

EASEMENT

THIS INSTRUMENT, made this 12th day of September, 1962 between the following named persons all of whom are hereafter called parties of the first part with respect to lands whose descriptions follow their names:

Walter G. Zimmermann and Sarah R. Zimmermann, husband and wife,
2423 South 97 Avenue, Omaha, Nebraska --

Beginning at a point 141.9 feet West and 60 feet South of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 28, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, thence South 726 feet, thence West 300 feet to the East line of Rockbrook Addition, thence North along the East line of Rockbrook Addition 726 feet, thence East 300 feet to the place of beginning, containing 5 acres more or less, except the South 217.8 feet thereof.

George W. Kinnick, 2507 South 97 Avenue, Omaha, Nebraska, and
Jean P. Kinnick, husband and wife --

Beginning at a point 141.9 feet West and 568.2 feet South of the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 28, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, thence South 217.8 feet, thence West 300 feet to the East line of Rockbrook, thence North along the East line of Rockbrook Addition 217.8 feet, thence East 300 feet to a place of beginning, containing 1-1/2 acres more or less.

Fletcher W. Williams and Annis G. Williams, husband and wife,
2511 South 97 Avenue, Omaha, Nebraska --

That part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 256 feet North of and 150.2 feet West of the Southeast corner of said Section 28 (said point being the Southwest corner of Lot 16 Timberlane Estates), thence West along the South line of Lot 16 Timberlane Estates produced West for 300 feet, thence South along the West line of said Lot 16, Timberlane Estates 181.4 feet to the point of beginning.

and SANITARY AND IMPROVEMENT DISTRICT NO. 96, hereafter called the District, witnesseth:

That said parties of the first part, and each with respect only to the individual property owned by him as recited above, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said District, the receipt whereof is hereby acknowledged, do hereby grant, sell, convey and confirm unto said District, its successors and assigns, forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary sewer pipe for the passage of sewer water and sewage in, through, over and under the parcel of land described as follows, to-wit:

of the Southeast Quarter of the Southeast Quarter of
Township 13 North, Range 12 East of the 6th P. M.,
Nebraska, more particularly described as follows:
a line (10) feet in width the center line of which
begins at the Northeast corner of Lot 10, Block 13,
a plotted and recorded subdivision in Sections 28,
Township 13 North, Range 12 East of the 6th P. M.,
Nebraska County, Nebraska; thence South 72° 35' 00" East
(true bearing) a distance of 198.4 feet to the point of
beginning; thence North 29° 55' 30" East a distance of 108.25
feet; thence North 03° 43' 30" East a distance of 141.25 feet;
thence North 03° 37' 30" West a distance of 270.55 feet; thence
North 50° 17' 30" West a distance of 99.65 feet; thence North
0° 21' 30" East a distance of 219.35 feet to a point on a line
60.0 feet Southerly of the North line of the Southeast Quarter
of the Southeast Quarter of said Section 28, said point being
161.21 feet Easterly of the Northeast corner of Lot 3, Block
13 of said Nechbrook.

The parties of the first part grant and convey such right and easement herein contained only over, upon, across and within those lots owned by them and covenant to keep the conditions hereof only with respect to the lots owned by them, their heirs, successors and assigns.

Said 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 any sewer needs to be reconstructed after the lots are filled or improved, the District shall make good or cause to be made good to the owner or owners of the above property any damage that may be done by said changes, or alterations, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, barns, gardens and lawns, caused by work and construction done by the District.

Said District shall cause any trench made on the aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, or sod to be placed thereon, at the option of the District, 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 District, in any of said construction and work.

Said parties of the first part for themselves and their heirs, executors and administrators and for their assigns do confirm with the said District, and its successors and assigns, that they, the parties of the first part, are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors, administrators and assigns shall warrant and defend this easement to said District and its successors and assigns against the lawful claim and demands of all persons.

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

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

Walter G. Zimmerman

approved this 17 day of September, 1962.

K. O. Lucas
Chairman

James Madison
Clerk

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RECEIVED
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1962 SEP 13 PM 2 49

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James Madison

James Madison
1962 SEP 13 PM 2 49