

*EAST OF US*EASEMENT

THIS INDENTURE, made this 5<sup>th</sup> 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 Improve-  
ment 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 WHEREON said parties have hereunto set their

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hands, and seals, the day and year first above written.

## IN THE PRESENCE OF

Howard Colvin

Frank Stephan Jr.

## FIRST PARTY.

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

By James A. M. Darling  
Chairman

Donald E. Tamm  
Clerk

CITY OF OMAHA, a Municipal Corporation

ATTEST:

## SECOND PARTIES

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 4 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.

Notary Public

STATE OF NEBRASKA )  
                         ) SS  
COUNTY OF DOUGLAS )

Searay, 1962

On this 16 day of December, 1961, 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. Jeffries  
Notary Public

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