

47-376
Tract No. 1
Project No. 7331

GRANT OF EASEMENT

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 4th day of January, 1974, between Reinhardt R. Weiss and Evelyn M. Weiss, hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 75 of Sarpy County, Nebraska hereinafter referred to as "SID" and its successors and assigns.

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 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 20 foot wide permanent sewer and drainage easement 10 feet on both sides of the following described centerline in the NE 1/4 and SE 1/4 of Section 19, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 19; thence S00°37'50"W (assumed bearing) along the East line of the NE 1/4 of said Section 19, a distance of 914.23 feet; thence N89°22'10"W a distance of 1138.40 feet to a point on the South line of an existing sewer and drainage easement, said point being the Point of Beginning; thence S01°15'00"E a distance of 204.91 feet; thence S12°30'00"W a distance of 258.00 feet; thence S36°15'00"W a distance of 1800.00 feet; thence S58°30'00"W a distance of 498.75 feet to the point of termination on the West line of the SE 1/4 of Section 19, said point of termination being S00°43'42"W a distance of 439.50 feet from the center 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; 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 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

EXHIBIT A

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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 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 its 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 its 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.

Reinhardt R. Weiss

Evelyn M. Weiss

Owners

STATE OF NEBRASKA)
COUNTY OF Douglas) SS

On this 4th day of January, 1974, before me, a Notary Public in and for said County, personally came Reinhardt R. Weiss and Evelyn M. Weiss, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the instrument to be his, her, (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



SALLY A. BERGER
GENERAL NOTARY - State of Neb.
My Commission Expires
October 28, 1976

Sally A. Berger
Notary Public

My Commission Expires:

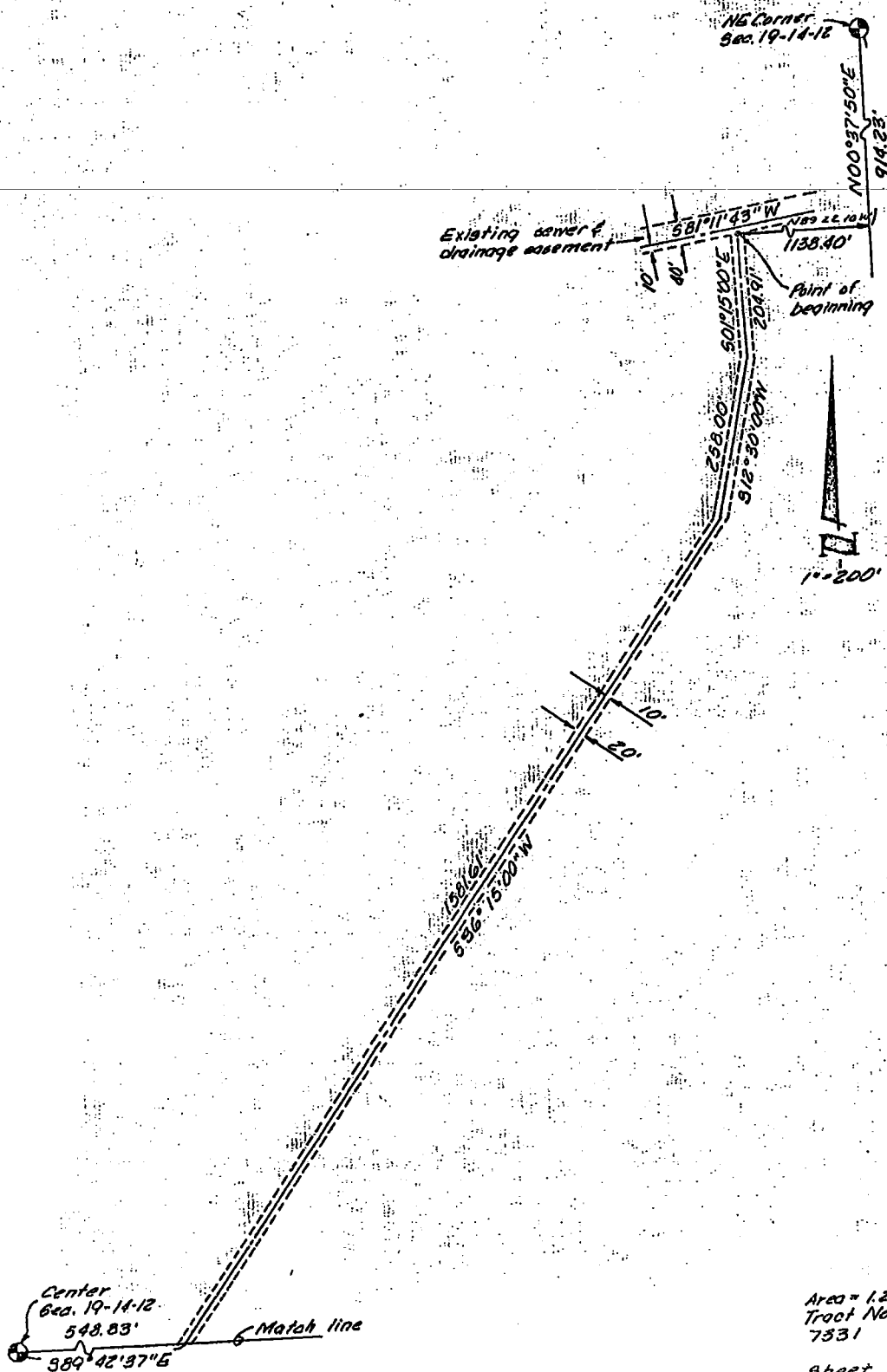
47- 376B

Exhibit "B"

Sewer & Drainage Easement

S.&I.D. No. 75

Sarpy County, Nebraska

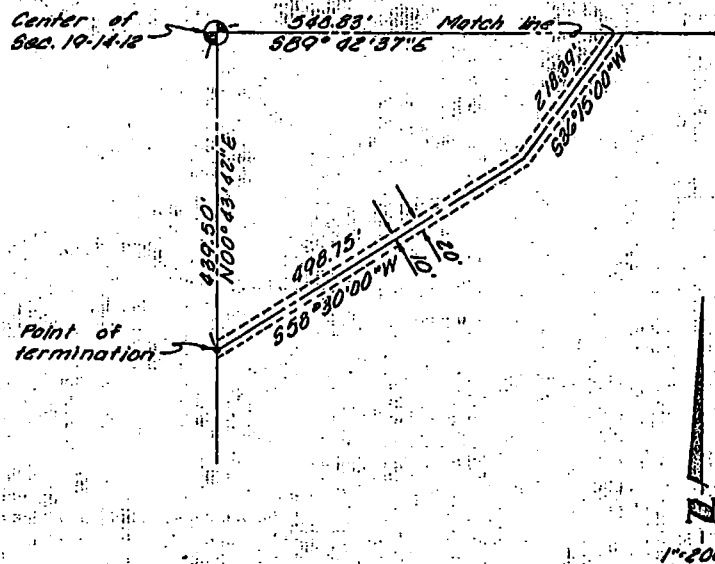


Area = 1.27 Ac.
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Exhibit "B"
Sewer & Drainage Easement
S&L O. No. 75
Sarpy County, Nebraska

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Area = 1.27 Ac.
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