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affects Subt 70.

PERMANENT SEWER EASEMENT

W I T N E S S E T H:

THAT Omaha National Bank, Special Administrator of The Estate of Rosalie Othen, Deceased, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 136 of Sarpy County, Nebraska, hereinafter referred to as SID, and to its successors and assigns an easement for the right to construct, maintain and operate a Sanitary Sewer and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the SID. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements or other structures shall be placed in, on, over or across said easement strip by GRANTOR, its successors and assigns without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by SID. The SID shall pay for any damage to crops caused directly and proximately by the inspection, maintenance or repair of the Sanitary Sewer by the SID or its agents. The SID shall not be responsible or liable for any reduction in crop yield in future crops on the land described in Exhibit "A" which is caused directly and proximately by the installation and operation of the Sanitary Sewer.
3. That SID shall cause any trench made on said easement strip to be properly refilled 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 or representative of the SID and any of said construction and work.

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- 4. That said GRANOR for itself and its successors and assigns does confirm with the said SID and its assigns, that it, the GRANOR is seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will and its successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 5. That said easement is granted upon the condition that the SID will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction, and the SID shall pay for any damage to crops directly and proximately caused by the construction or installation of the Sanitary Sewer, or any damage to crops which is the direct and proximate result of any delay in planting of the crop on the land described in Exhibit "A" caused by the construction and installation of said Sanitary Sewer.
- 6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement between the GRANOR and the SID or its agents; and that the GRANOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees, except as are set forth herein.

this 4th day of April, 1986.

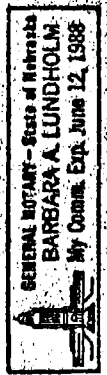
GRANOR:
 OMAHA NATIONAL BANK, Special Administrator of
 The Estate of Rosalie Cohen, Deceased.

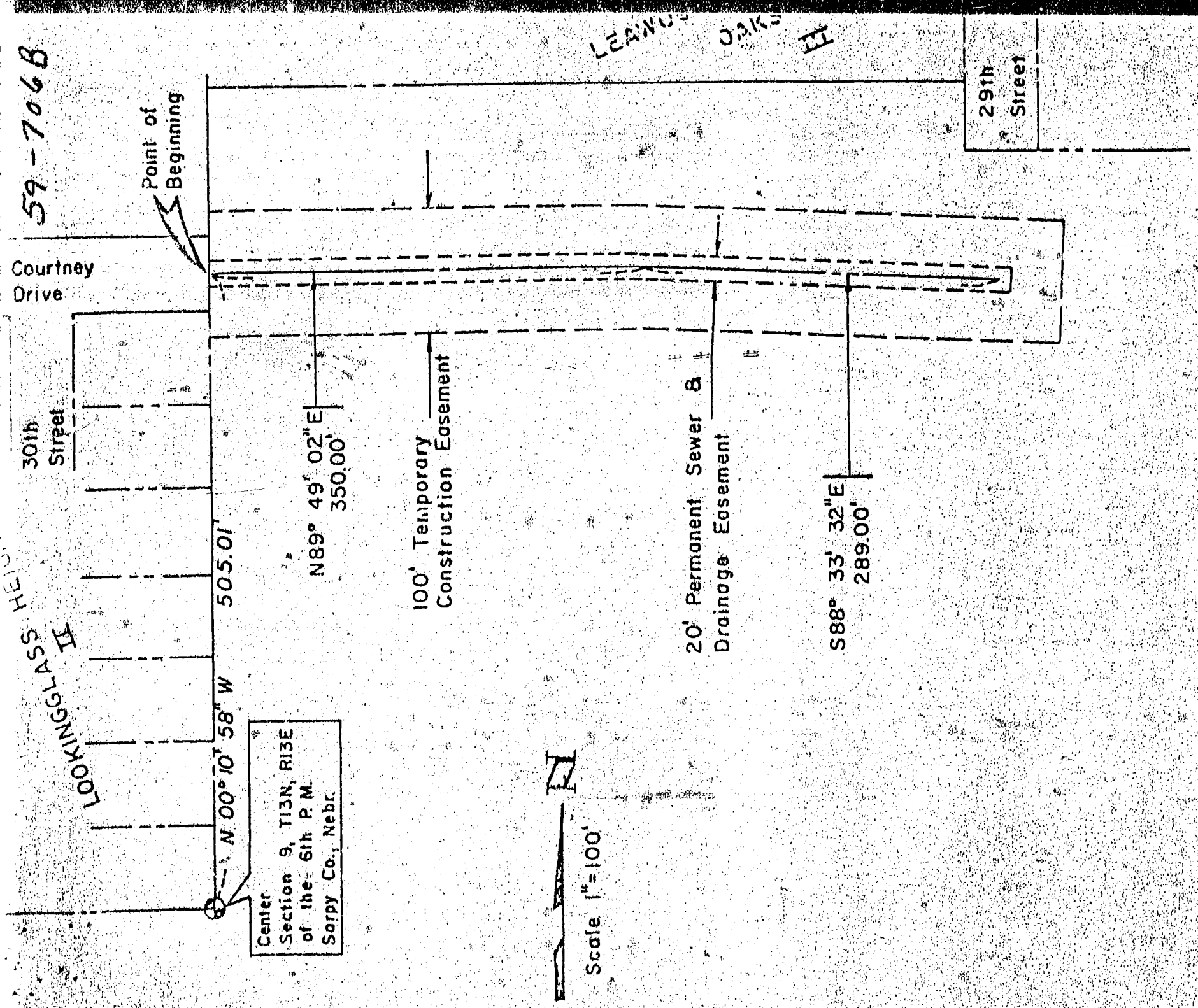
By Michael R. O'Malley
 Michael R. O'Malley, Second Vice President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 4th day of April, 1986, the foregoing instrument was acknowledged before me by Michael R. O'Malley, Second Vice President of Omaha National Bank, acting on behalf of and as Special Administrator of the Estate of Rosalie Cohen, Deceased.

Barbara A. Lundholm
 Notary Public





LEGAL DESCRIPTION

A 20 foot permanent and 100 foot temporary easement located in the south one-half of the N.E. 1/4 of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the center of said Section 9, thence $N 00^{\circ} 10' 58'' W$ along the west line of the said N.E. 1/4 for a distance of 505.01 feet to the point of beginning (said point also being on the centerline of Courtney Drive). Thence $N 89^{\circ} 49' 02'' E$ for a distance of 350.00 feet thence $S 88^{\circ} 33' 32'' E$ for a distance of 289.00 feet to an existing manhole located 273 feet south of the intersection of 29th Street & Nottingham Drive and point of termination.