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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM L. OLSON, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of One (\$1.00) Dollar and Other Valuable Consideration, does hereby grant and convey unto Sanitary and Improvement District No. 63 of Sarpy County, Nebraska, a Municipal Corporation, hereinafter referred to as DISTRICT, and its successors and assigns, an easement for the right to construct, reconstruct, grade, regrade, inspect and maintain a permanent sanitary sewer in, through and under the Permanent Easement Area and Temporary Easement Area, described as follows:

The East Five (5') feet of Lot 13 and the West Five (5') feet of Lot 16, Huntington Park Replat, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

TO HAVE AND TO HOLD unto said DISTRICT, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining a permanent sanitary sewer at the will of the DISTRICT; it being the intention of the parties hereto that GRANTOR may, following construction of said permanent sanitary sewer continue to use the surface of the easement strip conveyed hereby subject only to the right of the DISTRICT to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements or other structures shall be placed in, on, over or across said easement strip by undersigned, his or their successors and assigns, without the express approval of the DISTRICT.
2. That DISTRICT will replace, rebuild or repair any damage which shall be occasioned by the construction or maintenance of said permanent sanitary sewer under, around and through the above described premises.
3. That DISTRICT shall cause any trench made on said easement strip 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 or representative of the DISTRICT and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with said DISTRICT and its assigns, that he or they, the GRANTOR, 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 DISTRICT and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

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5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the parties; that there are no other different agreements or understandings between the GRANTOR and the DISTRICT or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the DISTRICT or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this 15th day of August, 1987.

William L. Olson
WILLIAM L. OLSON

STATE OF ~~ARIZONA~~)
MARICOPA) SS.
COUNTY OF ~~PINAL~~)

The foregoing instrument was acknowledged before me, a Notary Public, this 17 day of August, 1987 by William L. Olson.

Daniel J. Holt
Notary Public

My Commission Expires: 9/11/90

