

GRANT OF EASEMENT FOR SEWER

The undersigned EDWARD MILLER and LORETTA J. MILLER (husband and wife, herein after referred to as the "grantors,") for and in consideration of the sum of One Dollar (\$1.00) each and other good and valuable consideration to each of them paid or delivered by the grantees hereinafter named, receipt whereof hereby is acknowledged, do hereby grant and convey unto CLAIR M. WILSON and HOWARD C. JOHNSON, as Joint Tenants, with right of survivorship, and not as tenants in common, and unto the survivor of them in the event of the death of either of them, or unto their assigns or the heirs, devisees, personal representatives or assigns of the survivor of them, a perpetual easement for the installation, construction, erection, ownership, use, operation, maintenance, repair, renewal and extension, from time to time, of a sewer line in, upon and across the following described Five (5) Foot wide strip of land, said strip being the Southwesterly Five (5) Feet of a certain parcel of land now owned by said Edward Miller, and said Five (5) Foot strip of land being described as follows, to-wit:

That Five (5) Foot wide strip of land which is a part of Lot Eight (8), in Block Five (5), in Brookline, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and which is more particularly bounded and described as follows, to-wit: Commencing on the Southerly line of Center Street, which street line also is the Northwesterly line of said Lot Eight (8), at a point thereon which is One Hundred Eighty-Three and Thirty-Five Hundredths (183.35) Feet distant Southwesterly from the North line of said lot as measured along said Southerly street line; and thence running Southeasterly, along a line which is perpendicular to the aforesaid Southerly street line, approximately Seventy-Nine (79) Feet to the center line of Saddle Creek; and thence running Northeasterly, along said center line of Saddle Creek, approximately Five and Two-Tenths (5.2) Feet to a point which is Five (5) Feet distant from the aforesaid Seventy-Nine (79) Foot course extended Southeasterly; and thence running Northwesterly, along a line which is parallel to and Five (5) Feet distant Northeasterly from the aforesaid Seventy-Nine (79) Foot course and extension thereof, approximately Eighty and Four-Tenths (80.4) Feet to the aforesaid Southerly line of Center Street; and thence running Southwesterly, along said Southerly street line, Five (5) Feet to the aforesaid place of beginning;

Said sewer line is to be part of an "outfall sewer" now being constructed to serve lands belonging to the aforementioned joint grantees, Clair M. Wilson and Howard C. Johnson, lying South and East of the intersection of Fiftieth Street and Spring Street in said City of Omaha, said lands being adjacent to, but not within, the corporate limits of said city at this time, said outfall sewer line commencing at said Fiftieth and Spring Streets and thence running generally in a West, Westerly, Northwesterly and Northerly direction to the Southeasterly end of the aforesaid Five (5) Foot easement parcel, and thence Northwesterly in, upon and across said easement parcel to the existing City of Omaha sewer line, to which said outfall sewer line is to be connected, located in said Center Street.

Said outfall sewer line shall be constructed of such materials and with such workmanship as will be acceptable to the sewer department of the City of Omaha, which department is to inspect said construction work and approve the same prior to allowing its connection to be made with said existing city sewer line as aforementioned, and thereafter shall be maintained by the owners of said outfall sewer line in good condition and state of repair at all times, so that the same shall not constitute a public nuisance, nor cause any damage or injury to any person or to any property of said grantors or their successors in interest in and to the land now owned by grantors as aforementioned, or any abutting land, or any improvements thereon. All excavations made, or damages to land or improvements sustained, as the result of said installation of sewer line shall be promptly filled in, repaired or restored, so that the surface of the ground and all improvements thus affected shall be restored promptly as nearly as practicable to the same condition the same are in immediately prior to the commencement of such installation of sewer line. All expense of such original installation of sewer line, or of any subsequent repair, maintenance, renewal or extension thereof, shall be borne solely by the said grantees, or subsequent owners of said sewer line as herein after mentioned; and the said grantors shall in no event be liable for the payment of any such expense whatsoever, nor for any damage resulting from the use, operation, repair, maintenance or condition of said sewer line.

Inasmuch as the title to said outfall sewer line probably will be transferred and conveyed to, and the obligations with respect thereto thereupon will be imposed upon, Sanitary and Improvement District Number Four of Douglas County, Nebraska (a public corporation,) or unto the City of Omaha, (a metropolitan city existing as a corporation), it is expressly understood, intended and agreed that said grantees, and each of them, and their several and respective heirs, devisees, personal representatives and assigns (other than said sanitary and improvement district or said city, as the case

BOOK 296 PAGE 614

SECOND PAGE OF GRANT OF EASEMENT FOR SEWER; (RE: Part of Lot 8, in Block 5, Brookline); Edward Miller and Loretta J. Miller, husband and wife, grantors; Clair M. Wilson and Howard G. Johnson, as Joint Tenants, grantees.

may be,) shall become and forever thereafter be freed of any and all further responsibility, obligation or liability whatsoever under the terms, provisions or conditions of this instrument, whenever said sanitary and improvement district or said city, as the case may be, thus assumes and becomes responsible, obligated or liable therefor, the acceptance of such transfer or conveyance of said sewer line to said district or city, as the case may be, to constitute an assumption by it of such responsibilities, obligations and liabilities.

For the same consideration aforementioned the said grantors do hereby grant unto said grantees, as such joint tenants, the right and privilege of piling or storing upon the land belonging to grantors, immediately abutting said Five (5) Foot easement parcel on its Northeasterly side, dirt and other substances excavated and materials and equipment used in thus installing said outfall sewer line, it being, however, expressly understood and agreed that said installation shall be completed with dispatch, and that such dirt or other substances, materials and equipment will not be thus piled or stored upon grantors' said abutting land for any period of time longer than will be reasonably required for said installation work, and that the same will be wholly removed from said abutting land promptly upon completion of said work and the surface of the ground of such abutting land thereupon will be promptly repaired or restored as nearly as practicable to the same condition or state of repair the same is in immediately preceding the commencement of such work, all at the expense of the said grantees.

The easement herein granted shall run with the land upon which same exists, and shall be binding not only upon the aforementioned grantors, but also upon their several and respective heirs, devisees, personal representatives and assigns, and further shall inure to the benefit of not only the joint grantees aforementioned, but also the survivor of them and any and all persons becoming interested in any way in said outfall sewer line. Said grantees shall have the right to assign said easement, or any interest or right therein or thereunder, as they may desire, so long as such assignment does not violate any term, provision or condition of this instrument.

IN WITNESS WHEREOF, said grantors, Edward Miller and Loretta J. Miller (husband and wife,) hereunto subscribe their names at Omaha, in Douglas County, Nebraska, on this 25th day of March, 1955.

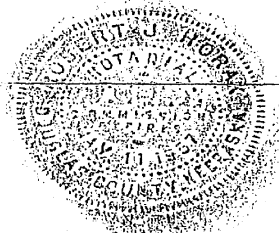
EXECUTED IN THE PRESENCE OF:

Robert J. Horak
Witness.

Edward Miller
EDWARD MILLER

Loretta J. Miller
LORETTA J. MILLER

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.



On this 25th day of March, 1955, before me, a Notary Public in and for said county, personally appeared EDWARD MILLER and LORETTA J. MILLER (husband and wife), who are to me personally known to be the identical persons who are named and described as the grantors in, and who subscribed and executed, the foregoing Grant of Easement for Sewer, and they, jointly and severally, acknowledged that they executed said instrument, and that the same is their voluntary act and deed for the purposes therein expressed. WITNESS my hand and Notarial Seal in said county on the date last aforementioned.

Robert J. Horak
Notary Public
My commission expires 11th MAY 1957

1320 W

11.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
30 DAY March 1955 1:32 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 400