

58-2640

GRANT OF EASEMENT
PERMANENT SEWER & DRAINAGE EASEMENT

This Indenture and Grant of Easement made the 14 day of
November 1985, between Huntington Park Investment Partnership
hereinafter referred to as "Grantors", in favor of Sanitary and
Improvement District No. 63, Sarpy County Nebraska,
hereinafter referred to as SID, and its successors and assigns, including
but not in limitation of the City of Papillion, Sarpy
County, Nebraska, a municipal corporation, hereinafter referred to as
"City".

WITNESSETH:

THAT, said Grantor (s) in consideration of the sum of One Dollor
(\$1.00), and other valuable considerations, to Grantor(s) 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 drainage swale or sewer pipe or both for the
passage of water or 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:

PERMANENT SEWER AND DRAINAGE EASEMENT

A Permanent Sewer and Drainage Easement in Lot 16, Huntington Park Replat
a subdivision located in the SW 1/4 of Section 35, Township 14 North, Range
12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described
as follows:

Beginning at the point of intersection of the South Right-of-Way line of
Fenwick Drive and the Easterly line of Lot 13, Huntington Park Replat, said
point being the Northeasterly corner of said Lot 13, Huntington Park Replat;
thence S 67° 11' 56" E (assumed bearing) along said South Right-of-Way line
of Fenwick Drive, a distance of 33.71 feet; thence S 44° 26' 56" W, a dis-
tance of 91.39 feet to a point on the said Easterly line of Lot 13, Hunting-
ton Park Replat; thence N 22° 48' 04" E, along said Easterly line of Lot
13, Huntington Park Replat, a distance of 84.94 feet to the Point of Begin-
ning.

(See Exhibit "A")

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SARPY CO. NE
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Carl L. Hibbs
REGISTER OF DEEDS

Recd

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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 parking lot shall be done at 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 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 damage arising from change of grade or grading are hereby waived.

Grantee further agrees to hold harmless grantor from any liability on account of the districts construction of the sewer and drainage improvements made by Grantee.

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

X W. H. Allen

58-2640B

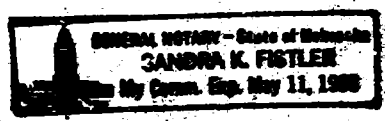
STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 14th day of November, 1985, before me, a Notary
Public in and for said County, personally came W. H. Olson
who are personally known to me to be the identical persons whose names are
affixed to the foregoing instrument and acknowledged the instrument to be
their voluntary act and deed for the purpose therein stated.

WIT ESS my hand and Notarial Seal the date aforesaid.

Candra K. Hustly
Notary Public

My Commission Expires: May 11, 1988



58-2640C

EXHIBIT "A"

PERMANENT SEWER AND
DRAINAGE EASEMENT

