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EASEMENT

THIS INDENTURE made this 29th day of August, 1969, between FONTENELLE HILLS CO., INC., a Nebraska corporation, hereinafter called "Grantor" and SANITARY AND IMPROVEMENT DISTRICT NO. 43 OF SARPY COUNTY, NEBRASKA, hereinafter called "Grantee."

W I T N E S S E T H :

That said Grantor in consideration of One Dollar (\$1.00) and other valuable consideration does hereby grant, sell, convey, and confirm unto said Grantee, its employees, representatives, successors assigns, and the employees and representatives of its successors or assigns, forever, the right to use for drainage and to use, construct, lay, maintain, repair, and reconstruct a sanitary sewer pipe for the passage of sanitary sewage in, through, over and under the parcel of land described as follows, to-wit:

Lot 43 Fontenelle Addition, a platted and recorded subdivision in Sarpy County, Nebraska, being more particularly described as follows: Beginning at the Northernmost corner of Lot 43 and proceeding thence Southeasterly along the common line of Lots 43 and 45 a distance of 15.0 feet; thence Southerly 15.0 feet Easterly of and parallel to the common line of Lots 43 and 53, a distance of 5.0 feet; thence Northwesterly 5.0 feet Southerly of and parallel to the common line of Lots 43 and 45, a distance of 15.00 feet to the common line of Lots 43 and 53, thence Northerly along said common line a distance of 5.00 feet to the point of beginning.

Said Easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of any sewer needs to be reconstructed after the lots are filled or improved, Grantee shall make good or cause to be made good to the owners of the above property any damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, caused by work and construction done by the Grantee.

Said Grantee shall cause any trench made on aforesaid realty to be properly refilled, 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 Grantee in any of said construction and work.

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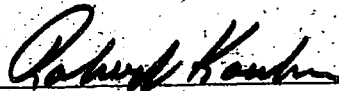
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Said Grantor does confirm with the said Grantee, its employees, representatives, successors, assigns, and the employees and representatives of its successors or assigns, that it is well seized in fee of the above described property and that it has the right to grant and convey this Easement in the manner and form aforesaid, that it will, and its assigns shall warrant and defend this Easement to said Grantee, its employees, representatives, successors, assigns, and the employees and representatives of its successors or assigns against the lawful claims and demands of all persons.

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

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

Attest:



Secretary

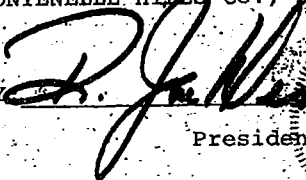
STATE OF NEBRASKA)

) ss

COUNTY OF SARPY)

FONTENELLE HILLS CO., INC.

BY

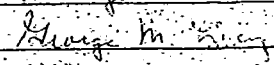


President



Before me, a notary public qualified in said county, personally came R. JOE DENNIS, President of Fontenelle Hills Co., Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on Aug 24, 1969.


Notary Public

