

TEMPORARY 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 party of the second part, its successors and assigns, the receipt whereof is hereby acknowledged, do hereby grant and confirm unto said party of the second part and its successors and assigns, 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:

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:
A strip of land thirty (30) feet in width the center line of
which is an irregular line whose beginning and description is
as follows: Commencing at the Northeast corner of Lot 10,
Block 13, Rockbrook, a platted and recorded subdivision in Sections
28 and 29, Township 15 North, Range 12 East of the 6th P. M.,
Douglas County, Nebraska; thence South $72^{\circ} 35' 00''$ East
(Measured bearing) a distance of 198.4 feet to the point of
beginning; thence North $29^{\circ} 55' 30''$ East a distance of 108.25
feet; thence North $03^{\circ} 43' 30''$ East a distance of 141.25 feet;
thence North $03^{\circ} 37' 30''$ West a distance of 270.55 feet; thence
North $50^{\circ} 17' 30''$ West a distance of 99.65 feet; thence North
 $0^{\circ} 21' 30''$ East a distance of 219.35 feet to a point on a line
60.0 feet southerly of the North line on the Southeast Quarter
of the Southeast Quarter of said Section 28, said point being
161.21 feet easterly of the Northeast corner of Lot 5, Block
13 of said Rockbrook.

Termination of this easement is 90 days after the improvement
is completed.

The parties of the first part grant and convey such right and ease-
ment 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 expressed condition that 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
construction and work, in the way of damage to trees, grounds,
buildings, or other improvements thereon including crops, vines,
gardens and lawns, caused by work and construction done by the
District. 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 do confirm with the said District and
its assigns, that they, the parties of the first part, are well
seized in fee of the lot and premises aforesaid and that they have
the right to grant this easement in the manner and form aforesaid, and
that they will, and their heirs, executors and administrators, shall
warrant and defend this easement to said party of the second part
and its assigns against the lawful claims 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 and seals the day and year first above written.

Walter L. Zimmerman

Sarah K. Zimmerman

Fletcher W. Williams

Anna G. Withers


W. Kinnick

Jean P. Kinnick

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 12th day of September, 1962, before me, a Notary Public in aforesaid county, personally came the above named Walter G. Zimmerman and Sarah R. Zimmerman, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

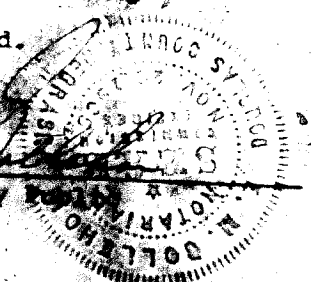
WITNESS my hand and Notarial Seal the day aforesaid.


E. M. Williams
Notary Public

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 12th day of September, 1962, before me, a Notary Public in aforesaid county, personally came the above named George W. Kinnick and Jean P. Kinnick, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day aforesaid.


E. M. Williams
Notary Public

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 12th day of September, 1962, before me, a Notary Public in aforesaid county, personally came the above named Fletcher W. Williams and Annis G. Williams, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day aforesaid.


E. M. Williams
Notary Public

Approved this 12 day of September, 1962.

T. B. Lusa
Chairman

Attest:
John Macdon
Clerk

650

THOMAS J. GUNNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

RECEIVED
1962 SEP 13 PM 2 49

29
mailed

386
of
mailed

511

James J. [unclear]

By
[unclear]
1022
of
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