

## GRANT OF EASEMENT

## PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 12<sup>th</sup> day of January, 1978, between Richard Grant Builders, Inc.

hereinafter referred to as "Grantors, in favor of Sanitary and Improvement District No. 243 of Douglas County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

## 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 storm sewer pipe and earthen berm for the passage of water, together with all appurtenances, structures, and other applicable equipment pertaining to storm sewer, in through, over and under the parcel of land described as follows, to wit:

A Permanent Sewer and Drainage Easement in the NE 1/4 of Section 7, T15N, R12E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Beginning at the Southeast corner of Lot 106, thence N05°52'53"E, along the East property line of Lot 106, a distance of 29.08', thence S25°15'01"W, a distance of 30.16 feet, thence S80°31'36"E along the South property line of Lot 106, a distance of 10.02' to the Point of Beginning.

∴ No buildings, improvements or structures, shall be placed nor shall any significant changes in grade be caused to the earthen berm structure, in, on, over or across said easement 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, provided the established overland storm drainage pattern is not altered, 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

Said SID shall cause any trench made on aforesaid realty to be properly refilled, and shall cause sod to be laid 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 it's 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.

Richard L. Jensen  
Richard L. Jensen, President  
Grant L. Karschner  
Richard-Grant Builders, Inc.

Owners

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 12 day of January, 1978, before me, a Notary Public in and for said County, personally came Richard Grant Builders, Inc.,

Richard L. Jensen, President, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Melania A. Peterson

My Commission Expires:

August 22, 1979

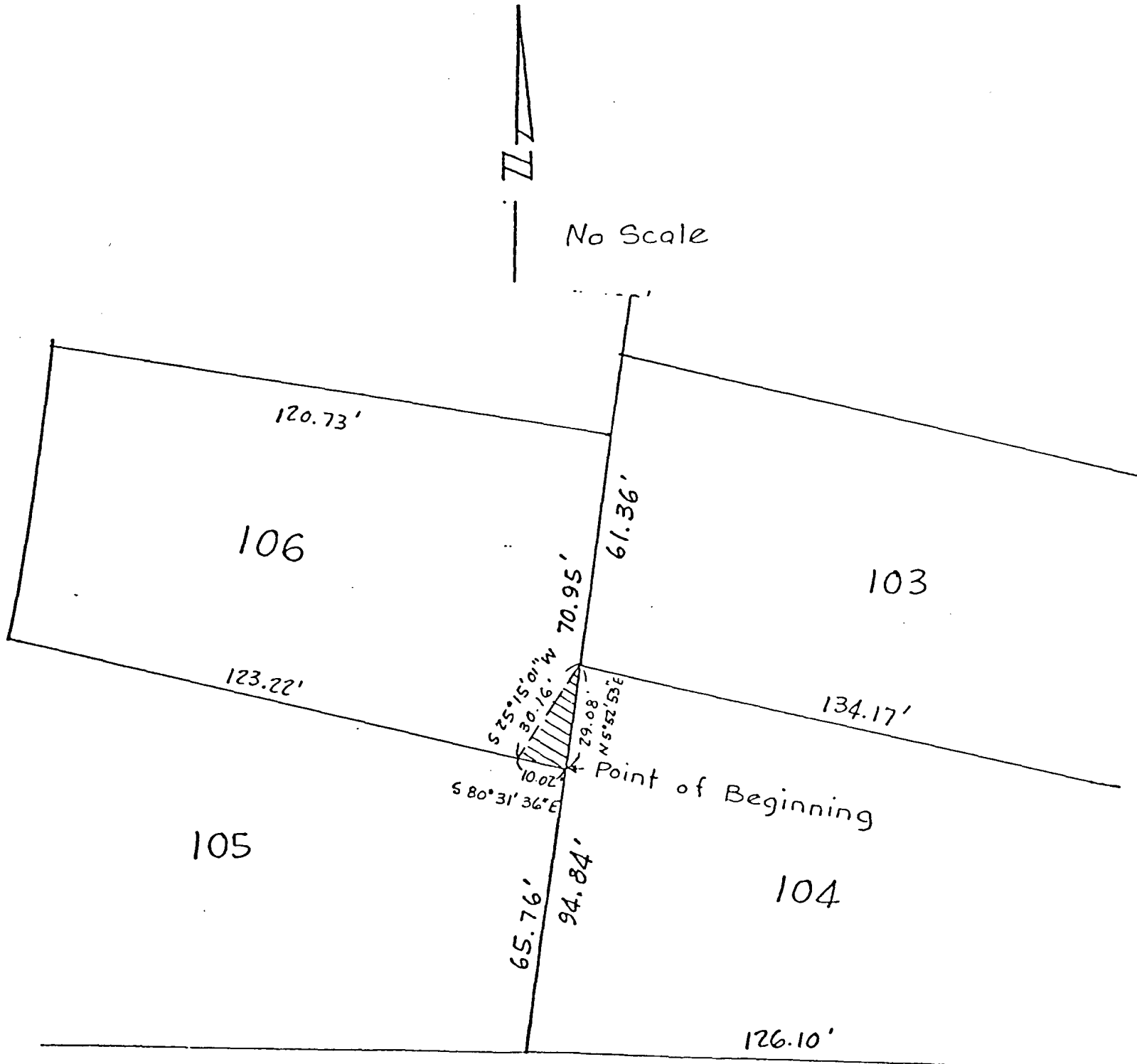


# EXHIBIT "B"

## SEWER AND DRAINAGE EASEMENT

S. & I. D. No. 243

DOUGLAS COUNTY, NEBRASKA



Miami Street

RECEIVED  
 1978 JUN 13 PM 2:36  
 CLARENCE R. GASTNER  
 REG. STATE OF NEBRASKA  
 COUNTY CLERK, DOUGLAS COUNTY, NEBR.

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Book 592  
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 Searched 7-15-12