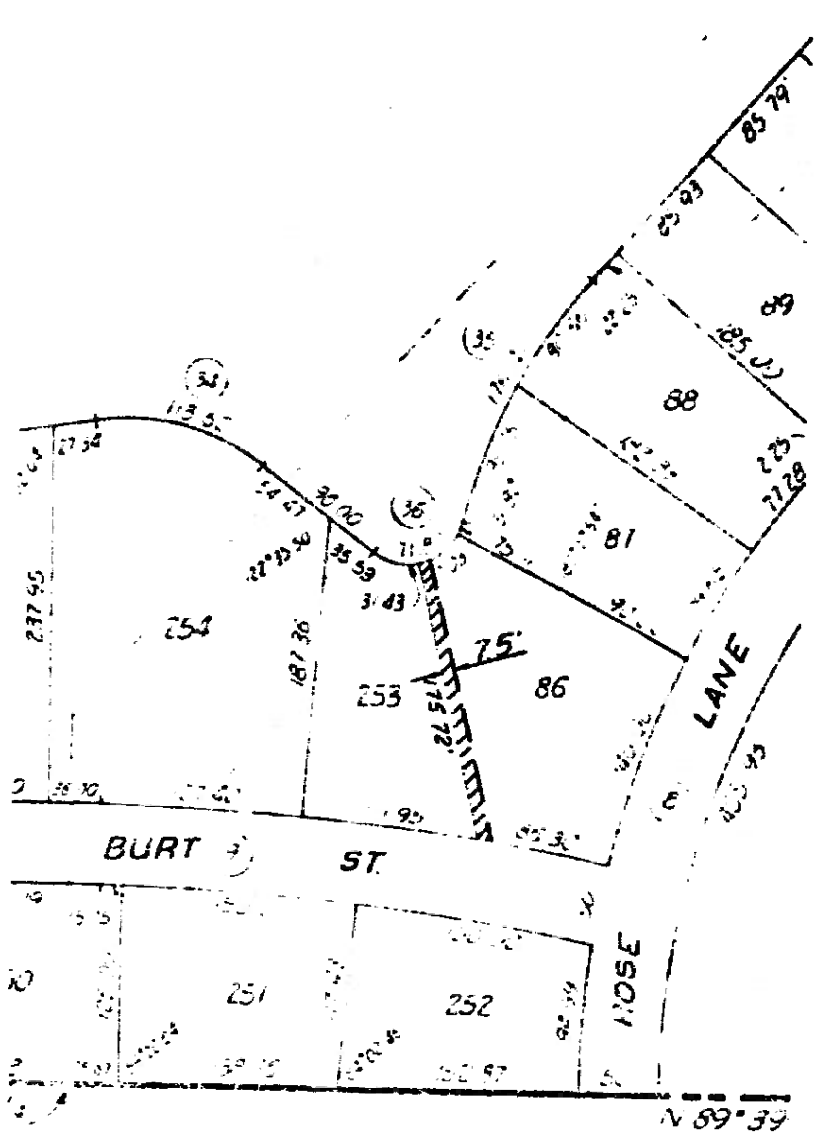
My Commission Expires: Feb 3, 1974



We.

EXHIBIT 'A' DEED 510 PAGE 585

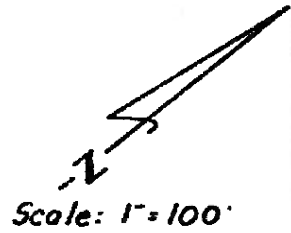
SEWER AND DRAINAGE EASEMENT  
S. & I. D. No. 236  
DOUGLAS COUNTY, NEBRASKA



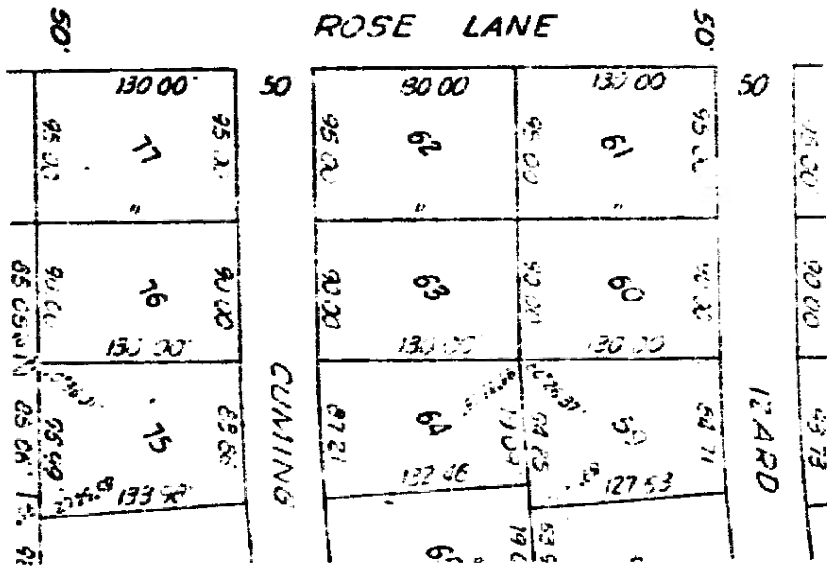
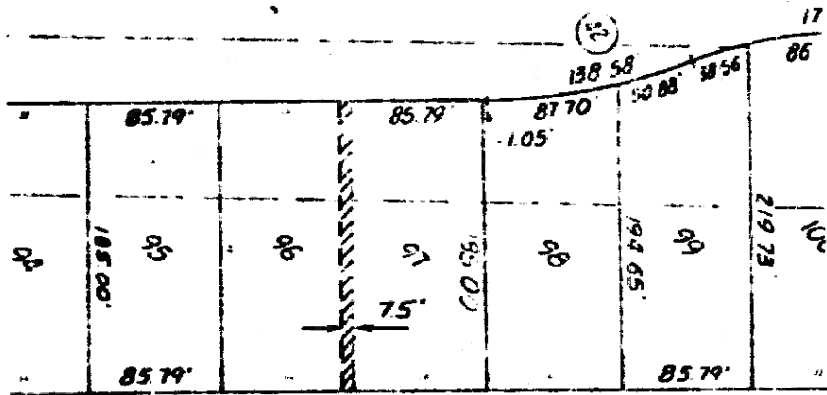
Westerly 7.5 feet Lot 86, Candlewood Addition

EXHIBIT 'B'

SEWER AND DRAINAGE EASEMENT  
S. & I. D. No. 236  
DOUGLAS COUNTY, NEBRASKA



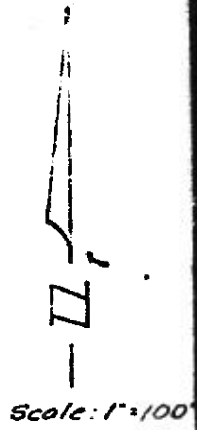
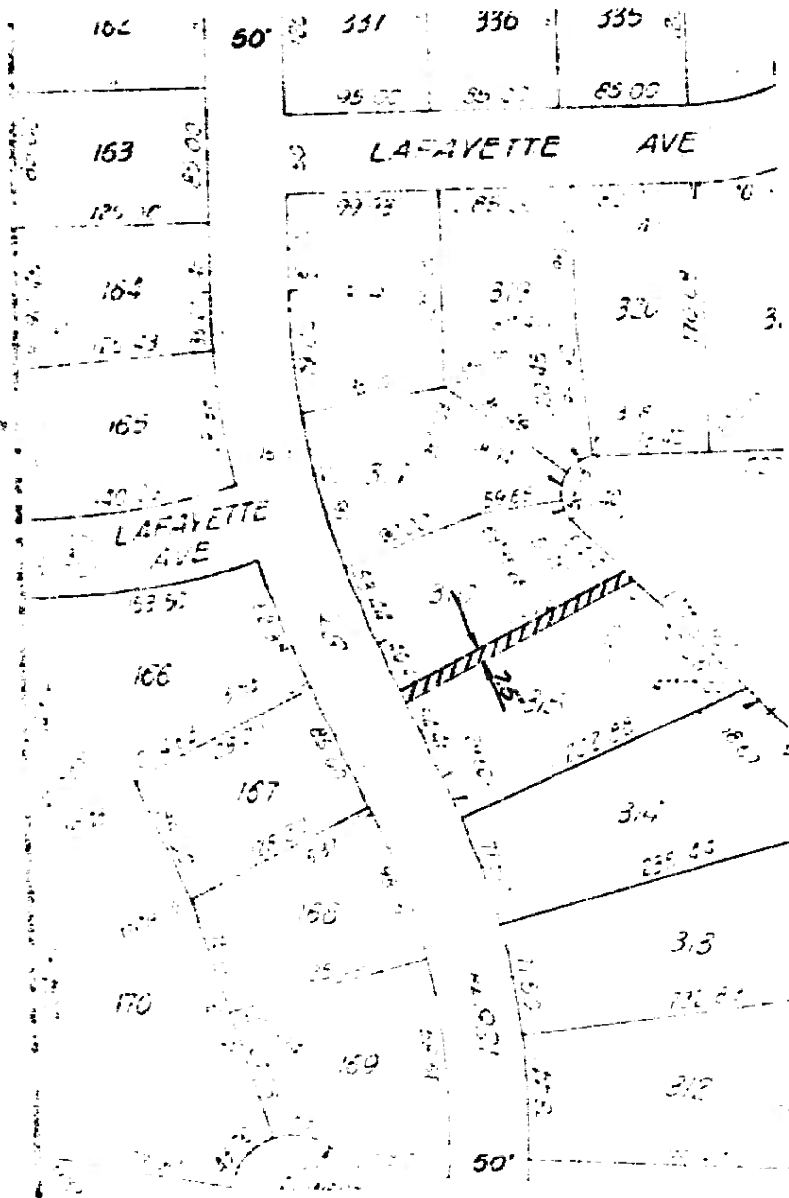
Scale: 1" = 100'



Northeasterly 7.5 feet Lot 96, Candlewood Addition

# EXHIBIT "AB"

## SEWER AND DRAINAGE EASEMENT S. & I.D. No. 236 DOUGLAS COUNTY, NEBRASKA



*Southeasterly 7.5 feet Lot 316, Candlewood Addition*

19  
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 5 DAY OF *June* 1922 AT 2:45 P.M. U. HAROLD OSTLER, REGISTER OF DEEDS 103<sup>02</sup>