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GEORGE J. GUCLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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LCL C/O C/IMP VP  
LEGAL PG SCAN W FV

Return: Bob Peterson  
11306 Davenport  
Omaha, NE 68154

## PERMANENT STORM AND SANITARY SEWER EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That MATILDA JORT, a single person, of Douglas County, Nebraska, hereinafter referred to as "GRANTOR," (whether one or more) for and in consideration of the sum of Three Thousand Three Hundred Fifty-five Dollars and Sixty-five Cents (\$3,355.65) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY & IMPROVEMENT DISTRICT NO. 229 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as "SID," and to its successors and assigns, an easement for the right to construct, maintain and operate a storm sewer and a sanitary sewer, and appurtenances thereto, in, through and under the parcel of land described as follows:

See Exhibit A Attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises reasonable under the circumstances and as limited herein for the purpose of constructing, inspecting and maintaining or operating said sewers. That Grantor may, following construction of said sewers, 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 grading, fill or fill material, embankment work, buildings, improvements, or other structures may be placed in, on, over or across said easement strip by GRANTOR, her successors and assigns, subject to receipt of any necessary building permits. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, her successor or assigns.
2. That SID will be responsible for all costs associated with the laying, maintaining, repairing and operations of said sewer lines and GRANTOR, her successors and assigns shall not be subject to any special assessments with respect to the construction of said sewers.
3. That SID shall replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said sewers, except that, damage or loss to any buildings placed in, on, over or across the easement strip by GRANTOR shall be the responsibility of GRANTOR, her successors and assigns. SID further agrees to take all reasonable steps to avoid damage to other improvements, and will not cause any such damage unless absolutely necessary to the maintenance of the sewers.
4. That SID shall lay said sewer lines at a sufficient depth to not interfere with GRANTOR's present or anticipated use and enjoyment of said property (including, but not limited to, the office or apartment development), shall place an intake connection in each sewer line for the use of GRANTOR at a reasonable point to be designated by GRANTOR, shall construct the sewer lines with sufficient capacity and quality to handle any future use by GRANTOR, her successors or assigns for any type of development of GRANTOR's property, shall construct the sewer lines and complete all grading in accordance with all laws, statutes, building codes, ordinances, rules, regulations, industry standards and practices, 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 and shall replace any fence or other improvements on GRANTOR's property damaged or removed during the course of construction. This easement is also for the benefit of any contractor, agent, employee or representative of the SID performing any of said construction work.
5. That GRANTOR, her successors or assigns may at any time connect onto the sewers constructed by the SID in said easement strip and use said sewers without payment of any additional fee or compensation by GRANTOR to SID, its successors or assigns. Cost of the

actual connections (other than the intake connections provided above) will be borne solely by GRANTOR and will be done with reasonable notice to SID and subject to the reasonable review and approval of the plans and drawings for such connections by the engineers for SID.

6. That GRANTOR, her successors and assigns, shall have the right to relocate said sewers at their expense in conjunction with the development of GRANTOR's property or otherwise provided that such relocation does not hinder the operation of the sewers. Such relocation shall be subject to the approval of the plans and specifications therefor by the engineers for the SID, which consent shall not be unreasonably withheld. SID, and its assigns, will remain solely responsible for the maintenance and repair of the sewers as relocated.

7. That said GRANTOR for herself and her or their successors and assigns, do confirm with the said SID and its assigns, that she, the GRANTOR, is well seized in fee of the above-described property and that she has the right to grant and convey this easement in the manner and form aforesaid. This easement runs with the land.

8. That said easement is granted upon the following conditions (i) that SID will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction, (ii) that SID will cause the placement of both sewers as soon as practicable, but in no case later than May 1, 1996 ~~1995~~, weather permitting, and (iii) that the storm sewer along the west edge of the property shown on the attached diagram be completed no later than May 1, 1996 ~~1995~~.

9. That SID shall NOT have the right or authority to encumber GRANTOR's property or to permit any person to claim or assert any lien for the improvement or repair of the GRANTOR's property made by SID. SID shall notify all parties performing work on the GRANTOR's property that this easement is not for the benefit of GRANTOR or GRANTOR's property and SID shall not allow any liens to attach to GRANTOR's interest.

10. That SID assumes all responsibility for any and all accidents and/or damages which may arise out of the construction, maintenance, existence and use of said sewers and further agrees to protect, indemnify and save harmless GRANTOR, her successors and assigns, from and against any and all liability, loss, cost, damage, expense and claims of every kind and character due to injury to or death of any person whomsoever or loss of or damage to any property whatsoever, arising directly or indirectly out of, or incident to, the construction, existence, use or maintenance of said sewers. This indemnity shall not extend to accidents or damages caused by the intentional or negligent acts of Grantor or her assigns, nor for accidents or damages caused by the Grantor or her assigns in exercising her right to connect to said sewers.

11. That GRANTOR and SID are not constructing said sewers as partners or joint adventurers and SID is not acting as GRANTOR's representative or agent.

12. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and SID or its agents; and that the GRANTOR, 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 Agreement is binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said GRANTOR has executed this easement this 3 day of November, 1995.

  
MATILDA JORT

STATE OF NEBRASKA     )  
                                      ) SS.  
COUNTY OF DOUGLAS    )

On this 3<sup>rd</sup> day of November, 1995, before me, a Notary Public in and for said County and State, personally appeared Matilda Jort, a single person, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her voluntary act and deed.

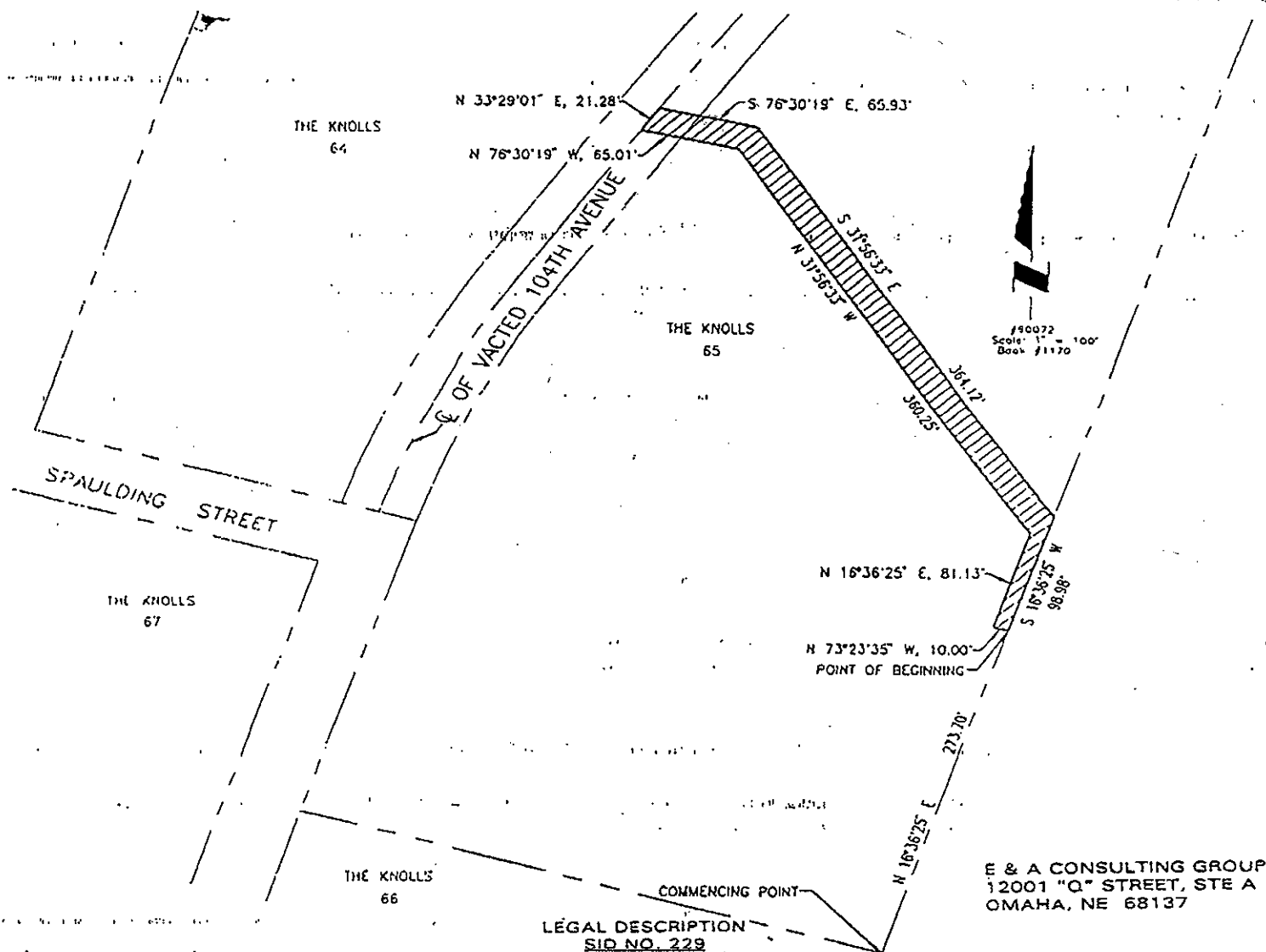
WITNESS my hand and Notarial Seal the date aforesaid.



Richard L. Anderson  
Notary Public

0017403.04

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

EXHIBIT "A"  
PERMANENT SEWER EASEMENT

Part of Lot 65, The Knolls, a subdivision located in the SW 1/4 of Section 4, and also part of vacated 104th Avenue right-of-way, located in said SW 1/4 of Section 4, all located in Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 65, The Knolls, said point also being on the West right-of-way line of Interstate No. 680; thence N16°36'25"E (assumed bearing) along the Easterly line of said Lot 65, The Knolls, said line also being said Westerly line of Interstate No. 680, a distance of 273.70 feet to the point of beginning; thence N73°23'35"W, a distance of 10.00 feet; thence N16°36'25"E, a distance of 81.13 feet; thence N31°56'33"W, a distance of 360.25 feet; thence N76°30'19"W, a distance of 65.01 feet to a point on the centerline of said vacated 104th Avenue right-of-way; thence N33°29'01"E along said centerline of vacated 104th Avenue right-of-way, a distance of 21.28 feet; thence S76°30'19"E, a distance of 65.93 feet; thence S31°56'33"E, a distance of 364.12 feet to a point on said Easterly line of Lot 65, The Knolls; thence S16°36'25"W along said Easterly line of Lot 65, The Knolls, a distance of 98.98 feet to the point of beginning.

Said tract of land contains an area of 9454 square feet or 0.217 acres, more or less.

#76506.1  
10/11/95