

EASEMENT

THIS INDENTURE, made this 5th day of December, 1961, between FRANK STEPANEK, Jr., Single, Party of the First Part, and SANITARY AND IMPROVEMENT DISTRICT NO. 73 OF DOUGLAS COUNTY, NEBRASKA, and THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, Parties of the Second Part.

WITNESSETH: That said Party of the First Part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to him in hand paid by said Parties of the Second Part, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said Parties of the Second Part, and their assigns forever, the right to use, construct, build, lay and maintain an Outfall, Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through, over and under the parcel of land described as follows, to-wit:

A twenty (20) foot permanent right of way easement and a sixty (60) foot temporary construction right of way easement located in the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 14, North, Range 12 East, of the 6th P.M. Douglas County, Nebraska, the center line of which is described as follows: Commencing at a point on the Northline of the Southwest 1/4 of said Section 10, said point being 445.02 feet West of the Northeast corner of the Southwest 1/4 of said Section 10, (the North line of said Southwest 1/4 of Section 10, assumed East-West in direction); thence S 49°36' E, 584.3 feet to a point on the East line of the Southwest 1/4 of said Section 10, point being 378.55 feet South of the Northeast corner of the Southwest 1/4 of said Section 10.

The exact location of the sewer line in the permanent right of way to be fixed by the Engineer for Sanitary and Improvement District No. 73, of Douglas County, Nebraska.

The temporary easement shall expire ninety (90) days after the completion of the construction of the hereinbefore described sewer.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, Parties of the Second Part shall make good to the owner or owners of such lot or lots as

hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said Parties of the Second Part agree to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

That as a part of the consideration for the granting of said easement by First Party to the Second Parties, Second Parties agree that First Party, or his successors in title, shall have the right and privilege of tapping onto and connecting with said outfall, sanitary or storm sewer pipe at any time after laying and construction of said sewer line for service to his own home located on said premises by paying the connection charge only. But in the event the land through which said sewer pipe is laid shall be sub-divided by First Party, or his successors in title, then the owner thereof, or his successors in title, shall have the right and privilege of tapping onto and connecting with said sewer pipe, but shall be charged with the standard per unit connection charge set by the District.

Said Party of the First Part for himself and his heirs, executors and administrators does confirm with the said Parties of the Second Part and their assigns, that he, the party of the first part, is well seized in fee of the lot and premises aforesaid and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his heirs, executors and administrators, shall warrant and defend this easement to said Parties of the second Part and their assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties have hereunto set their

hands and seals the day and year first above written.

IN THE PRESENCE OF :

[Signature]

Frank Stepanek, Jr.
Frank Stepanek, Jr.,
FIRST PARTY

SANITARY AND IMPROVEMENT DISTRICT
NO. 73 OF DOUGLAS COUNTY, NEBRASKA

By Louis A. McFarling
Chairman

Donald E. Turner
Clerk

CITY OF OMAHA, a Municipal Corporation

ATTEST:

By _____
SECOND PARTIES

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 5 day of December, 1961, before me, the undersigned a Notary Public in and for said County, personally appeared the above named FRANK STEPANEK, Jr., Single, who is personally known to me to be the identical person whose name is affixed to the above easement as Party thereto, and he severally acknowledged the instrument to be his voluntary act and deed.

WITNESS my hand and seal in Omaha, Douglas County,

Nebraska, the day aforesaid.

Clair M. Hasel
Notary Public

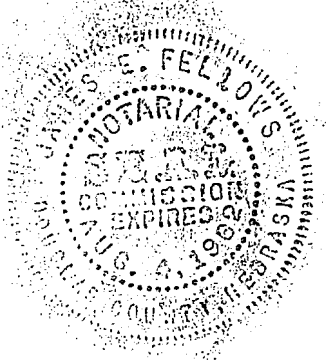


STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 16th day of ~~December~~ ^{January} 1962, before me, the undersigned a Notary Public in and for said County, personally came Louis A. McFarling, Chairman of Sanitary and Improvement District No. 73 of Douglas County, Nebraska, a corporation, and Donald Turner, Clerk of said Corporation, to me personally known to be the Chairman and Clerk respectively of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said corporation, and the corporate seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and seal in Omaha, Douglas County, Nebraska, the day aforesaid.

James E. Fellows
Notary Public



RECEIVED

1962 FEB 23 PM 3 40

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

Entered in duplicate in the office of the Register of Deeds in Douglas County and County Clerk's Office
Book 376 of Misc
Page 6667

By [Signature]
10-14-12
625
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10-14-12
Return to James E. Fellows

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Misc