

TEMPORARY AND PERMANENT EASEMENT
FOR MERCY HEIGHTS SANITARY SEWER

WHEREAS, The Byron Reed Company, a Nebraska corporation with its principal place of business at Omaha, Nebraska, owns the following described real property:

Lots One (1) through Thirteen (13) and Lot Eleven (11), of Mercy Heights, a plat included in and forming a part of the South Half of the Southeast Quarter of the Northeast Quarter and the West Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 26, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, Herman Cohen and Pennie Z. Davis, both of Omaha, Nebraska, own the following real property in the County of Douglas, State of Nebraska:

The East Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 26, Township 15 North, Range 12 East, of the 6th P.M., Douglas County, Nebraska.

The North Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

The South Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, The Byron Reed Company and certain title holders to Lot Eleven (11) of Mercy Heights have organized Sanitary and Improvement District No. 102 of Douglas County, Nebraska for the purpose of installing certain improvements on said Mercy Heights,

WHEREAS, The Byron Reed Company and the title holders to Lot Eleven (11) of Mercy Heights desire a temporary and permanent easement over certain of the property above described and owned by Herman Cohen and Pennie Z. Davis, for the purpose of constructing and maintaining a sanitary sewer,

WHEREAS, Herman Cohen and Pennie Z. Davis are willing to grant said temporary and permanent easements with the condition that they at their own expense can connect lateral lines to said main sewer line,

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, Herman Cohen and Rosalie Cohen, husband and wife, and Pennie Z. Davis and Florence C. Davis, husband and wife, hereinafter referred to as the grantors, hereby grant and convey to Sanitary and Improvement District No. 102 of Douglas County, Nebraska, its licensees, successors and assigns, hereinafter referred to as the grantees, the following easements:

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1. A temporary easement legally described and drawn as TRACTS A-1 and B-1 in Exhibit 1, said Exhibit being more specifically described as an architect's drawing by L. E. Miller, dated May 11, 1962, and named "MERCY HEIGHTS SANITARY SEWER - TEMPORARY EASEMENTS". Said temporary easement being granted for the purpose of constructing an outfall sewer from Mercy Heights to the existing sewer line along the North side of Mercy Road, all as is indicated on Exhibit 1. Said easement shall include the right to dig a trench or ditch for said sewer line, to pile dirt on said easement, to refill said trench or ditch, and to do all acts customarily done in the construction of sewer lines.

2. A permanent easement legally described and drawn as TRACTS A and B in Exhibit 2, said Exhibit being more specifically described as an architect's drawing by L. E. Miller, dated May 11, 1962, and named "MERCY HEIGHTS SANITARY SEWER - PERMANENT EASEMENTS". Said permanent easement is granted for entry upon said property for the purpose of inspecting, maintaining, repairing, constructing, reconstructing and doing all acts necessary on said easement for the proper functioning of said sewer lines.

3. The grantees, their licensees, successors, and assigns shall have and hold said temporary easement for a period of twelve (12) months commencing on the date this instrument is executed and shall have and hold said permanent easement forever.

4. Said temporary and permanent easements are being granted on the following conditions:

a. The grantors, their licensees, successors, and assigns shall at all times hereafter have the right at their own expense to connect lateral lines to said main sanitary sewer line.

b. The grantees, their licensees, successors and assigns, shall cause any trenches or ditches made on the temporary or permanent easements properly refilled and shall cause the premises to be left in a neat condition.

c. In the event the above described Temporary and Permanent easements and sewer lines thereon should interfere with the improvement of the Grantor's property, the Grantors shall have the right to relocate either of said easements and the sewer line thereon to a new location on their property. Provided, however, that such a relocation shall be subject to the following terms and conditions:

1. As a prerequisite to relocating said easements and sewer line thereon, the Grantors shall first grant the Grantees a new easement or easements over such area as is proposed for the new sewer line. Said easement or easements shall be in similar form as this instrument and shall not broaden or diminish either the Grantors' or Grantees' rights, duties, or liabilities as contained in this instrument. Provided, however, that said easement or easements shall not reserve the right substituted to the Grantors to relocate any of said new easements or the sewer line thereon. It is further agreed that the prior easement shall be cancelled and terminated.

2. The location of the proposed new easement or easements and the engineering of the proposed new sewer line shall have been previously accepted and approved by the appropriate department of the City of Omaha, Nebraska. All phases of the relocation of said easement or easements and sewer line, the construction of a new sewer line, the disconnection of the old sewer line, and the reconnection of the new sewer line shall be under the control and supervision of the appropriate department of the City of Omaha, Nebraska and shall fully comply with all requirements of said department, the ordinances of the City of Omaha, and the statutes of the State of Nebraska.

3. Other than the temporary time lapse required to disconnect the old sewer line from the sewer line emerging from the Grantees' property and the reconnection of the new sewer line emerging from the Grantee's property, the Grantors covenant that there shall be no interruption, backing-up, undesirable change or impairment of the sewage flow from the Grantee's property either during the construction of the new sewer line or after the connection of the new sewer line.

4. All expenses of every kind and description in the relocation of said easement or easements and sewer line, construction of a new sewer line, disconnection of the old sewer line, and reconnection of a new sewer line shall be paid by the Grantors. Further, the Grantors shall hold the Grantees harmless from any and all expenses or claims connected with or arising from said relocation, construction, disconnection, and reconnection. Provided, however, that the Grantors shall not be liable for any temporary inconvenience caused by said relocation, construction, disconnection and reconnection.

5. The grantors do hereby covenant with the grantees that they are lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances; and that they will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have executed this instrument on this 27th day of September, 1962.

Herman Cohen
Herman Cohen, Grantor

Rosalie Cohen
Rosalie Cohen, Grantor

Pennie Z. Davis
Pennie Z. Davis, Grantor

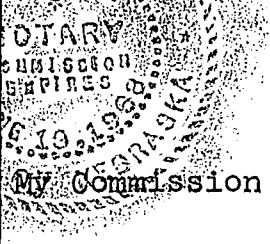
Florence C. Davis
Florence C. Davis, Grantor

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

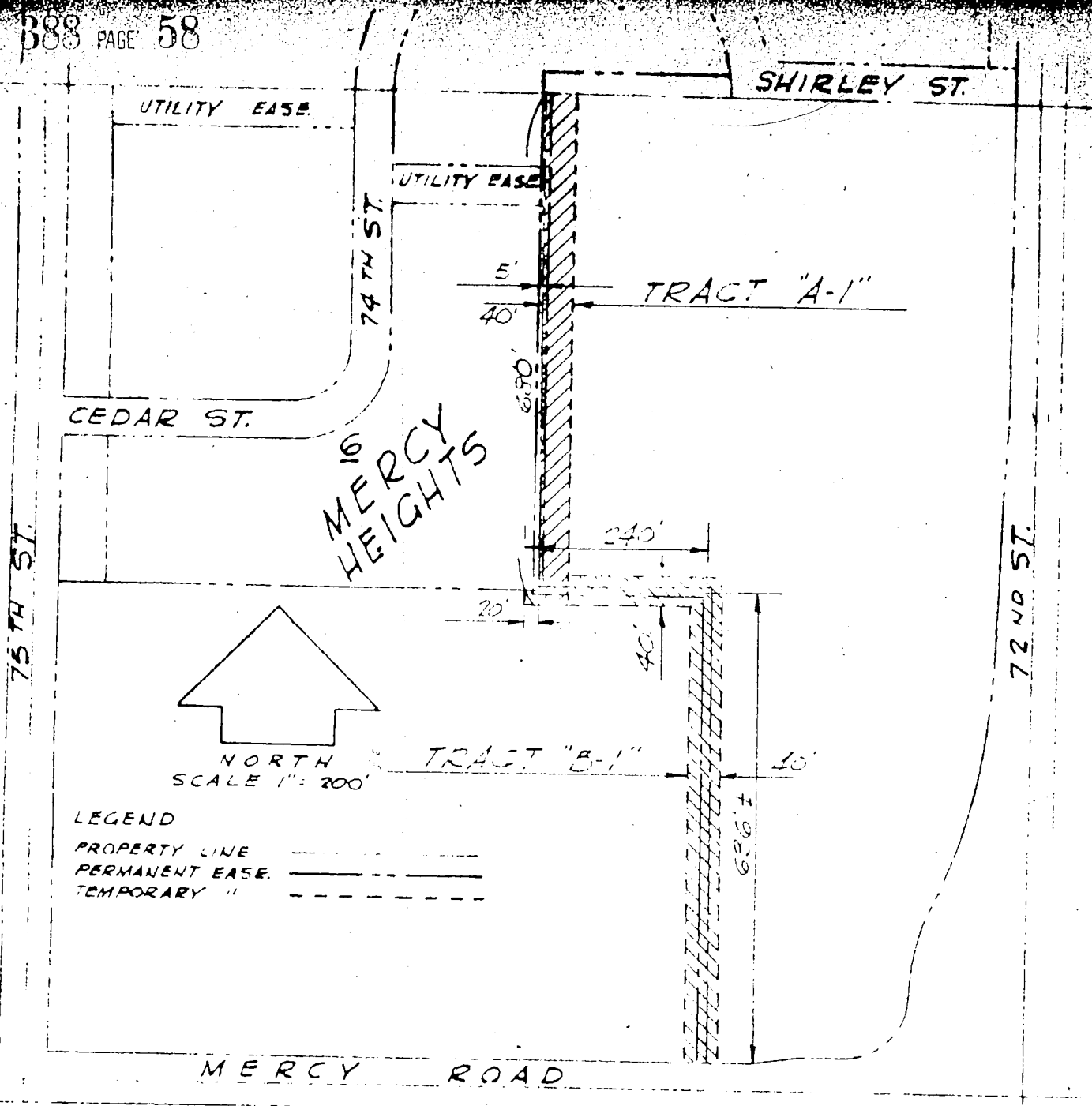
On this 27th day of September, 1962, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came HERMAN COHEN, ROSALIE COHEN, PENNIE Z. DAVIS, and FLORENCE C. DAVIS, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Frank R. [Signature]
Notary Public



My Commission Expires: June 19, 1968



MERCY HEIGHTS SANITARY SEWER

TEMPORARY CONSTRUCTION EASEMENTS

Tracts of land lying in the Southeast Quarter (SE 1/4) of Section 26, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, being more particularly described as follows:

Tract "A-1"

A strip of land lying East of and adjoining to the East line of Lot 6 of Mercy Heights Subdivision, forty feet (40') wide and extending six hundred eighty feet (680') South of the Northeast corner of said lot.

Tract "B-1"

A strip of land forty feet (40') wide, whose centerline is described as follows: Beginning at a point twenty feet (20') West of the Southeast corner of Lot 6 of Mercy Heights Subdivision; thence due East two hundred forty feet (240'), excepting that portion lying in Lot 6 of Mercy Heights Subdivision; thence due South approximately six hundred thirty-six feet (636') to the North right-of-way line of Mercy Road.

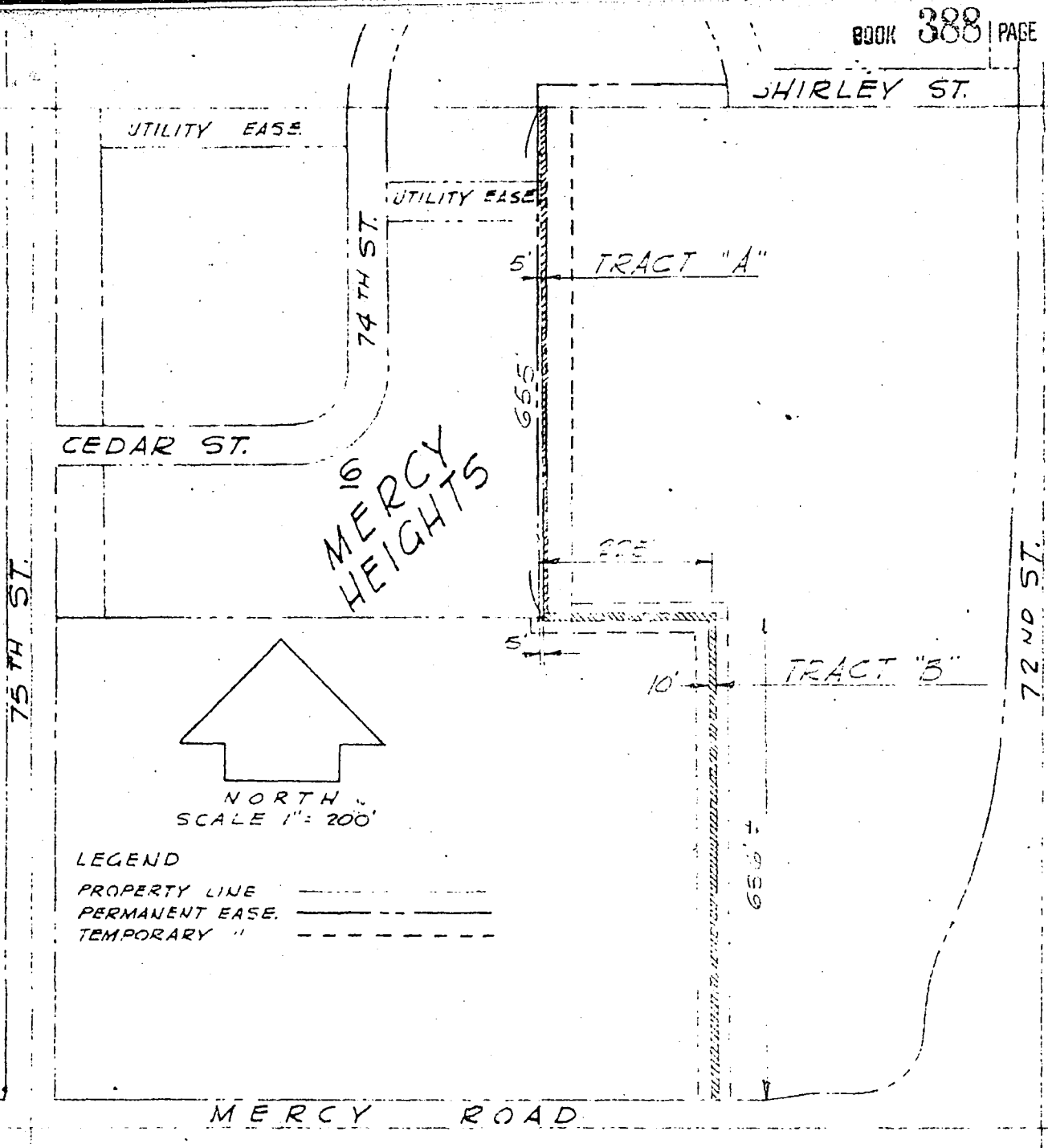
L E Miller

L. E. Miller

LS-87

May 11, 1962

"Exhibit 1"



MERCY HEIGHTS SANITARY SEWER

PERMANENT EASEMENTS

Tracts of land lying in the Southeast Quarter (SE 1/4) of Section 26, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, being more particularly described as follows:

Tract "A"

A strip of land lying East of and adjoining to the East line of Lot 6 of Mercy Heights Subdivision, five feet (5') wide and extending six hundred fifty-five feet (655') South of the Northeast corner of said lot.

Tract "B"

A strip of land ten feet (10') wide whose centerline is described as follows: Beginning at a point five feet (5') West of the Southeast corner of Lot 6 of Mercy Heights Subdivision; thence due East two hundred twenty-five feet (225'), excepting that portion lying within Lot 6 of Mercy Heights Subdivision; thence due South approximately six hundred thirty-six feet (636') to the North right-of-way line of Mercy Road.

L. E. Miller

L. E. Miller

LS-87

May 11, 1962

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County

Entered as a copy of a duly and filed
for record in the office of the Register of
Deeds of said county and recorded in
BOOK 388 of Misc

PAGE 54

Thomas J. O'Connor
Register of Deeds

CO. Surveyor

Mail Johnson & Hunter
8401 West Dodge Rd.

46-570

573

26-15-12

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