Project No. P.ST. 3833

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GRANT OF EASEMENT PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made the day of day of day of light day of lig

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 Permanent Sewer and Drainage Easement in the NE 1/4 of the NE 1/4 in Section 18, T15N, R17E, of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the northeast corner of the NE 1/4 of said Section 18; thence \$00°19'35"W (assumed bearing) along the east line of said NE 1/4 of Section 18, a distance of 277.96 feet; thence N89°40'25"W, a distance of 50.00 feet to the Point of Beginning on the west right-of-way line of 120th Street; thence SGO* 19'35"W along said west right-of-way line of 120th Street, a distance of 92.04 feet; thence N89°40'25"W, a distance of 220.86 feet; thence S45°19'35"W, a distance of 61.72 feet; thence SOO°19'35"W, a distance of 220.03 feet; thence S45°33'29"W, a distance of 714.92 feet; thence S00°26'31"E, a distance of 78.45 feet; thence S46°54'37"E, a distance of 164.83 feet to the south line of the NE 1/4 of the NE 1/4 in said Section 18; thence N89°49'35"W along said South line of the NE 1/4 of the NE 1/4 in Section 18, a distance of 343.30 feet; thence N45°33'29"E, a distance of 998.36 feet; thence N00°19'35"E, a distance of 219.98 feet; thence N45°19'35"E, a distance of 80.78 feet; thence N73°09'09"E, a distance of 138.86 feet; thence N51°32'16"W, a distance of 140.22 feet; thence N00°19'35"E, a distance of 169.70 feet to the south right-of-way line of Blondo Street being 50 feet normally distant south of the north line of the NE 1/4 in said Section 18, thence S89°53'02"E parallel to said north line of the NE 1/4 of said Section 18, a distance of 10.00 feet; thence S00°19'35"W, a distance of 164.88 feet; thence S51°32'16"E, a distance of 142.28 feet; thence N73°09'09"E, a distance of 86.96 feet to the Point of Beginning.

(See Exhibit A 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 sewer line, the removal or repair of said street or

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parking lot shall be done at the expense of the 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.

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.

The easement is also for the benefit of any contractor, agent, employee and representative of the SID 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 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 their assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change in grade, if any, and any and all claims for damages arising from change of grade or grading are hereby

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.

CORPORATE SEAL: 4 ATTEST?

City".

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E. G. Miller Realty Co., Inc., a Nebraska Corporation, Trustee

Bruce N. Hiller,

E. G. Miller, Secretary

STATE OF NEBRASKA) 55 COUNTY OF DOUGLAS)

day of On the 1973, before me, a Notary Public in and for said County, personally came Fruce N. Miller, President of E. G. Miller Realty Co., Inc., a Nebraska corporation, and E. G. Miller, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

JANET M. LAMBERT GENERAL NOTARY State of Netruska My Commission Expire My Comission Expires:

Recourt 3/1976

Notary Public

SEWER AND DRAINAGE EASEMENT
S. & I. D. No. 253
DOUGLAS COUNTY: NEBRASKA

