

52-850

EASEMENT

THIS EASEMENT GRANTED this 19th day of November, 1979, from CHARLES G. SMITH and NELLIE M. SMITH (hereinafter referred to as "Grantors") unto FRANK R. KREJCI (hereinafter referred to as "Grantee");

W I T N E S S:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Grantors, Grantors have and do hereby grant unto Grantee, his heirs, grantees and assigns, the following permanent easement for construction, maintenance, repair, operation and replacement of a sanitary sewer over, under and upon that real estate legally described as follows:

The North 10.00 feet of the West 195.00 feet of Lot 22 A, Alpine Village South, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded;

and the following temporary easement, for construction purposes, for installation of a sanitary sewer over, under and upon that real estate legally described as follows:

The North 50.00 feet of the West 210.00 feet of Lot 22 A, Alpine Village South, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

The temporary and permanent easement areas are generally shown on Exhibit "A" attached hereto and by this reference made a part hereof.

These easement rights inure to the benefit of Grantee, his heirs, grantees and assigns and to the benefit of title to Lots 1 and 2, Willow Brook, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded. These easement rights shall be binding upon Grantors, their heirs, grantees and assigns and shall bind and encumber title to that portion of Lot 22A above described.

In consideration of the grant of the foregoing easement rights, Grantee, his heirs, grantees and assigns, hereby covenants and agrees to permit Grantors, their heirs, grantees and assigns, access to and hook up into the sanitary sewer line to be constructed upon the easement area at no hook-up charge to Grantors. Grantors' right of hook up shall only be limited by the capacity

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of the sewer line and shall not be effective only if such hook up would overload the sewer line. Grantee shall install in the construction of the sanitary sewer line, at his cost, four (4) wyes for Grantors' use in such future hook up.

Grantee further covenants and agrees to return the surface grade of the easement area to that which exists at the date hereof. Grantors covenant and agree not to construct any improvements over the permanent easement area. Grantee shall cause any future damage to lawn or landscaping upon the permanent easement area arising from his disturbance thereof in excavating the sanitary sewer line to be repaired. To the extent reasonably possible, such repair by Grantee shall be to the same condition which existed immediately prior to such damage.

EXECUTED and delivered the day and year first above written.

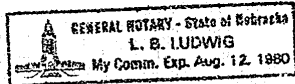
Charles G. Smith
CHARLES G. SMITH

Nellie M. Smith
NELLIE M. SMITH

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

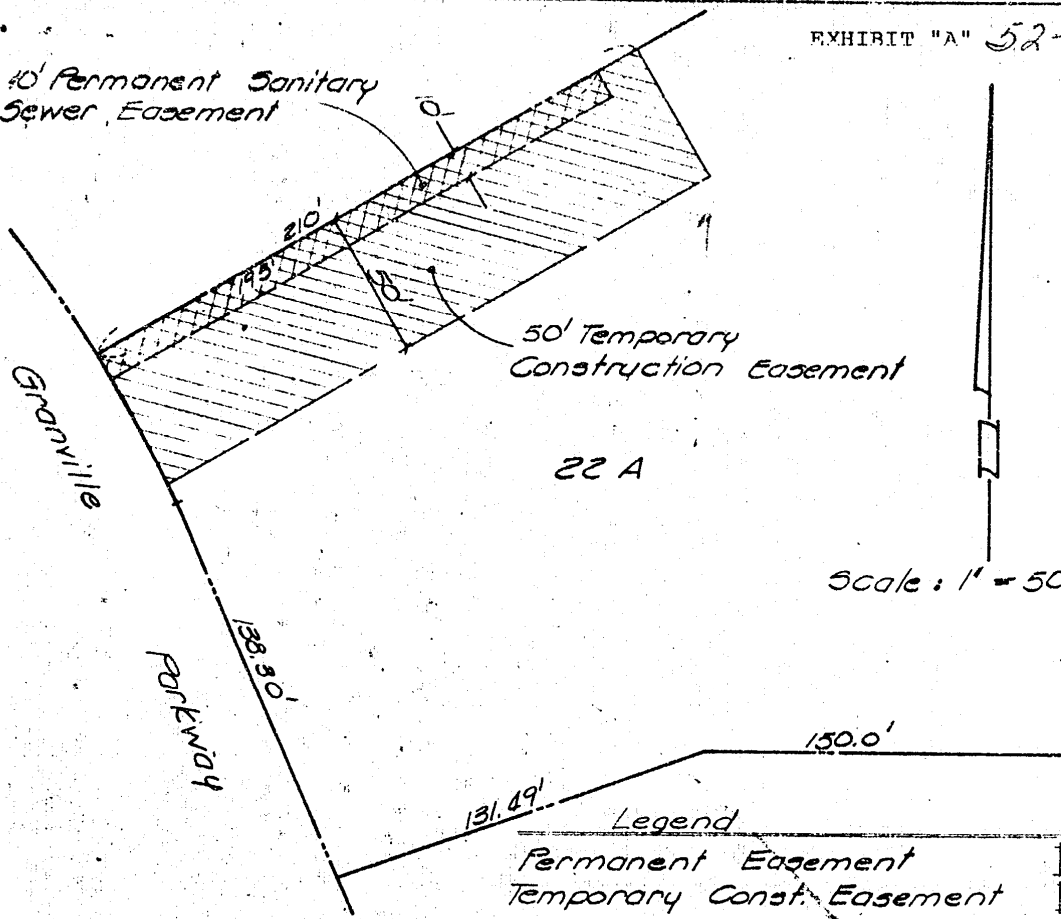
On this 19th day of November 1979, before me a Notary Public duly commissioned in said County and State personally appeared Charles G. Smith and Nellie M. Smith, to me known to be the identical persons whose signatures are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



L. B. Ludwig
Notary Public

10' Permanent Sanitary Sewer Easement



LEGAL DESCRIPTION:

A permanent sanitary sewer easement located in Lot 22A, Alpine Village South, as surveyed, platted and recorded in Sarpy County, Nebraska described as the North 10.00 feet of the West 195 feet of said Lot 22A.

LEGAL DESCRIPTION:

A temporary construction easement located in Lot 22A, Alpine Village South, as surveyed, platted and recorded in Sarpy County, Nebraska described as the North 50.00 feet of the West 210 feet, except that part occupied by the permanent sanitary sewer easement of said Lot 22A.