

Affects Pls of Lots 71, 87, 88, 128 + 152

56-701

FILED SARPY CO., NE 15-50

BOOK 56 OF Misc Rec.

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OUTFALL SEWER EASEMENT

*Carl J. Hildebrand*  
REGISTER OF DEEDS

WITNESSETH, that Rosalie Cohen, a widow, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration the sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the Sanitary and Improvement District No. 112 of Sarpy County, Nebraska, herein referred to as Grantee, its successors and assigns, a 15.00 foot wide permanent sewer easement located in the East one-half of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the Southwest corner of Lot 150, Leewood Oaks III, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence N89° 46'04"W (assumed bearing) on the Westerly extension of the South line of said Lot 150, 30.00 feet to the point of beginning; thence S00°10'05"W, 115.77 feet; thence S33°49'55"E, 283.95 feet; thence S25°49'55"E, 277.90 feet; thence S21°49'55"E, 350.00 feet; thence S49°52'51"E, 209.20 feet to the North line of an existing 20 foot wide permanent sewer easement and the point of termination of this easement.

for the purposes of constructing, installing, and maintaining an outfall sewer line and manholes, which manholes shall be below the surface of the ground, reserving, however, unto the Grantor, her personal representative, successors, and assigns, the right and privilege of entering into and upon said premises and clearing the same for cultivation and all other farming, commercial, or residential purposes, and the right to use the surface of said premises for any lawful purposes without in any manner interfering, including by placement of any structure or trees on the easement premises, with the use of said premises by the Grantee in the maintenance and operation of said outfall sewer line. Grantee has the right to enter upon the easement to inspect and maintain the sewer once installed, but Grantee shall give prior notice of entrance and shall pay for or replace any crops or other damage caused by entrance onto the easement.

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In the event that degradation of the existing drainageway is exacerbated by the construction and existence of the sewer, to the extent that the proper operation and maintenance of the sewer improvement is threatened or damage occurs to Grantor's tillable property, as reasonably determined by Grantor, appropriate grade stabilization structures shall be constructed or other maintenance methods utilized to prevent further degradation and to restore the property to the approximate condition and natural contours that would have existed at such time had the sewer not been constructed.

The property described is conveyed to the Grantee for the purpose of constructing, maintaining and operating thereon and thereover, outfall sewer lines, and for use for said purposes, and for the purpose of doing any and all matters and things that are legal, lawful, necessary, or desirable in connection with the erection, maintenance, construction, or operation of said line.

Grantor further grants to the Grantee his successors, contractors and assigns a 50' wide temporary construction easement located in the East one-half of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the Southwest corner of Lot 150, Leawood Oaks III, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence N89°46'04"W (assumed bearing) on the Westerly extension of the South line of said Lot 150, 30.00 feet to the point of beginning; thence S00°10'05"W, 115.77 feet; thence S33°49'55"E, 283.95 feet; thence S25°49'55"E, 277.90 feet; thence S21°49'55"E, 350.00 feet; thence S49°52'51"E, 209.20 feet to the North line of an existing 20 foot wide permanent sewer easement and the point of termination of this easement.

Said temporary construction easement shall be for a period necessary to complete the construction but in no event shall it extend beyond April 1, 1984, during which time the Grantee, its successors, contractors and assigns shall have the use of said premises for such activities as are necessary to construct said sewer line. Upon completion of said line or on April 1, 1984, whichever shall occur first, the Grantee or his successors and contractors shall

have replaced and properly compacted the grade in said easement, both permanent and temporary, as close as possible, using usual construction technique, to the grade before the installation of said sewer line and all debris and construction material shall have been removed from the easement area.

Grantor reserves the right, without cost, to attach to and use the sewer installed on and over this easement.

This Agreement shall be binding upon and the benefits shall inure to the heirs, personal representatives, successors and assigns of the parties, without regard to number.

Rosalie Cohen  
ROSALIE COHEN

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 24th day of October, 1983, before me, a Notary Public in and for said county, personally came ROSALIE COHEN, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal on the date last written.

Kenneth D. Jenkins  
Notary Public