

18-15-12

No. P. ST. 3649

BOOK **510** PAGE **455**

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 16<sup>TH</sup> day of MAY, 1972, between ANNA DAGERMAN, Widow, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 236 of 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".

W I T N E S S E T H :

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 and storm sewer pipe or both for the passage of water and sewage, <sup>A.D.</sup> ~~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 25 foot wide easement 12.5 feet on either side of the following described centerline in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, Township 15 North, Range 12 East of the 6th p.m., Douglas County, Nebraska:

Beginning at a point which is 645 feet South and 330 feet West of the Northeast corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18; thence, Southwesterly, a distance of 830 feet, more or less to a point on the North right-of-way line of Dodge Street, said point being 1260 feet South and 875 feet West of said Northeast corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18.

No buildings or structures, shall be placed, in, on, over, or across aid 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 street, parking lot, trees, grass

or shrubbery, in order to repair or maintain said sewer line, the removal or repair of said street or parking lot shall be done at the expense of 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.

This easement is also for the benefit of any contractor, agent, employee and representative of the said SID and said City in any of said construction and work. Said Grantor for herself and her heirs, executors and administrators does confirm with the said SID and City and their assigns, that she or they, the Grantor is or are well seized in fee of the above described property and that she or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that she or they will, and her or their heirs, executors and administrators, shall warrant and defend this easement to said SID and City and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived. Grantors shall have the right to alter the grade over the easement area, so long as said construction does not disturb or interfere with the operation of the facilities constructed or to be constructed by SID hereunder.

The plans and specifications for all construction contemplated by SID over these premises shall be subject to the approval of Thompson, Dreesen and Dorner, Engineers.

All construction contemplated under this easement by SID shall be made below grade and all structures shall be covered with topsoil to conform in appearance with land contiguous to the construction site, and 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.

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal the day and year first above written.

Anna Dagerman  
ANNA DAGERMAN, widow

STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF DOUGLAS )

On this 16<sup>TH</sup> day of MAY, 1972, before me a Notary Public in and for said County, personally appeared Anna Dagerman, widow, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the instrument to be her voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

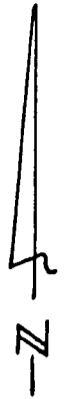
Sheryl J. Morrissey  
Notary Public

My commission expires:  
Febr 3, 1974.



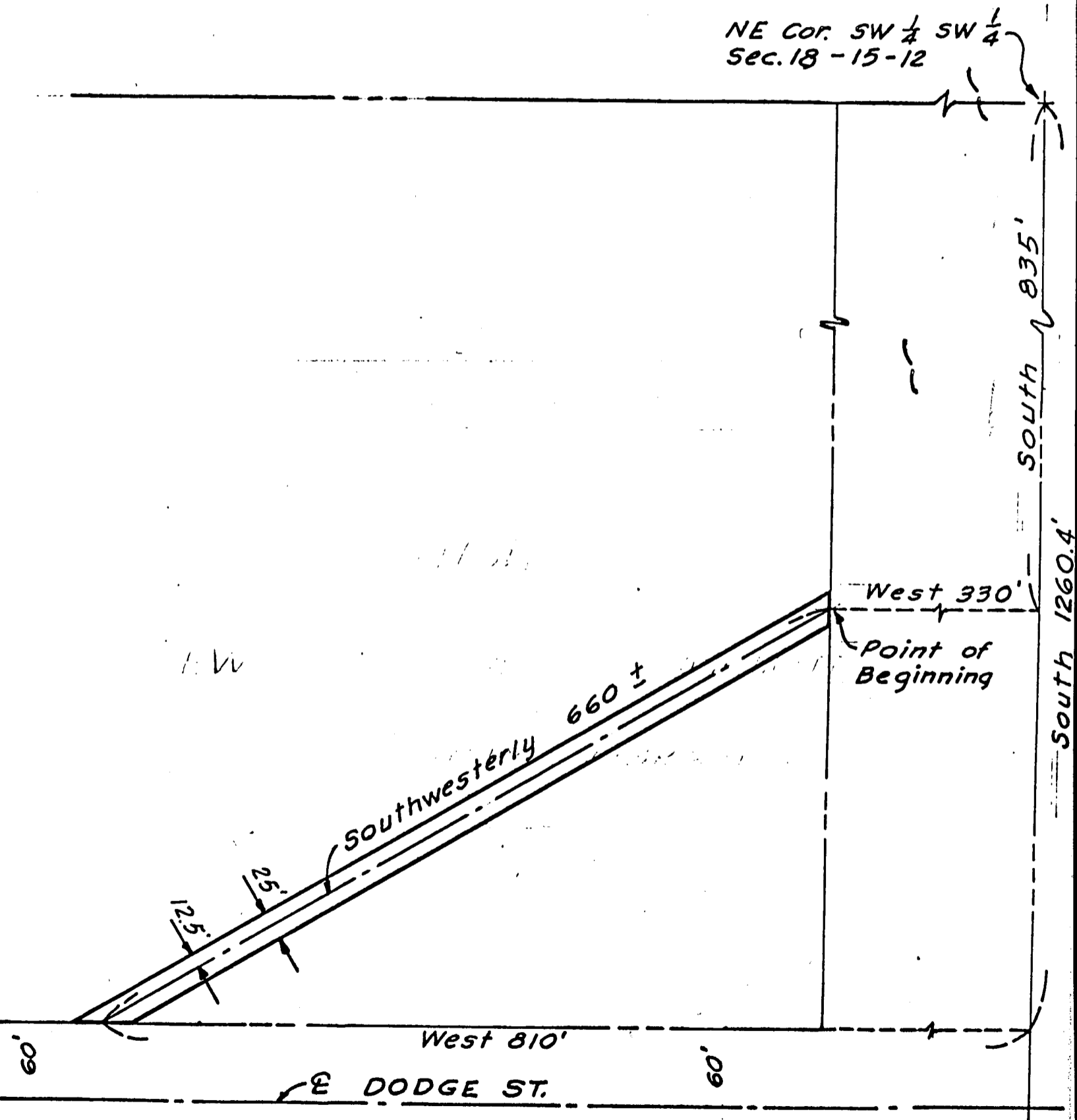
# EXHIBIT "B"

## SEWER AND DRAINAGE EASEMENT S. & I. D. No. 236 DOUGLAS COUNTY, NEBRASKA



Scale: 1" = 100'

NE Cor. SW  $\frac{1}{4}$  SW  $\frac{1}{4}$   
Sec. 18 - 15 - 12



21. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 31 DAY OF May 1972 AT 1:32 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS

1225

Area = 0.379 Ac.  
Parcel 1  
# 7131