

E A S E M E N T

THIS INDENTURE, made this 22nd day of February, 1966, between KENNETH OLSON, PHYLLIS OLSON, CARSON BACON and GERTRUDE BACON (hereinafter sometimes referred to as "Owners"), and SANITARY AND IMPROVEMENT DISTRICT NO. 154 OF DOUGLAS COUNTY, NEBRASKA (hereinafter sometimes referred to as "District"),

W I T N E S S E T H:

That said Owners, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by District, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said District and its assigns, perpetually and forever, the right to use, construct, build, lay and maintain a storm sewer line for the passage of sewer, water and soil in, through, over and under a parcel of land twenty (20) feet in width, described as follows, to-wit:

A 10' PERMANENT sewer and drainage easement described as the South 10 feet of the North 1/2 of Lot 3, Block 15, Lawnfield, Douglas County, Nebraska, and a TEMPORARY construction easement described as the South 25 feet of the North 1/2 of said Lot 3.

A PERMANENT sewer and drainage easement lying in the North 1/2 of Lot 8, Block 15, Lawnfield, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Commencing at a point on the East property line of said Lot 8, said point being 60.0 feet South of the Northeast corner of said Lot 8; thence West, 88.05 feet; thence N 67° 25' 46" W, a distance of 134.05 feet; thence S 21° 34' 14" W, a distance of 20.0 feet; thence S 67° 25' 46" E, a distance of 108.75 feet; thence East, 115.30 feet; thence North, 10.0 feet to the point of beginning.

Also a TEMPORARY construction easement running 15.0 feet North and South of the above-described permanent easement.

The exact location of the sewer within the permanent easements shall be fixed by the Engineer for Sanitary & Improvement District No. 154 of Douglas County, Nebraska.

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 said sewer need to be reconstructed, the District shall make good to the Owners of such land, and any lot or lots unto which the same may be platted henceforth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, during construction and thereafter.

In consideration of granting of the storm sewer easement and in consideration that the District will be allowed to excavate on owners' property, the District agrees that all dirt excavated will be placed on the owners' property, and said excavation shall be confined to the East 1/2 of Lot 1 and the NE 1/4 of Lot 2, Block 15, Lawnfield Addition; and further agrees that said excavation shall in no event be greater than seven (7) feet in depth.

Said District agrees to pay all costs of construction of said storm sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

The exact location of the storm sewer line within the permanent easement conveyed herein shall be fixed by the Engineer for the District.

Said Owners for themselves and their successors in title to confirm with the said District and its assigns, that they, the said Owners, are well seized in fee of the premises aforesaid and that they have the right to grant and convey this permanent easement in the manner and form aforesaid, and that they will, and their assigns and successors in title shall warrant and defend this easement to said District and its assigns and successors against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the parties hereto have executed in quadruplicate or have caused this Easement to be executed by their duly authorized officers on the day and year first above written.

Kenneth Olson
Kenneth Olson
Phyllis Olson
Phyllis Olson

Carson Bacon
Carson Bacon
Gertrude Bacon
Gertrude Bacon

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 154 OF DOUGLAS COUNTY, NEBRASKA

John J. Thompson
Clerk

By James J. Bush
Chairman



15 2

LAWNFIELD

10' PERMANENT SEWER & DRAINAGE EASEMENT

25' TEMPORARY CONSTRUCTION EASEMENT

60'

8

298.5'

10'

25'

ADDITION

3

4

70th STREET

SCALE 1" = 50'

GRANTOR: Kenneth Olson, Phyllis Olson, Carson Bacon, Gertrude Bacon

GRANTEE: Sanitary & Improvement District No. 154 of Douglas County, Nebraska

LEGAL DESCRIPTION:

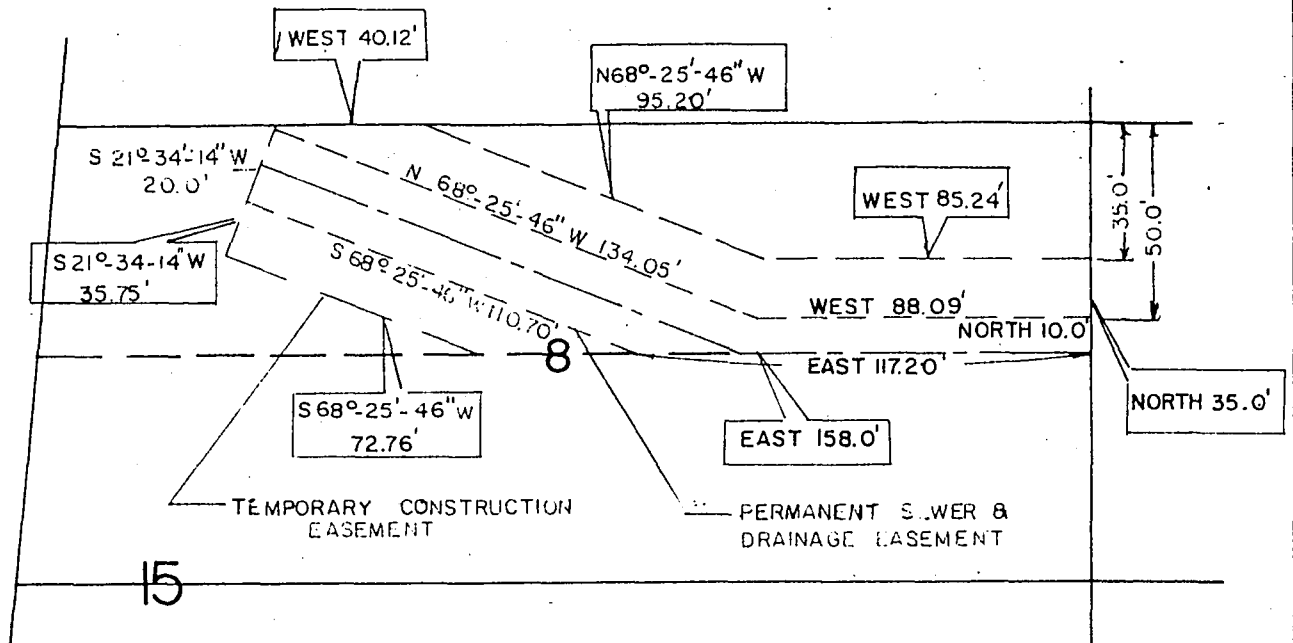
A 10' PERMANENT sewer and drainage easement described as the South 10 feet of the North 1/2 of Lot 3, Block 15, Lawnfield, Douglas County, Nebraska, and a temporary construction easement described as the South 25 feet of the North 1/2 of said lot 3.

The exact location of the sewer within the permanent easement shall be fixed by the Engineer for Sanitary & Improvement District No. 154 of Douglas County, Nebraska.

LAWNFIELD

9

72nd STREET



7
ADDITION

GRANTOR: Kenneth & Phyllis Olsen; Carson & Gertrude Bacon

GRANTEE: Sanitary & Improvement District No. 154 of Douglas County, Nebraska

LEGAL DESCRIPTION:

SCALE: 1" = 50'

A PERMANENT sewer and drainage easement lying in the North 1/2 of Lot 8, Block 15, Lawnfield, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Commencing at a point on the East property line of said Lot 8, said point being 35.0 feet south of the Northeast corner of said Lot 8; thence West, a distance of 88.09 feet; thence N 68° 25' 46" W, a distance of 134.05 feet; thence S 21° 34' 14" W, a distance of 20.0 feet; thence S 68° 25' 46" W, a distance of 110.70 feet; thence East, a distance of 158.0 feet; thence North 10.0 feet to the point of beginning. (The East property line of said Lot 8 assumed North-south in direction.)

Also a TEMPORARY construction easement lying in the above-described Lot 8, more particularly described as follows: Commencing at a point on the East property line of said Lot 8, said point being 50.0 feet south of the Northeast corner of said Lot 8; thence west, a distance of 85.24 feet; thence N 68° 25' 46" W, a distance of 95.20 feet; thence West, a distance of 40.12 feet; thence S 21° 34' 14" W, a distance of 35.75 feet; thence S 68° 25' 46" W, a distance of 72.76 feet; thence East, a distance of 158.0 feet; thence North, 35.0 feet to the point of beginning. (The East property line of said Lot 8 assumed North-south in direction.)

The exact location of the sewer within the permanent easement shall be fixed by the Engineer for Sanitary & Improvement District No. 154 of Douglas County, Nebraska.

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Mack P
RECEIVED

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THE STATE OF TEXAS
COUNTY OF DALLAS

THE STATE OF TEXAS
COUNTY OF DALLAS
435 Mac
503

Stamp
Lamp Repreasion Assoc
4010 Dodge

32-327 975
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