

PERMANENT SEWER AND DRAINAGE EASEMENT

This Indenture and Grant of Easement made the 29<sup>th</sup> day of May 1973, between Dial Development Corp., a Nebraska Corporation hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 264, 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 City 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:

Permanent Sewer and Drainage Easement in Lots 6,7,33,34,66 thru 71 inclusive, 75,76,78 thru 82 inclusive, 127,128,152,153,265 and 266, Autumn Heights as surveyed, platted and recorded in Douglas County, Nebraska being more particularly described as follows:

- A. The West 5 feet of said Lot 6. (See Exhibit A)
- B. The East 5 feet of said Lot 7. (See Exhibit A)
- C. A Permanent Sewer and Drainage Easement of variable width in said Lot 33, the baseline of said easement being more particularly described as follows:  
Beginning at the Southeast corner of said Lot 33; thence North along the east line of said Lot 33, a distance of 94.52 feet, said easement being 5 foot wide adjacent to and left of the foredescribed baseline; thence Northwesterly to the Point of Termination at the southeast corner of Lot 82, Autumn Heights, being on the north line of said Lot 33, said easement being 10 foot wide, 5 feet on each side of the foredescribed baseline.  
(See Exhibit B)
- D. The South 102 feet of the West 5 feet of said Lot 34. (See Exhibit C)
- E. The West 5 feet of said Lot 66. (See Exhibit C)
- F. The West 5 feet of said Lot 67. (See Exhibit C)
- G. The west 5 feet of said Lot 68. (See Exhibit C)
- H. The West 5 feet of said Lot 69. (See Exhibit C)
- I. The West 5 feet of said Lot 70. (See Exhibit C)
- J. The West 5 feet of said Lot 71. (See Exhibit C)
- K. The Southwesterly 5 feet of said Lot 75. (See Exhibit C)
- L. The Northeasterly 5 feet of said Lot 76. (See Exhibit C)
- M. The East 10 feet of said Lot 78. (See Exhibit C)
- N. The East 5 feet of said Lot 79. (See Exhibit C)
- O. The East 5 feet of said Lot 80. (See Exhibit C)
- P. The East 5 feet of said Lot 81. (See Exhibit C)
- Q. The East 5 feet of said Lot 82. (See Exhibit C)
- R. The South 5 feet of said Lot 127. (See Exhibit D)
- S. The North 5 feet of said Lot 128. (See Exhibit D)
- T. The North 5 feet of said Lot 152. (See Exhibit D)
- U. The South 5 feet of said Lot 153. (See Exhibit D)
- V. The Southeasterly 5 feet of said Lot 265. (See Exhibit E)
- W. The Northwesterly 5 feet of said Lot 266. (See Exhibit E)

Exhibits are 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 and said City: 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 sewer line, the removal or repair of said street or parking lot shall be done at the expense of the 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 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 and said City of any of said construction and work.

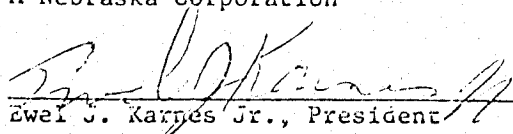
Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors is or are well seized in fee of the above described property and that he or they has or have the right to grant and 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 City and their assigns against the lawful claims and demands of all persons. This easement shall run 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.

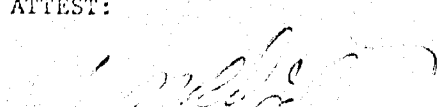
IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

CORPORATE SEAL:

Dial Development Corp.  
A Nebraska Corporation

  
Ewel J. Karnes Jr., President


ATTEST:

  
Donald F. Day, Secretary

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 11th day of May, 1973, before me, a Notary Public in and for said County, personally came Ewel J. Karnes, Jr., President of Dial Development Corp., a Nebraska Corporation and Donald F. Day, Secretary of said Corporation, to me personally known to be the President and Secretary 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 to be thereto affixed by its authority.

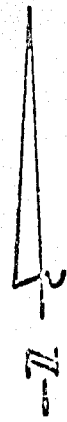
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

 SALLY A. BERGEI  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
October 28, 1976  
My Commission Expires:

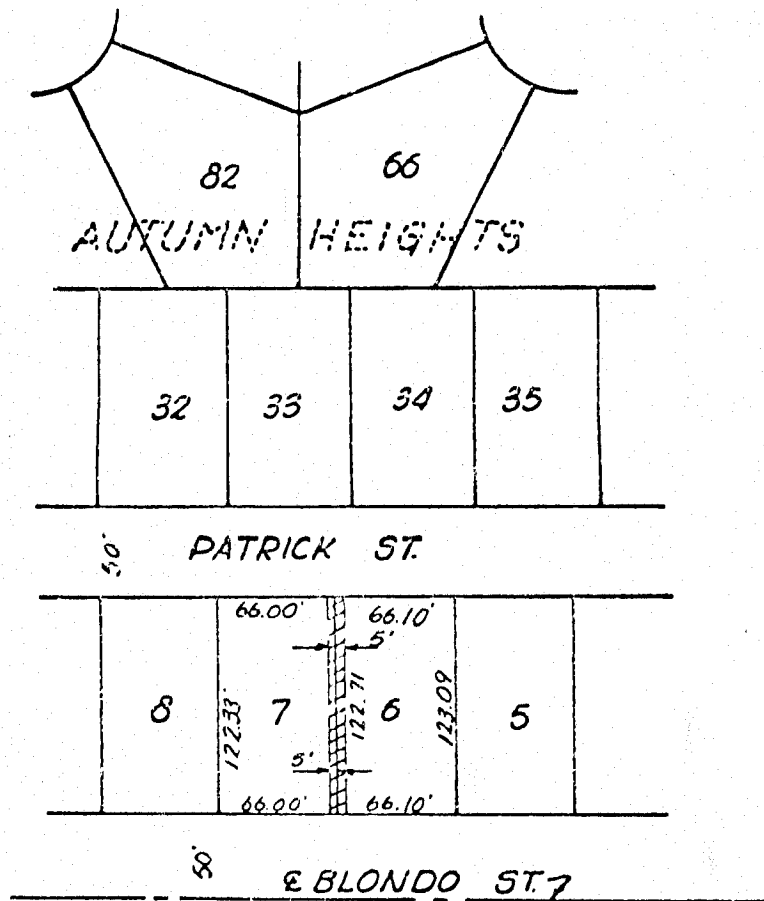
Sally A. Bergei  
Notary Public

# EXHIBIT "A"

## SEWER AND DRAINAGE EASEMENT S. & I. D. No. 264 DOUGLAS COUNTY, NEBRASKA



Scale: 1" = 100'



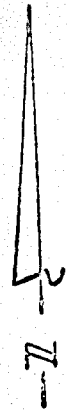
The West 5 feet of Lot 6  
The East 5 feet of Lot 7

EB # 7293

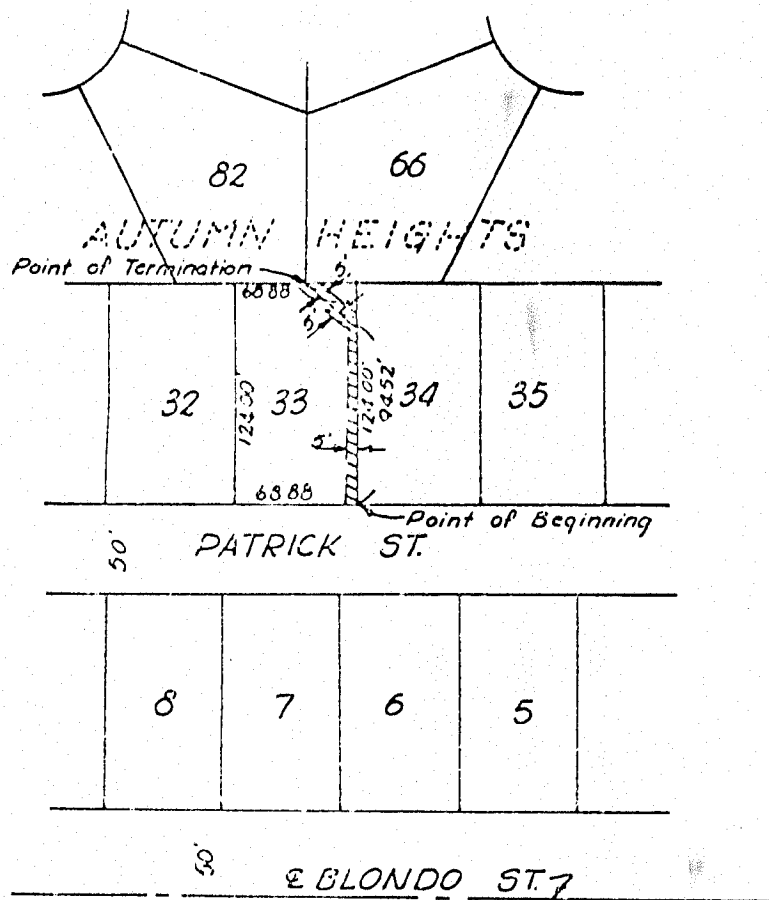
# EXHIBIT "B"

BOOK 522 PAGE 505

## SEWER AND DRAINAGE EASEMENT S. & I. D. No. 264 DOUGLAS COUNTY, NEBRASKA



Scale: 1" = 100'



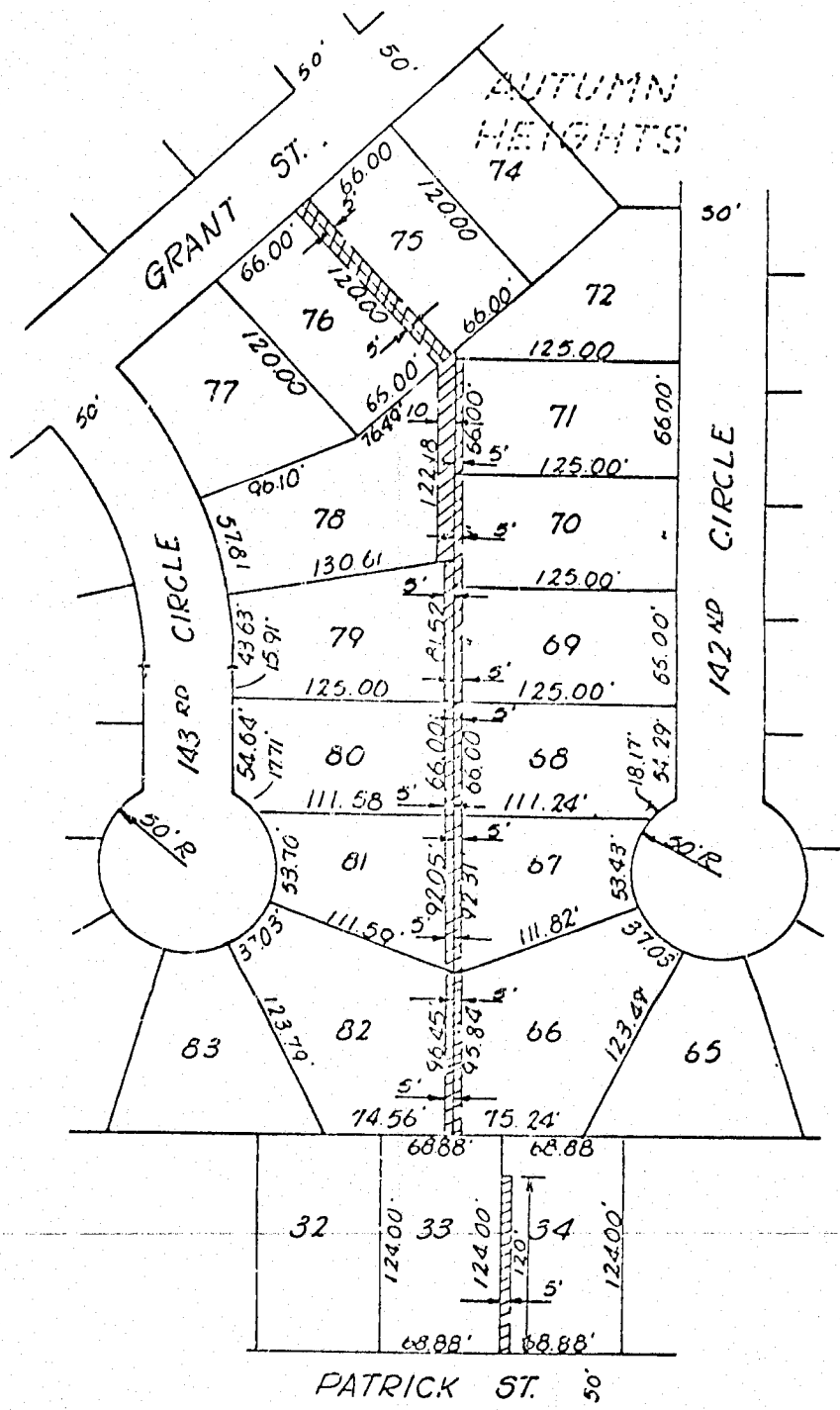
Part of Lot 33

EB # 7233

SEWER AND DRAINAGE EASEMENT  
 S. & I. D. No. 264  
 DOUGLAS COUNTY, NEBRASKA



Scale: 1" = 100'



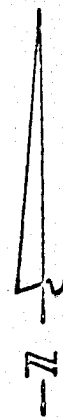
- The South 102 feet of the West 5 feet of Lot 34
- The West 5 feet of Lot 66
- The West 5 feet of Lot 67
- The West 5 feet of Lot 68
- The West 5 feet of Lot 69
- The West 5 feet of Lot 70
- The West 5 feet of Lot 71
- The Southwesterly 5 feet of Lot 75
- The Northeasterly 5 feet of Lot 75
- The East 10 feet of Lot 78
- The East 5 feet of Lot 79
- The East 5 feet of Lot 80
- The East 5 feet of Lot 81
- The East 5 feet of Lot 82

ES # 7233

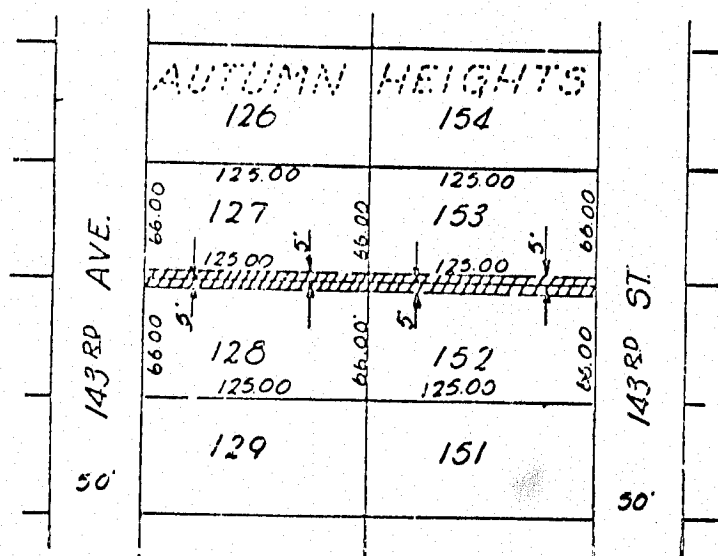
# EXHIBIT "D"

BOOK 522 PAGE 507

## SEWER AND DRAINAGE EASEMENT S. & I. D. No. 264 DOUGLAS COUNTY, NEBRASKA



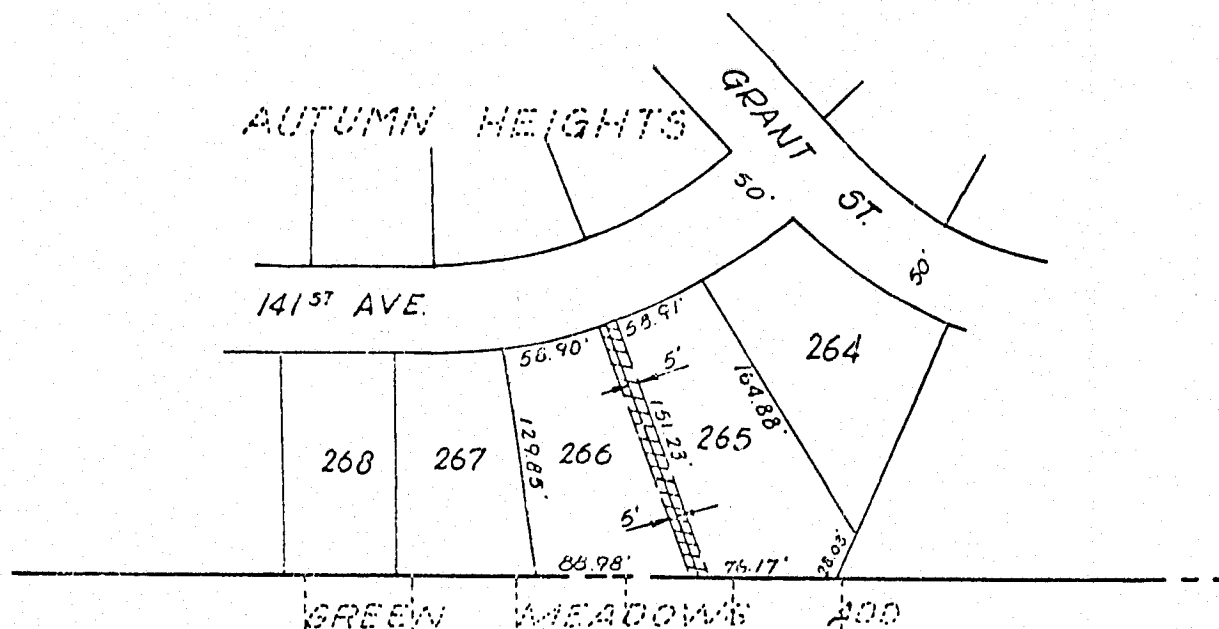
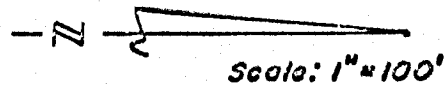
Scale: 1" = 100'



The South 5 feet of Lot 127  
 The North 5 feet of Lot 128  
 The North 5 feet of Lot 152  
 The South 5 feet of Lot 153

EB # 7233

SEWER AND DRAINAGE EASEMENT  
S. & I. D. No. 264  
DOUGLAS COUNTY, NEBRASKA



8. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
25 DAY OF May 1973 AT 1:54 P.M. M. C. HAROLD OSTLER, REGISTER OF DEEDS 29.75

The Southeasterly 5 feet of Lot 265  
The Northwesterly 5 feet of Lot 266

EB # 7233