

45-253 P.S.O. 3642

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 9 day of May, 1972, between Herman Labs and ^{MAY} Mary E. Labs, husband and wife hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 65 of Sarpy 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".

WITNESSETH:

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 or storm sewer pipe or both for the passage of water and sewage, 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 40 foot wide permanent sewer and drainage easement 10 feet left and 30 feet right of the following described centerline in the NW 1/4, NW 1/4 of Section 20, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence N88°54'03"E (assumed bearing) along the North line of the NW 1/4 of said Section 20, a distance of 872.78 feet; thence S1°05'57"E, a distance of 33.00 feet to the point of beginning; thence S28°08'02"W, a distance of 56.34 feet; thence S55°30'24"W, a distance of 887.43 feet; thence S62°18'57"W, a distance of 80.57 feet to the point of termination on the easterly right-of-way line of 120th Street, said point being S1°06'42"E along the West line of the NW 1/4 of said Section 20, a distance of 606.11 feet and N88°53'18"E, a distance of 33.00 feet from the Northwest corner of said Section 20. (See Exhibit B attached hereto and made a part hereof.)

No buildings, improvements or structures, shall be placed, in, on, over or across said 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.

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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.

This easement is also for the benefit of any contractor, agent, employee and representative of the SID and said City in any of said construction and work.

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his 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.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

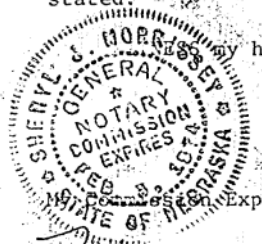
X Herman Labs
X Mary E. Labs

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 9th day of May, 1972, before me, a Notary Public in and for said County, personally came Herman Labs and Mary E. Labs

_____, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the instrument to be their voluntary act and deed for the purpose therein stated.

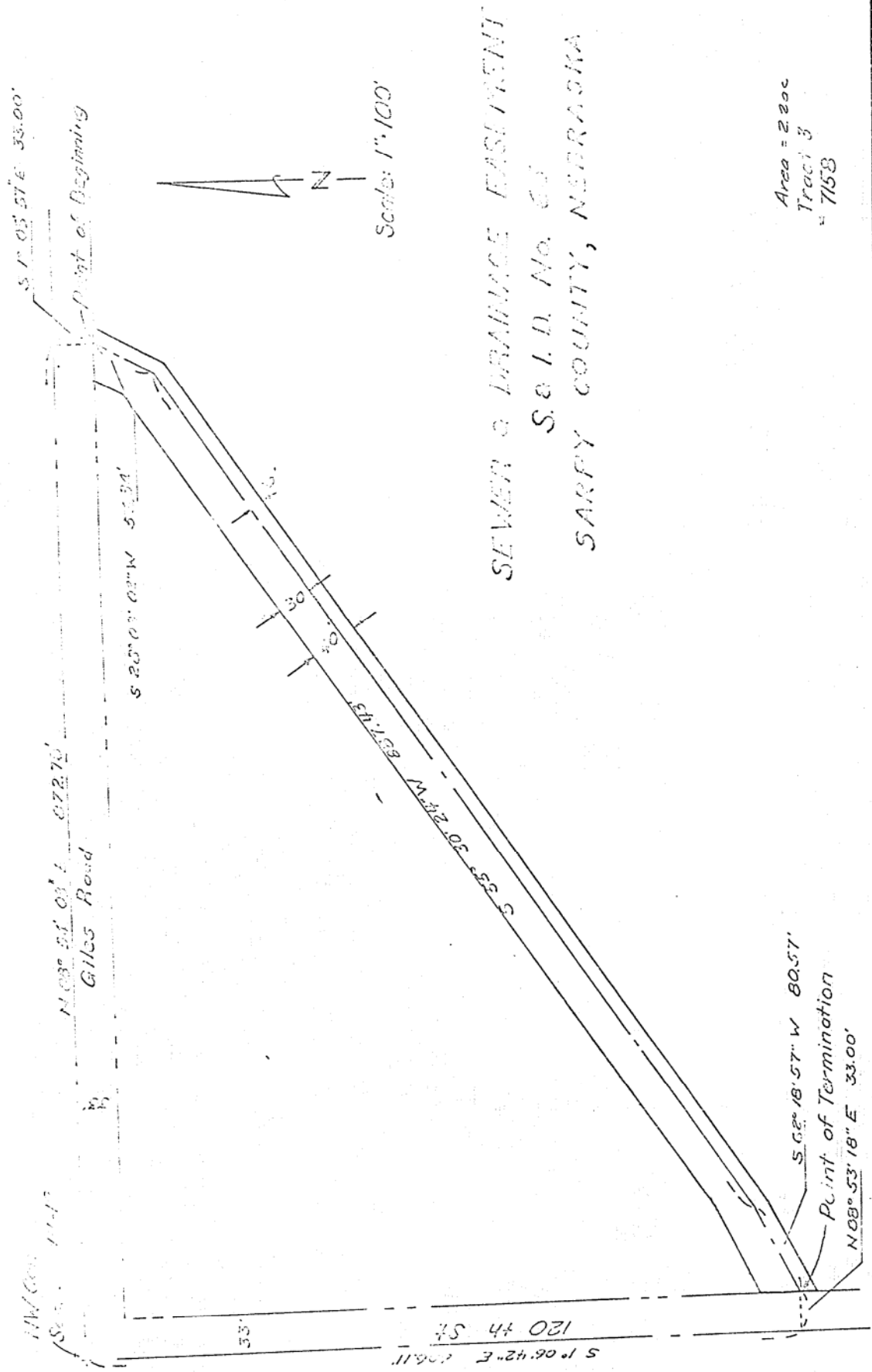
_____, by hand and Notarial Seal the date aforesaid.



Sheryl S. Morrissey
Notary Public

Feb. 3, 1974

120th St



SEWER & DRAINAGE EASEMENT
 S & L D. No. 63
 SARPY COUNTY, NEBRASKA

Area = 2200
 Tract 3
 = 7153