

E A S E M E N T

THIS EASEMENT AGREEMENT made this 11th day of June, 1962 between M & H REALTY CO., a Nebraska corporation (herein called "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 94 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

WITNESSETH:

1. For valuable consideration, receipt of which is hereby acknowledged, the Grantor does herewith give and grant unto the Grantee, its successors and assigns, the following described two perpetual easements over the following described real property, to-wit:

Easement No. 1: A ten foot wide easement extending over, across, on and under the South five (5') feet of Lot Twenty-six (26) and the North five (5') feet of Lot Twenty-seven (27), all in Ridgeview Terrace, a subdivision, in Douglas County, Nebraska.

Easement No. 2: A fifteen foot wide easement extending over, across, on and under the South seven and one-half (7.5') feet of Lot Twenty-five (25) and the North seven and one-half (7.5') feet of Lot Twenty-six (26), all in Ridgeview Terrace, a subdivision in Douglas County, Nebraska.

2. The scope and purpose of said Easement No. 1 is for the construction, repair, maintenance and renewal of an 8-inch sanitary sewer pipe line and necessary appurtenances, and the transmission through said sanitary sewer pipe line of sanitary sewage from the property now or hereafter served by Grantee and its assigns. The scope and purpose of said Easement No. 2 is for the construction, repair, maintenance and renewal of a 36-inch storm sewer pipe line and necessary appurtenances, and the transmission through said storm sewer of storm sewage from the property now or hereafter served by Grantee and its assigns. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easement-ways in order to perform any of the acts and functions described within the scope and purpose of these two easements. The exact location of the said sanitary sewer pipe line and storm sewer pipe line in said respective permanent easement-ways shall be fixed and determined by the Engineer for Grantee. During initial construction of said 8-inch sanitary sewer pipe line and 36-inch storm sewer pipe line, the Grantee shall be permitted to have and is hereby granted two temporary construction easements, each forty (40) feet in width, the centerline of one of said temporary construction easements being identical to the centerline of said Easement No. 1 and the centerline of the other of said temporary construction easements being identical to the centerline of said Easement No. 2; provided, that both of said temporary construction easements shall commence on date hereof and shall continue for a period of eight (8) months hereafter.

3. Grantor, for itself, its successors and assigns does confirm with Grantee, its successors and assigns, that Grantor is well seized in fee of the above described premises traversed by said two easements, and that it has the right to grant these two easements in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this easement to said Grantee, its successors and assigns, against the lawful claims and demands of all persons.

4. Grantee, by accepting the above described two easements, agrees to pay all costs of construction of said sanitary sewer

and storm sewer lines and necessary appurtenances thereto, and to replace the sod and soil as nearly as practicably possible to its original condition.

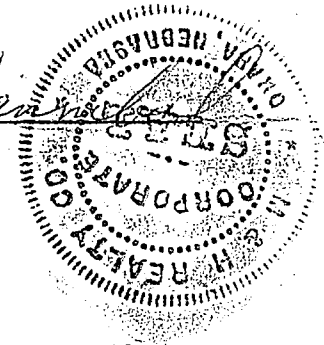
EXECUTED the day and year first above written.

M & H REALTY CO., a Nebraska Corporation, Grantor

Attest:

Jack W. Marshall

By: Russell L. Hannibal
President

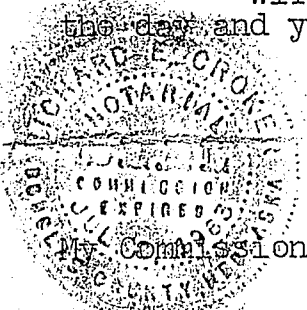


STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On the day and year first above written, before me, the undersigned Notary Public in and for said County, personally came Russell L. Hannibal President of M & H Realty Co., a Corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year first above written.

Richard E. Coker
Notary Public



My Commission Expires:
July 8, 1963

2nd Misc

RECEIVED
1962 JUN 12 PM 1 28
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County
Entered in my record index and filed
for Record in the office of the Register of
Deeds of said County and reported to
Book 383 of Misc
Page 633

Handwritten signature

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