

60-790
791
GRANT OF EASEMENT
PERMANENT SEWER EASEMENT

Project No. P.S.T. 3755
P.S.D. 3754
BOOK **521** PAGE **499**

This Indenture and Grant of Easement made this 26th day of February, 1973, between Ewell J. Karnes and Barbara J. Karnes, husband and wife; and Donald F. Day and Patricia Day, husband and wife hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 189, 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:

Permanent Sewer and Drainage Easements in Lots 7,8.9 and 10, Park Drive Industrial Park, as surveyed, platted and recorded in Douglas County, Nebraska being more particularly described as follows:

A. The Northwesterly 5 feet, and the Western most 10 feet of said Lot 9. (see Exhibit A).

B. The Southeasterly 5 feet of said Lot 10. (see Exhibit B).

C. The Northwesterly 220 feet of the Southwesterly 5 feet of said Lot 7. (see Exhibit C).

D. An easement in said Lot 8 of varying widths, the baseline of said easement being more particularly described as follows:

Beginning at the Northeast corner of said Lot 8; thence Southeasterly along the Northerly line of said Lot 8, a distance of 210.00 feet, said easement being 5 foot wide being right of the foredescribed baseline; thence Southerly, a distance of 91 feet more or less to a point on the South line of said Lot 8 being 90.00 feet from the East corner of said Lot 8, said easement being 10 feet wide, 5 feet on both sides of the foredescribed baseline. (see Exhibit D).

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, 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, 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 themselves and their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that they, the Grantors 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 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 Grantors have hereunto set their hands and seals the day and year first above written.

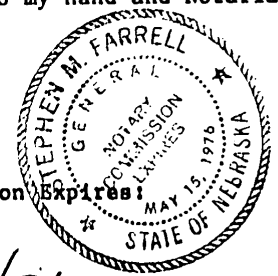
Ewell J. Karnes Donald F. Day

Barbara J. Karnes Patricia Day

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 26 day of February, 1973, before me, a Notary Public in and for said County, personally came Ewell J. Karnes and Barbara J. Karnes, husband and wife; and, Donald F. Day and Patricia Day, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



Stephen M. Farrell
Notary Public

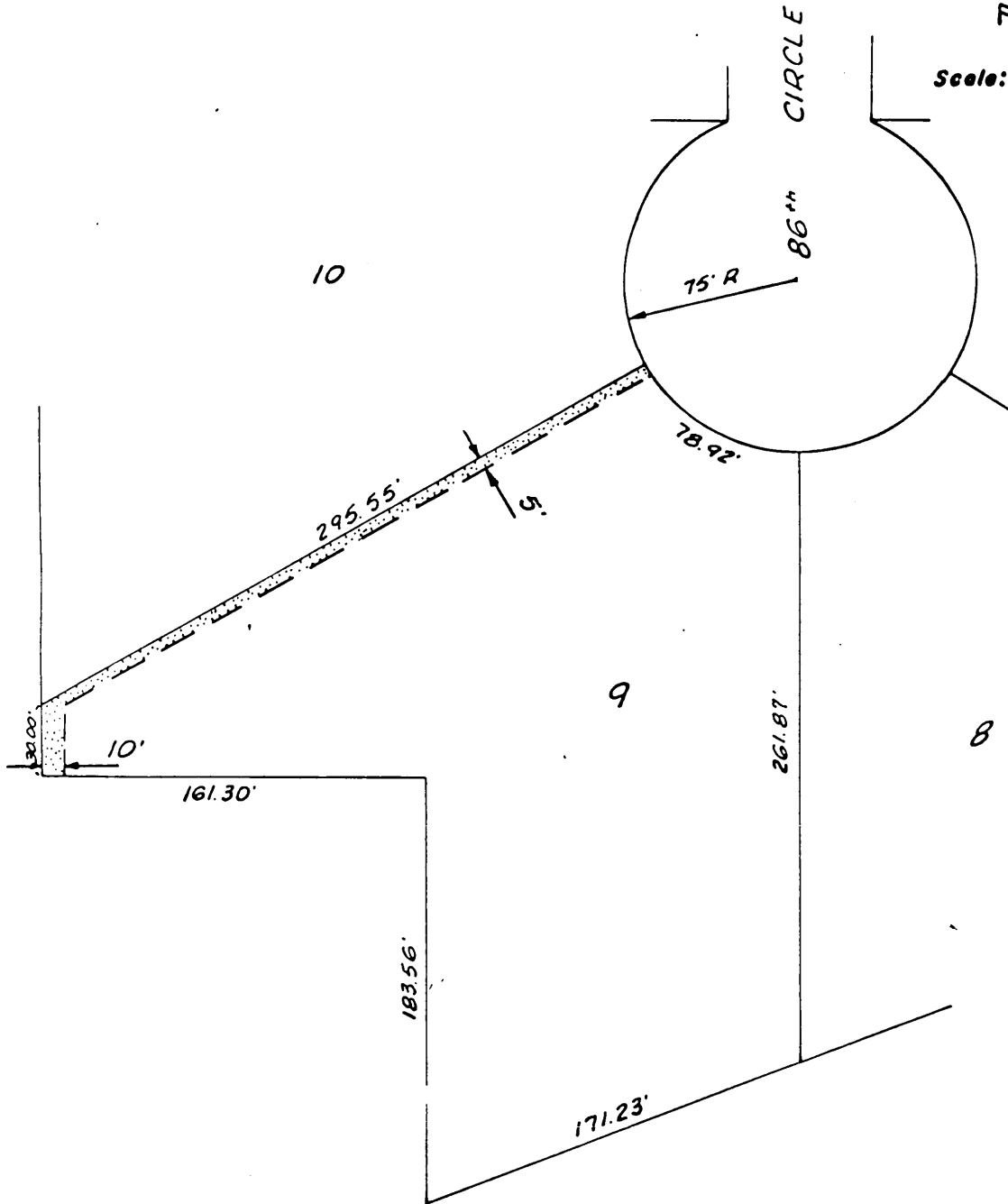
My Commission Expires: 5/15/76

EXHIBIT "A"

SEWER AND DRAINAGE EASEMENT
S. & I. D. No. 189
DOUGLAS COUNTY, NEBRASKA



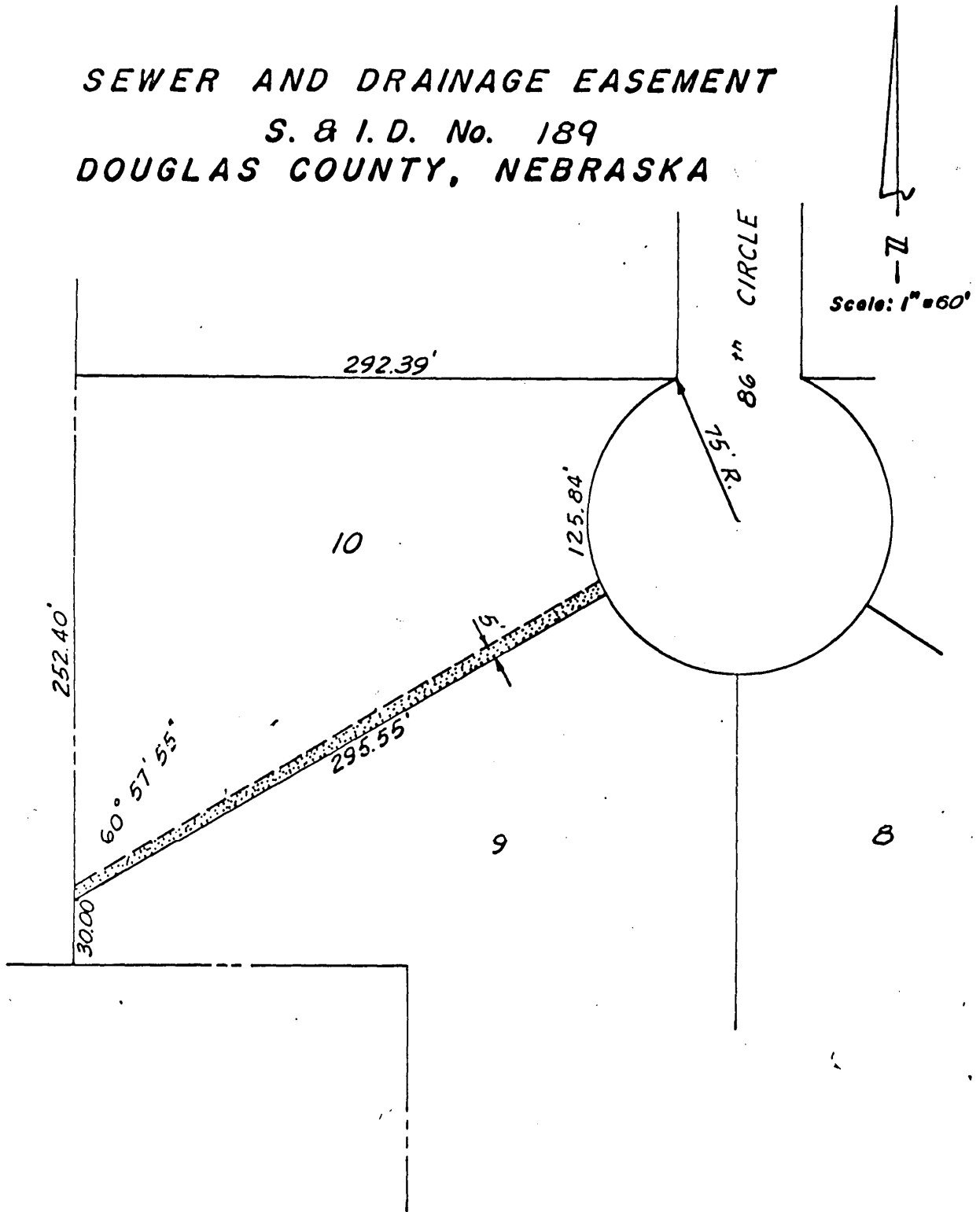
Scale: 1" = 60'



Part Lot 9
Park Drive Industrial Park

EXHIBIT "B"

SEWER AND DRAINAGE EASEMENT
S. & I. D. No. 189
DOUGLAS COUNTY, NEBRASKA



Port Lot 10
Park Drive Industrial Park

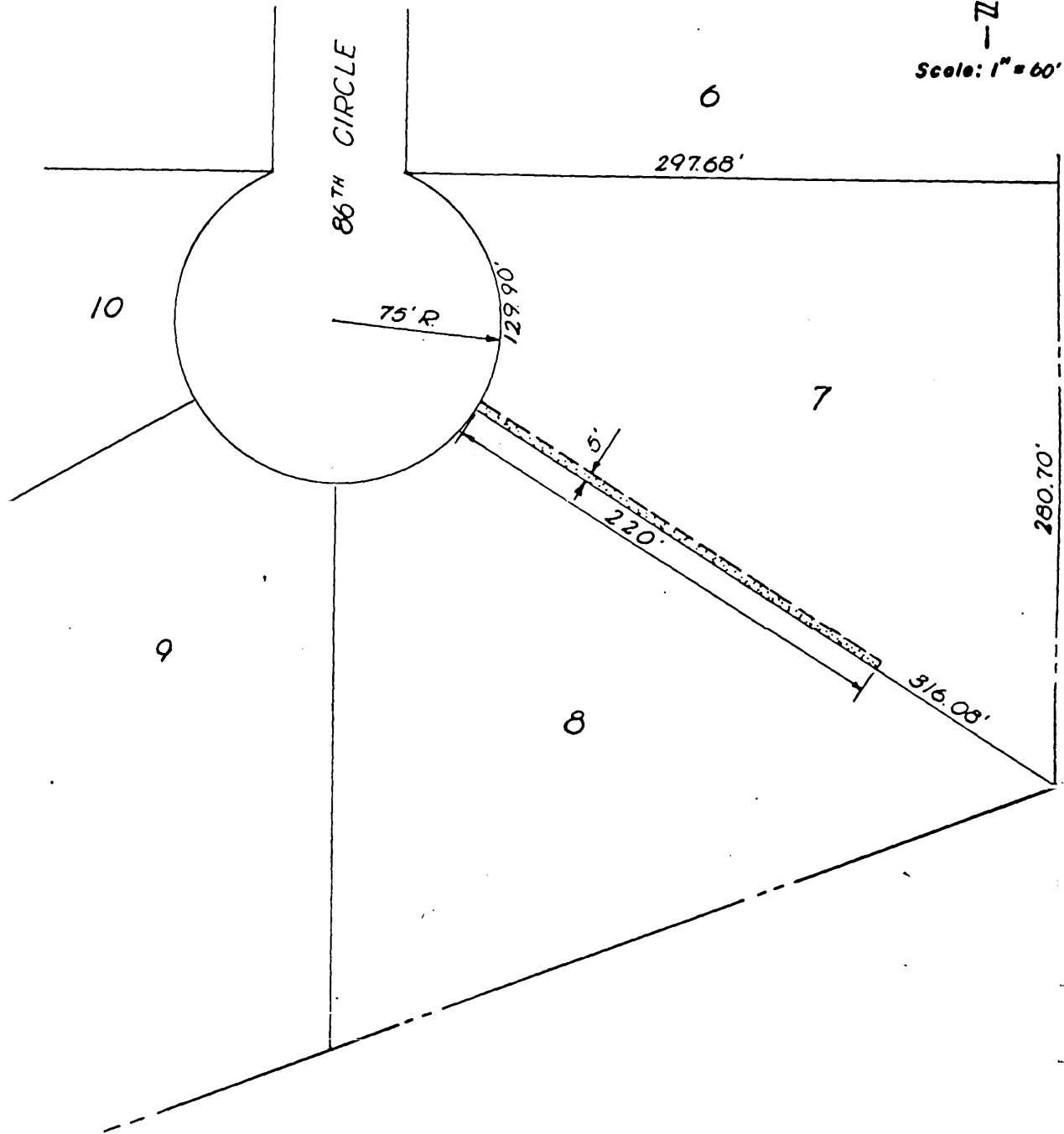
EXHIBIT "C"

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SEWER AND DRAINAGE EASEMENT S. & I. D. No. 189 DOUGLAS COUNTY, NEBRASKA



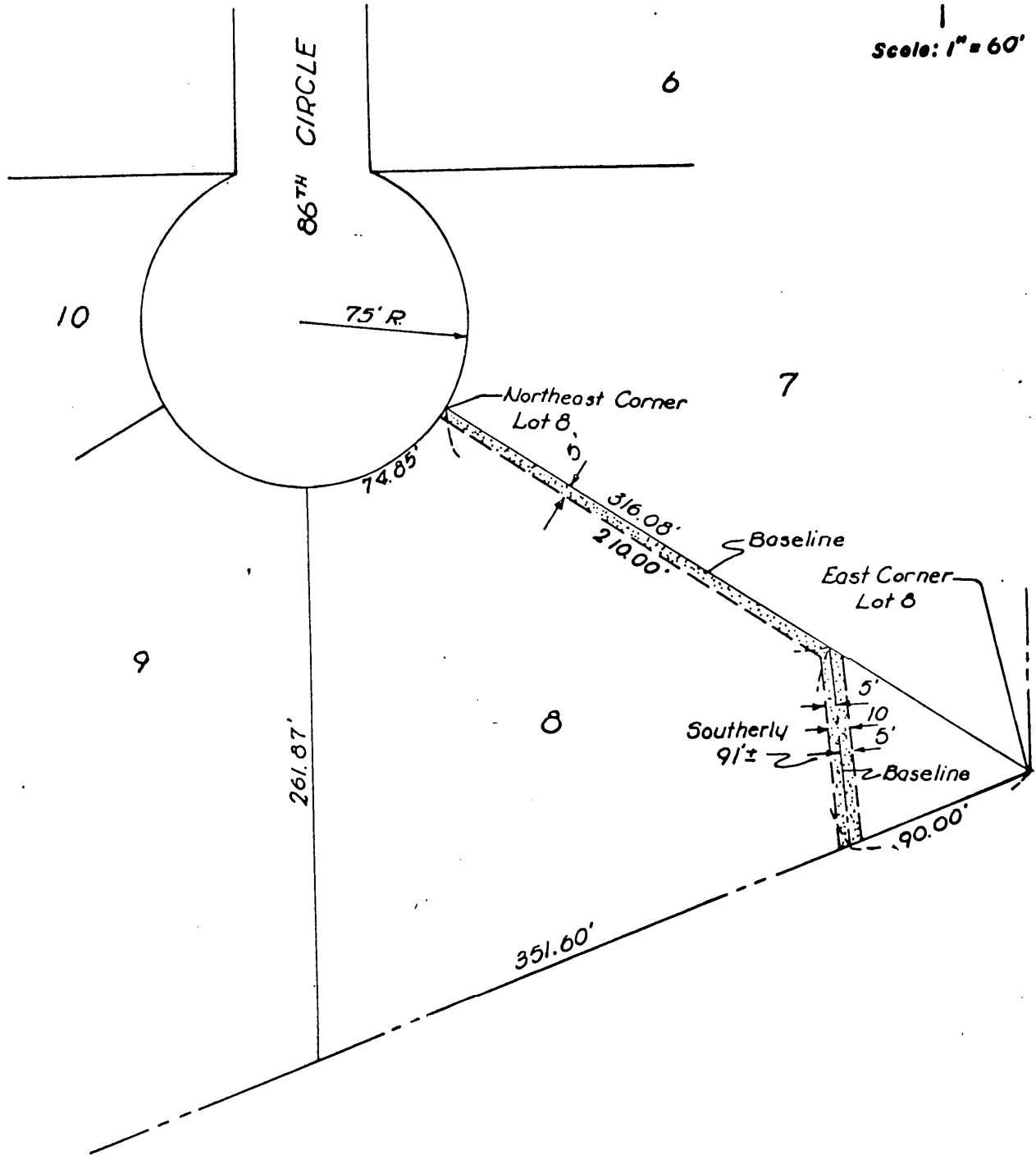
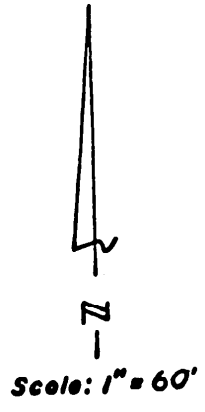
Scale: 1" = 60'



Part Lot 7
Park Drive Industrial Park

EXHIBIT "D"

SEWER AND DRAINAGE EASEMENT S. & I. D. No. 189 DOUGLAS COUNTY, NEBRASKA



Part Lot 8
Park Drive Industrial Park

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CHANGED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
27 DAY OF April 1973 AT 3:37 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

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E & B #7211 19.00