

12
BOOK 416 PAGE 119EASEMENT

THIS EASEMENT AGREEMENT made this 14th day of July, 1964, between CLIFFORD E. CONNER, Trustee, Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 133 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

For valuable consideration, receipt of which is acknowledged, Grantor does hereby give and grant unto Grantee the following permanent and temporary sanitary sewer easements over, under, and upon the following described real estate owned by Grantor:

A permanent sanitary sewer easement described as follows: Beginning at a point on the West line of Lot 2, Block 6, Kimberly Place, 16 feet North of the Southwest corner; thence Southerly along the West lot lines of Lots 2 thru 10 inclusive, in said Block 6, to the Southwest corner of Lot 10, Block 6; thence Northerly to a point 11 feet West of and opposite to the Northwest lot corner of Lot 9, Block 6, Kimberly Place; thence Northwesterly to a point 11 feet West of and opposite to the Northwest corner of Lot 6, said Block 6; thence Northwesterly to a point 16 feet North and 11 feet West of the Northwest corner of Lot 3, said Block 6; thence Northeasterly 11 feet to the point of beginning.

ALSO a 30-ft. temporary construction easement described as follows: A 30-ft. strip of land parallel to the West line of Lots 2 thru 10, incl., said Block 6, beginning at the Southwest corner of Lot 10, Block 5, Kimberly Place; thence Northerly, ending at the West R.O.W. line of Interstate Highway No. 280.

AND also,

A 10-ft. permanent sanitary sewer easement described as follows: The West 10 feet of the East 90 feet of Lot 8, Block 5, Kimberly Place.

ALSO a 30-ft. temporary construction easement, the centerline of which is described as follows: Beginning at a point on the South line of Lot 8, Block 5, Kimberly Place, 100 feet West of the Southeast corner thereof; thence North 120 feet to a point on the North line of said Lot 8, 100 feet West of the Northeast corner thereof; all of the above being in the SW 1/4 of Section 9, T 15 N, R 12 E, 6th P.M., Douglas County, Nebraska.

The permanent easements shall be perpetual in duration, commencing as of the date hereof. The temporary construction easements shall commence on the date hereof and shall continue during the period of construction of the sewer by Grantee and its contractor; but in all events, the temporary construction easements shall terminate no later than one (1) year thereafter.

BOOK 416 PAGE 120

The purpose and scope of the easements shall be to construct, repair, replace, maintain, use, and operate a sanitary sewer main or mains, together with necessary manholes, stubouts, and other appurtenances, and shall include rights of access over said permanent easement way for the above uses and purposes. At time of completion of construction or of any repair or maintenance work, Grantee will replace and tamp the soil so as to substantially restore the soil to its original condition.

It is further agreed that upon annexation of the Grantee District by the City of Omaha, Nebraska, all rights of the Grantee shall pass to and vest in the said City of Omaha.

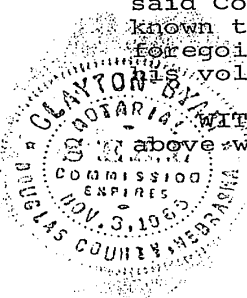
Executed the day and year first above written.

Clifford E. Conner, Trustee
Clifford E. Conner, Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On the day and year first above written, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came CLIFFORD E. CONNER, Trustee, to me known to be the identical person whose name is affixed to the foregoing Easement, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



Clayton Byam
Notary Public

RECEIVED

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

for Record in the Office of the Register of
Deeds of said County and recorded in
Book 416 of mms
Page 119

Clayton Byam
Notary Public

By *Clayton Byam*
9-16-12
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WEBB, KELLEY, GREEN & BYAM
516 FARM CREDIT BLDG.
OMAHA, NEBRASKA

68