

51-167

WITNESS:

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION OF PERMANENT SANITARY SEWER EASEMENT

1. 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.

~~SECRET~~ 3-31-78 3:45P 51 Mic Rec.
167 R.E. P.H. H. J. 12²⁵

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.

8. 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.

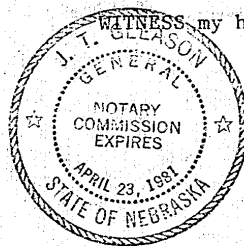
IN WITNESS WHEREOF, the parties have executed this Grant of Easement at Papillion, Nebraska the day and year first above written.

Bernard Schram
BERNARD SCHRAM

Helen Schram
HELEN SCHRAM

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On the 17th day of JANUARY, 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.



J. T. Gleason
Notary Public
My commission expires 4-23, 1981.

CITY OF PAPILLION, A Municipal Corporation

William L. Oliver
MAYOR

Attest:

W. J. Sullivan
City Clerk



