

31-16-12

Project No.

BOOK 529 PAGE 259

Affects unplatted land south of OLA.

GRANT OF EASEMENT
PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made the 8th day of November, 1973, between Henry J. Neuhaus hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 265, 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:

A 10 foot wide Permanent Sewer and Drainage Easement in the SW 1/4 of the NW 1/4 of Section 31, T16N, R12E of the 6th P.M., Douglas County, Nebraska, being 5 feet on both sides of the following described centerline:

Commencing at the southwest corner of the NW 1/4 of said Section 31; thence N89°51'52"E (assumed bearing) along the south line of said NW 1/4, a distance of 50.00 feet to the Point of Beginning; thence N19°43'00"E, a distance of 247.00 feet; thence N00°05'00"W, a distance of 30.00 feet to the Point of Termination. (See Exhibit "B" 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.

The easement is also for the benefit of any contractor, agent, employee and representative of the SID in any of said construction and work.

EXHIBIT "A"

Said Grantors for himself or themselves and his or their heirs, executors, and administrators does or do confirm with the said SID 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 their assigns against the lawful claims and demands of all persons. This easement runs with the land.

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The consideration recited includes damages for change in 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.

Henry J. Neuhaus
Henry J. Neuhaus

Owners

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On the 8th day of November, 1973 before me, a Notary Public in and for said County, personally came Henry J. Neuhaus

who is (are) personally known to me to be the (identified person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the instrument to be his, her, (their) voluntary act and deed for the purpose therein stated. WITNESS my hand and Notarial Seal the date aforesaid.



SALLY A. BERGER
GENERAL NOTARY - State of Neb.
My Commission Expires
October 28, 1975

Sally A. Berger
Notary Public

My Commission Expires:

4-132nd Street

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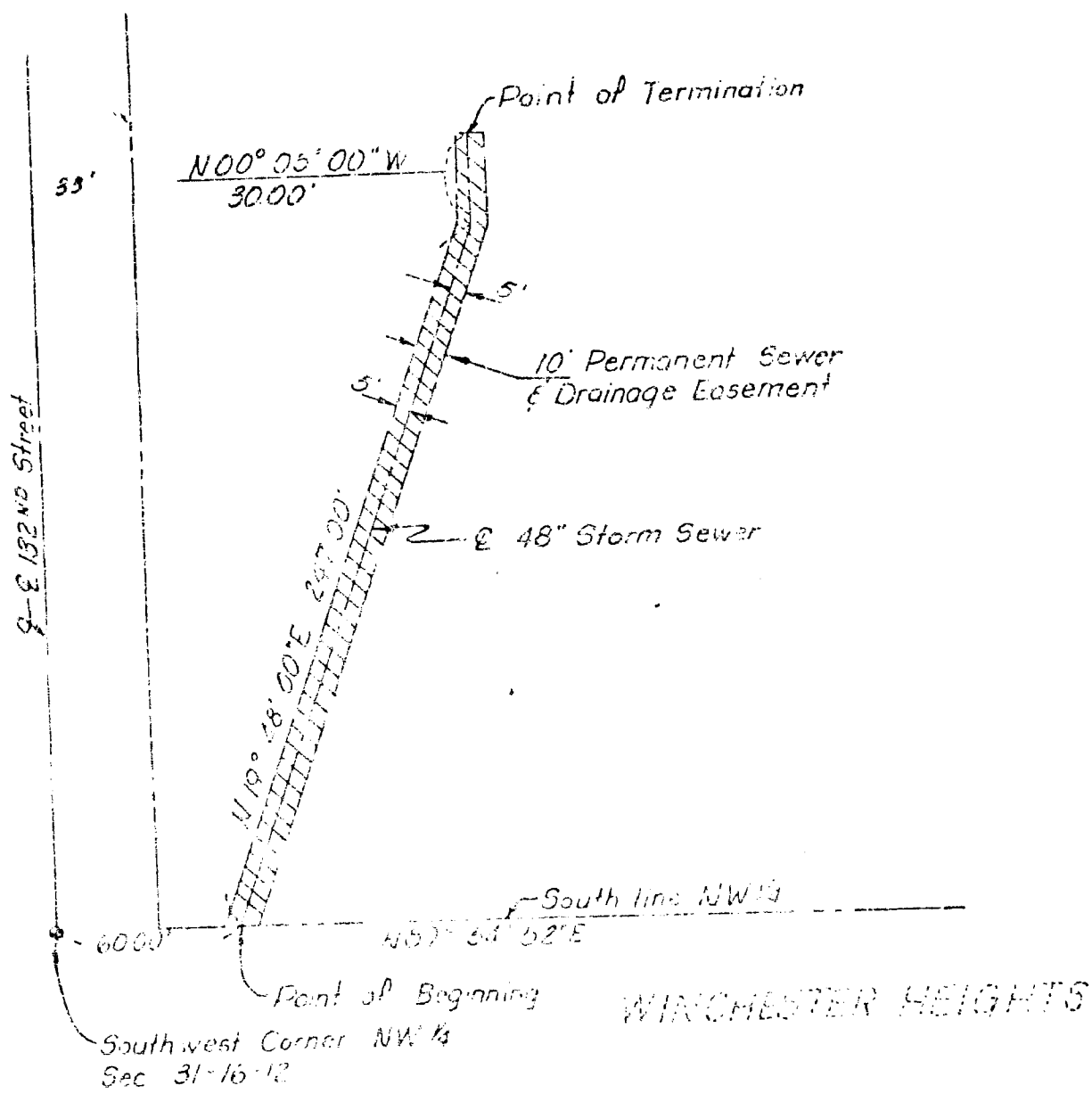
EXHIBIT "B"

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SEWER AND DRAINAGE EASEMENT S. & I. D. No. 265 DOUGLAS COUNTY, NEBRASKA



Scale: 1" = 50'



Part SW 1/4 of the NW 1/4
Section 31-16-12

#7254
Area - 0.064 acre

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Douglas, Nebraska, this 13th day of July, 1925.

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