GRANT OF EASEMENT

THIS INDENTURE, made this 17 day of GADUARY

1978, between Bernard Schram and Helen Schram, Husband and Wife,
herein referred to as Grantors and parties of the first part, and
the City of Papillion, a Municipal Corporation of Nebraska, hereinafter referred to as Grantee and party of the second part.

WITNESS:

That said parties of the first part, in consideration of the sum of Nine Thousand Seven Hundred Twenty Dollars (\$9,720.00) and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, release and quit claim to the said party of the second part, its successors and agging for over a remover construction easement and 20-foot assigns forever, a temporary construction easement and 20-foot permanent Sanitary Sewer Easement for a sewer line on, under and across the following described tracts of land:

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

Being located in the SE4 of Section 26-T14N-R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning at the SE corner of said SE4; thence West on the South line of SE4, 225.00 feet; thence North, 50.00 feet; thence Northeasterly 135 feet more or less to a point 100.0 feet West of and 100.0 feet North of the SE corner of said SE_4 ; thence North on a line 100.0 feet West of and parallel to the East line of said SE4, 1280 feet; thence West 25 feet; thence North on a line 125.0 feet West of and parallel to the East line of said SE^{1}_{4} , 1000 feet more or less to a point on the Southerly R.O.W. line of the Union Pacific Railroad; thence Southeasterly on the Southerly R.O.W. line of said Union Pacific Railroad, 125 + feet to a point on the East line of said SE_4 ; thence South on the East line of said SE_4 2350 feet more or less to the point of beginning, except that part occupied by the 100 foot wide Papillion Drainage District Ditch.

LEGAL DESCRIPTION OF PERMANENT SANITARY SEWER EASEMENT

A 20 foot permanent Sanitary Sewer Easement being located in part of the SE4 of Section 26-T14N-R12E of the 6th P.M., Sarpy County, Nebraska the center line being described as follows: Commencing at the SE corner of said SE%; thence N 890 55' 40" W (Assumed bearing) on the South line of said SE4, 152.23 feet to the point of beginning; thence N 68° 37' 15" E, 136.63 feet to a point 25.0 feet West of the East line of said SE4; thence North on a line 25.0 feet West of and parallel to the East line of said SE 1 4, 1315.0 feet; thence N 04 $^{\rm O}$ 52' 34" W, 294.11 feet; thence North on a line 50.0 feet West of and parallel to the East line of said SE4, 712 feet more or less to a point on the Southerly R.O.W. line of the Union Pacific Railroad, except that part occupied by the 100 foot wide Papillion Drainage District.

That attached hereto, and incorporated herein as if fully set out herein is a copy of surveyor's diagram showing the above described Temporary Construction Easement and Permanent Sanitary Sewer Easement.

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2. That the monetary consideration paid by the party of the second part to the parties of the first part, included payment for any permanent and temporary taking, severance, and crop damage to be caused by the party of the second part in the following manner:

TEMPORARY CONSTRUCTION EASEMENT \$ 885.00
PERMANENT SANITARY EASEMENT \$3,300.00
CROP DAMAGE \$1,000.00
SEVERANCE DAMAGE \$4,535.00

- 3. The scope and purpose of said Easements are for the construction, repair, maintenance, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. Grantee and its contractors and engineers and duly authorized agents and personnel shall have full right and authority to enter upon said Easements in order to perform any of the acts and functions described within the scope and purposes of the Easements.
- 4. After the installation or repair of any pipeline on the Easements, Grantee shall fill and level all ditches, ruts and depressions caused by construction, repair or removal operation, remove all debris resulting therefrom, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surfaces of the premises near to its original condition as may be possible in a workmanlike manner.
- 5. During construction Grantee shall erect temporary fencing for confinement of any livestock owned by Grantors and after completion of construction, Grantee shall replace any fencing as near as possible to its present condition in a workmanlike manner.
- 6. Grantee shall cause all manholes to be buried to a depth of at least three feet except for the manholes at the end of the siphon where it crosses the Papillion Drainage Ditch.
- 7. Grantors or their assigns or successors in interest shall have the right and privilege to cause hookups to the Sanitary Outfall Sewer at the then prevailing hookup rate when said hookup is made in the future.
- \$. These Easements shall run in favor of and be binding upon the Grantors, Grantee and their respective successors and assigns in interest.
- 9. Grantee shall bury all pipelines constructed on the premises at a sufficient depth so that such pipelines will not interfere with the cultivation and drainage of the above described premises.
- 10. Grantors hereby waive any notice requirement pursuant to Neb. R.R.S. 1943 Section 25-2501 to 25-2506, as amended.
- 11. Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the Easements granted herein.
- 12. Grantee agrees to assume and pay all abstracting costs incurred by either Grantor or Grantee as a result of the granting of these Easements.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement at Papillion, Nebraska the day and year first above written. STATE OF NEBRASKA) ss. COUNTY OF SARPY) On the // day of OANUARY , 1978, before the the undersigned Notary Public, duly commissioned and qualified for said County, personally came Bernard Schram and Helen Schram, Husband and Wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and who acknowledge the execution thereof to be his, or her voluntary act and deed. NESS my hand and Notarial Seal the day and year last above written. Notary Public My commission expires CITY OF PAPILLION, A Municipal Corporation Attest:

