

98-12542

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98 012542

98 MAY 15. PM 2: 20

Glenn J. ...
REGISTER OF DEEDS

Counted aa
Verify A.
D.E. Dy
Proof in
Fee \$ 20.50
Ck Cash Chg

Seminara, McCarthy & Sacoman
Attorneys at Law
2580 South 90th Street
Omaha, Nebraska 68124-2092

E A S E M E N T

THIS EASEMENT, made and entered into this 11 day of FEbruary, 1996, by and between STEVEN C. PURDY and LOURDES M. PURDY, husband and wife, sometimes hereinafter referred to as "Owner," whether one or more, and SANITARY AND IMPROVEMENT DISTRICT NO. 9 OF SARPY COUNTY, NEBRASKA, sometimes hereinafter referred as "District".

WITNESSETH:

WHEREAS, District is desirous of constructing a sanitary sewer to generally service property within said District; and

WHEREAS, it is necessary for the District to use and traverse Owner's land in order to construct said sanitary sewer; and

WHEREAS, it is necessary that Owner grant temporary and permanent easements over and across the property owned by Owner to complete said construction.

TEMPORARY EASEMENT

Owner, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, to Owner in hand paid by District, the receipt of whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said District and its assigns, a temporary easement for the construction of a sanitary sewer line for the passage of sewer water through, over and under a parcel of land forty (40) feet in width, more specifically described on Exhibit "A" attached hereto, designated as "Temporary Construction Easement." Said Temporary Easement shall terminate upon the completion of the building of said sanitary sewer line.

Owner further hereby grants, sells, conveys and confirms unto said District and its assigns, perpetually and forever, the right

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to use, construct, build, lay and maintain said sanitary sewer line for the passage of sewer water, through, over and under a parcel of land, twenty (20) feet in width, more specifically described on Exhibit "A", designated as "Permanent Maintenance Easement."

Said Easements are granted upon the express condition that if any repairs or alterations are necessary to be made at any time or if any portion of said sewer needs to be reconstructed, the District shall make good to the Owner or Owners of said land, any and all damage that may be done by said construction, changes, alterations, repairs or reconstruction, to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, during construction and thereafter.

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

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

When said Sanitary Sewer Easement is constructed and serviceable, the Owner, without charge, may connect to same. However, all fees incurred in connection with the utilization of said sewer lines, including tap-in and hookup fees charged by the various governmental bodies, shall be paid by the Owner.

Owner confirms that Owner is seized in fee of the premises described on the attached Exhibit, and that Owner has the right to grant said easements in the manner and form aforesaid and that Owner will, and Owner's heirs and assigns shall warrant and defend these easements to said District and its assigns against the lawful claims and demands of all persons.

Said easements shall also inure to the benefit of any contractor, agent, employee or representative of the District or its assigns.

This instrument contains the entire agreement of the parties and that there are no other or different agreements or understandings between the Owner and the District or its agents; and the Owners, in executing and delivering this instrument, has

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not relied upon any promises, inducements or representations of the District or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

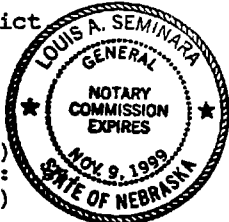
SANITARY AND IMPROVEMENT DISTRICT NO. 9 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Chairman

[Signature]
STEVEN C. PURDY, Owner
[Signature]
LOURDES M. PURDY

STATE OF NEBRASKA)
: ss.
COUNTY OF SARPY)

BE IT KNOWN that on this 24 day of March, 1996, before me, a Notary Public, personally appeared the above named JOSEPH D. KRAJICEK, to me known to be the Chairman and identical person whose signature is affixed to the foregoing instrument as Chairman of Sanitary and Improvement District No. 9 of Sarpy County, Nebraska, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Sanitary and Improvement District

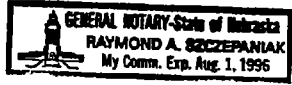


[Signature]
Notary Public

STATE OF NEBRASKA)
: ss.
COUNTY OF SARPY)

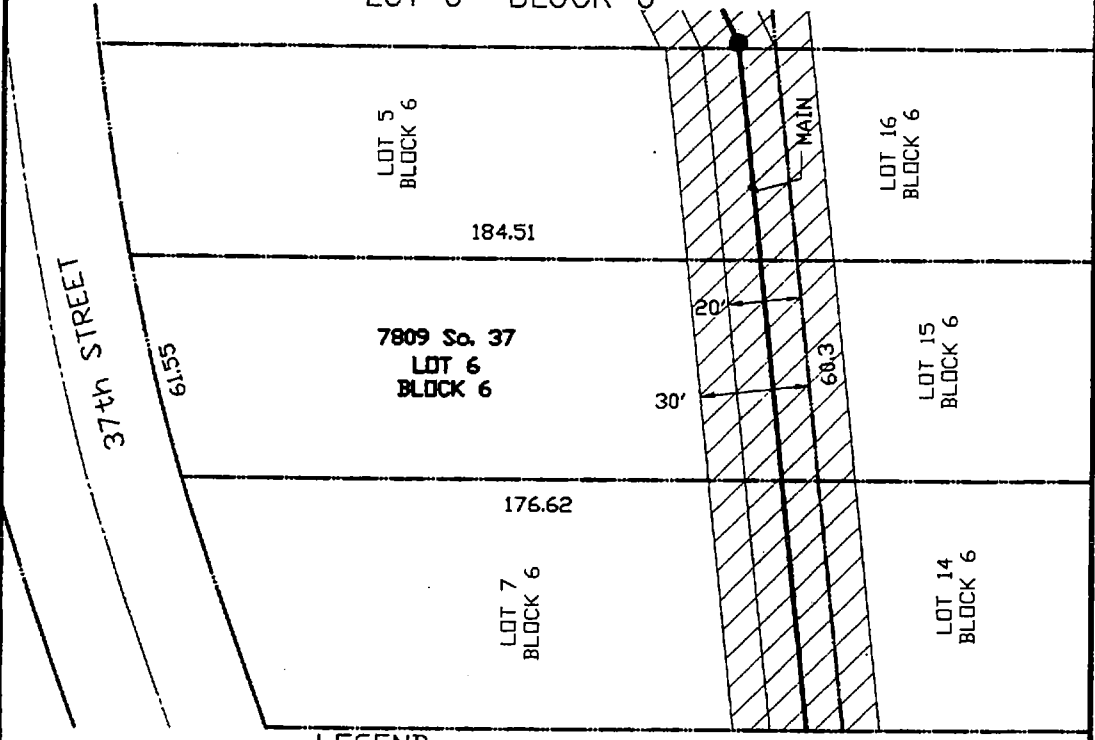
BE IT KNOWN that on this 11th day of February, 1996, before me, a Notary Public, personally appeared the above named STEVEN C. PURDY and LOURDES M. PURDY, husband and wife, to me known to be the identical person(s) whose signature is affixed to the foregoing instrument, and who acknowledged the execution thereof to be a voluntary act and deed.

[Signature]
Notary Public

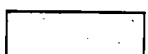
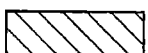


98-12542c

GROVES SUBURBAN HEIGHTS LOT 6 BLOCK 6



LEGEND

-  PERMANENT MAINTENANCE EASEMENT
 -  TEMPORARY CONSTRUCTION EASEMENT
- SCALE: 1" = 40'-0"



PERMANENT MAINTENANCE EASEMENT

ALL OF THE EASTERLY 20 FT. OF LOT 6, BLOCK 6 OF GROVES SUBURBAN HEIGHTS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 13 EAST, OF THE 6th PRINCIPLE MERIDIAN.



TEMPORARY CONSTRUCTION EASEMENT

ALL OF THE EASTERLY 30 FT. OF LOT 6, BLOCK 6 OF GROVES SUBURBAN HEIGHTS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 13 EAST, OF THE 6th PRINCIPLE MERIDIAN.



BOYD & ASSOCIATES, INC.
Engineering Consultants
11134 G STREET OMAHA, NE

TITLE: SANITARY SEWER EASEMENT
DESCRIPTION / DRAWING
GROVES SUBURBAN HEIGHTS
S.I.D. NO. 9, SARPY COUNTY

SHEET NO.
6-6