

Affect Lot 45 Colonies Rep IV.  
But check your lot on other  
2-14-11 Plattings.

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EASEMENT

THIS EASEMENT AGREEMENT made on the 5th day of July, 1973 between THE UNITED STATES NATIONAL BANK OF OMAHA, Trustee under the Testamentary Trust of Katherine C. Allison, deceased, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 244 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. The Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor being the owner of the land hereinafter described as being a part of:

The Northeast Quarter (NE 1/4), Section Two (2), Township Fourteen (14) North, Range Eleven (11) East, Douglas County, Nebraska,

does hereby give, grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land located in the above described land in Douglas County, Nebraska, said strip of land being more particularly described as follows, to-wit:

A 30' wide easement, 15' on both sides of and parallel to the following described centerline: Beginning at a point on the west property line 1031.47' south of the N 1/4 corner of said Section 2; thence S 89°58'35" E a distance of 154.03' to a point; Thence continuing from the last described point N 1°39'22" E a distance of 998' to a point, said point being 160.61' east and 33.00' south of said N 1/4 corner.

2. The real property above described in Paragraph 1 is subject to the leasehold interest of Joseph R. McDermott and Ada McDermott, Lessees, who are in possession thereof. Sanitary and Improvement District No. 244 of Douglas County, Nebraska also requires temporary construction easements across the leasehold and described as follows:

1) A 100' wide easement 50' on both sides of and parallel to the following described centerline: Beginning at a point on the west property line 1031.47 Feet South of the N 1/4 corner of said Sec. 2; thence S 89°58'35" E a distance of 169.03' to a point.

2) A 100' wide easement lying 15 feet east of and 85 feet west of the following described line; beginning at a point 160.61 feet east and 33.00 feet south of the N 1/4 corner of said Sec. 2; thence S 1°39'22" W a distance of 998' to a point.

The Grantor, as part of the consideration for this agreement, waives any claim for additional compensation or damages by reason of Grantee's use and occupancy of the above described temporary easements when acquired from the above named Lessees.

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3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline together with necessary manholes and cleanouts, and the transmission through said outfall sewer pipeline of sanitary sewage from the property now or hereafter embraced within the boundaries of the Grantee, its successors and assigns, or embraced within the areas which Grantee, its successors and assigns, is now or shall hereafter become obligated to serve by contract or other agreement. The exact location of said sanitary outfall sewer pipeline in the perpetual easementway shall be fixed and determined by the engineers for Grantee.

4. By accepting the foregoing permanent easement, Grantee agrees to pay all costs of construction of said sanitary sewer pipeline, to repair all fences which might be damaged in connection with said construction, maintenance or repair work, any damage to the contours of the land sustained by Grantor and to replace the soil as nearly as practically possible to its original condition, and pay for any crop damage sustained by said tenant.

5. Said permanent easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time, or if any portion of said sewer needs to be reconstructed after the above described property is improved, the Grantee will make good to the Grantor, or to its assigns, any and all damage that may be done by said changes, alterations, repairs or reconstruction by way of damages to crops, fences, contours or other improvements thereon.

6. Grantor, or its assigns, shall not build, create, construct, nor allow to be built, created or constructed any building or other structure at any point on the strip of land on which Grantee has its permanent easement rights, except for the construction of streets, sidewalks, driveways, parking areas and other utility lines such as water and gas mains and underground and overhead power conduits on lines.

7. It is agreed between the Grantor and the Grantee that once the grade level of the manholes has been established by the engineers of the Grantee at the time of original construction, that any future change thereafter made at the request of the Grantor shall be at the sole expense of the Grantor.

8. The Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that it is well seized in fee of the premises above described; that it has the right to grant and convey the permanent easement aforesaid, and that it will and its successors and assigns shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

EXECUTED the day and year first above written.



THE UNITED STATES NATIONAL BANK OF OMAHA,  
Trustee under the Testamentary Trust of  
Katherine C. Allison, Deceased,

Senior Vice President

Trust Officer

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 5th day of July, 1973, before me the under-  
signed, a Notary Public in and for said County, personally came \_\_\_\_\_  
A. W. Knapp, Senior Vice President, of The United States  
National Bank of Omaha, a corporation and Paul D. Kadavy  
Trust Officer of said Corporation, to me personally known to be the Senior  
Vice President and Trust Officer 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 Notarial Seal in said County the day and  
year last above written.



**G. A. RIED**  
GENERAL NOTARY, State of Neb.  
My Commission Expires  
February 6, 1976

*G. A. Ried*  
Notary Public

My Commission expires:  
7/11/74

**TRACT DESCRIPTION:**

Except the North 33', the NE $\frac{1}{4}$  of Sec. 2, T14N, R11E of Douglas County, Nebraska. Containing 155.51 Acres.

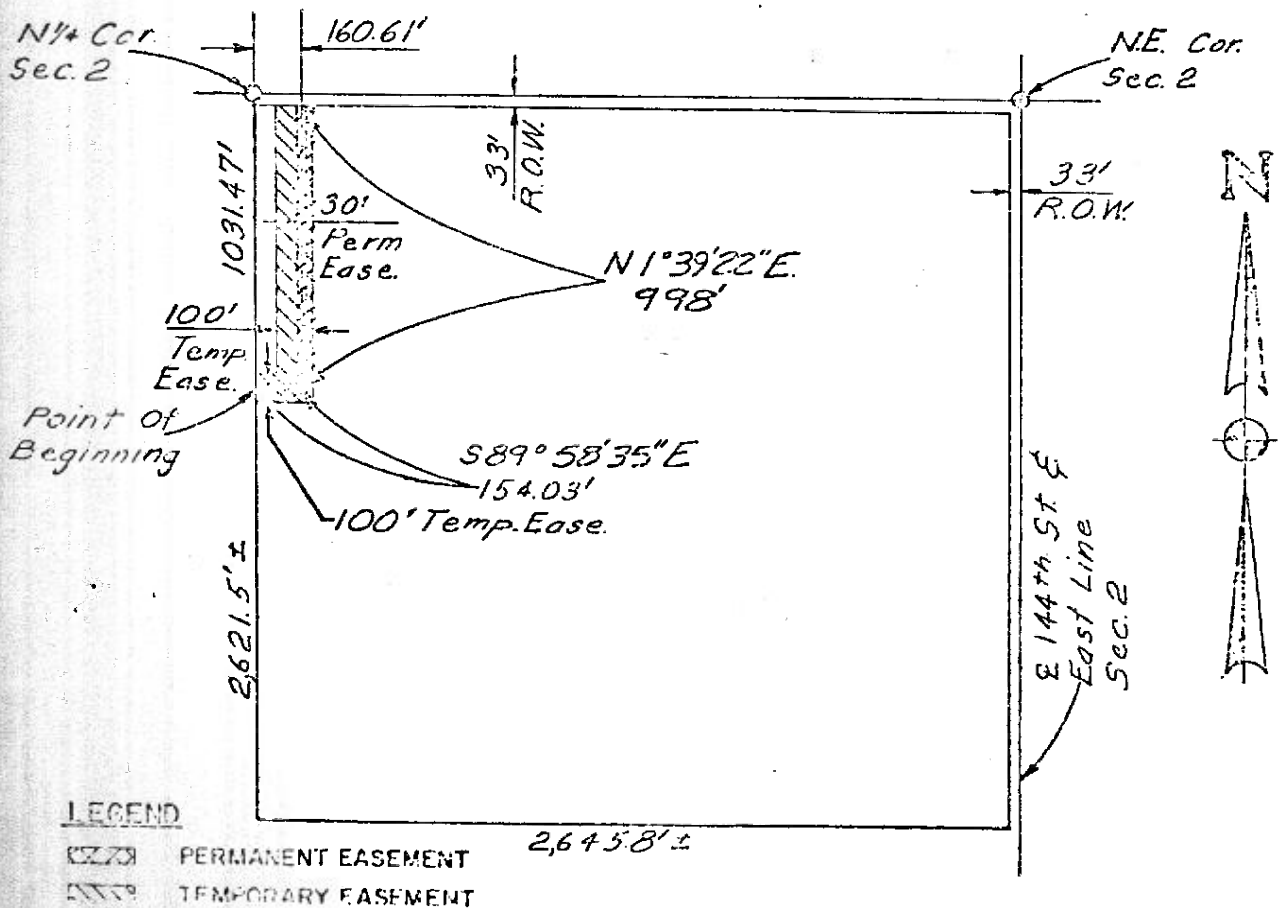
**EASEMENT DESCRIPTIONS:**

**PERMANENT EASEMENT:**

(See Attachment)

**TEMPORARY EASEMENT:**

(See Attachment)



TRACT NO. 3

PROJECT SID # 244 (PSO 3751)

LEGAL OWNER Katherine C. Allison Est.

**TRACT DESCRIPTION:**

Except the North 33', the NE $\frac{1}{4}$  of Sec. 2, T14N, R11E of Douglas County, Nebraska. Containing 155.51 Acres.

**PERMANENT EASEMENT:**

A 30' wide easement, 15' on both sides of and parallel to the following described centerline: Beginning at a point on the west property line 1031.47' south of the N $\frac{1}{4}$  corner of said Sec. 2; thence S89°58'35" E a distance of 154.03' to a point; Thence continuing from the last described point N1°39'22" E a distance of 998' to a point, said point being 160.61' east and 33.00' south of said N $\frac{1}{4}$  corner.

**TEMPORARY EASEMENTS**

- 1) A 100' wide easement 50' on both sides of and parallel to the following described centerline; Beginning at a point on the west property line 1031.47 feet South of the N1/4 corner of said Sec. 2; thence S89°58'35" E a distance of 189.03' to a point.
- 2) A 100' wide easement lying 15 feet east of and 85 feet west of the following described line; Beginning at a point 160.61 feet east and 33.00 feet south of the N1/4 corner of said Sec. 2; thence S1°39'22" W a distance of 998' to a point.

11 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.

14 DAY OF July 1973 AT 11:46 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

1525

R-1 6/20/73