

45-255 P.S.O. 3642

Project No. 7158

Tract 5

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 10 day of May, 1972, between Rudolph Otte and Mabel Otte, husband and wife, hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 65 of Sarpy 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 40 foot wide permanent sewer and drainage easement 10 feet left and 30 feet right of the following described centerline in the N1/2, NW1/4 of Section 19, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 of said Section 19; thence S0°15'35"W (assumed bearing) along the East line of the NW 1/4 of said Section 19, a distance of 670.03 feet to the point of beginning; thence N77°00'54"W, a distance of 2579.91 feet to a point of termination on the South right-of-way line of Giles Road, said point of termination being N88°41'44"E along the North line of the NW 1/4 of said Section 19, a distance of 97.91 feet and S1°18'16"E, a distance of 33.00 feet from the Northwest corner of said Section 19. (See Exhibit B 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 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.

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PAGE 255 Carl L. Hillebo REGISTER OF DECS, SARPY COUNTY NEB
A. J. C. 016831

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.

X Rudolph Otte

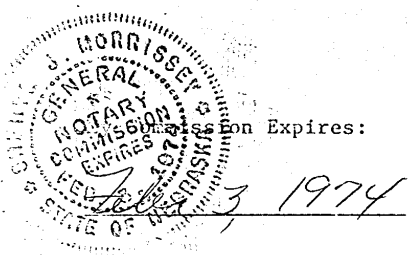
X Mabel W. Otte

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 10th day of May, 1972, before me, a Notary Public in and for said County, personally came Rudolph Otte and Mabel Otte, 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.

Sherd J. Morrissey
Notary Public

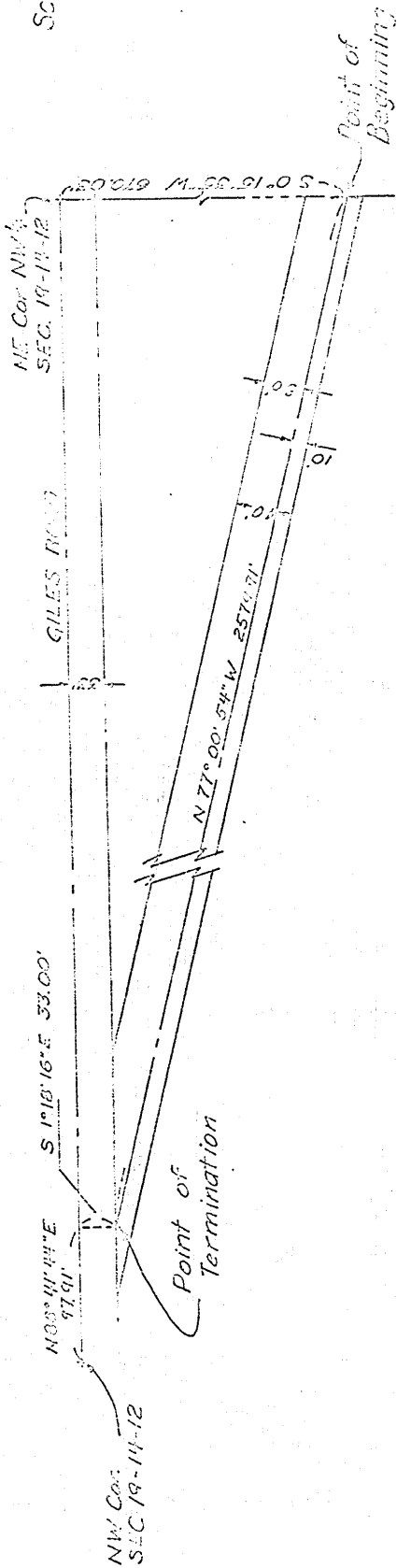




Scale: 1"=100'

EXHIBIT "B"

SEWER & DRAINAGE EASEMENT
S&I.D. No. 07
SARPY COUNTY, NEBRASKA



Area = 2.3ac
Front 5
7155