

RIGHT-OF-WAY EASEMENT

THIS INDENTURE made this 17 day of July, 1977, between the Estate of Charles McDaniel, by and through its duly authorized personal representative, Walter A. Hartung, Grantor and party of the first part, and the City of Papillion, a Municipal Corporation of Nebraska, Grantee and party of the second part.

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WITNESS:

That said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, release and quit claim to the said party of the second part, its successors and assigns forever, a 20-foot permanent sanitary sewer easement and a 150-foot temporary construction easement located in the

SE $\frac{1}{4}$ of Section 35, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; the common centerline of which is described as follows: Commencing at the South $\frac{1}{4}$ corner of said Section 35; then N 0° 10' 50" E on the West line of the SE $\frac{1}{4}$ of said Section 35, 196.82 feet to the point of beginning; thence S 89° 28' 02" E, 1188.34 feet; thence N 0° 48' 08" W, 2547 feet, more or less, to a point on the Southerly R.O.W. line of State Highway 370.

1. That the parties further mutually agree to dismiss their respective claims against each other with prejudice, each party to pay their own costs, in the County Court of Sarpy County, Nebraska, DOC. M3 Page 147 NO. 467 in the case entitled the City of Papillion, a Municipal Corporation, condemner vs. Charles McDaniel and Lula McDaniel, Husband and Wife, owners; and Harry Rudolph, tenant, condemnees and in the District Court of Sarpy County, Nebraska, DOC. 27 Page 111 in the case entitled the City of Papillion, a Municipal Corporation, condemner-defendant, vs. Charles McDaniel and Lula McDaniel, Husband and Wife, owners and Harry Rudolph, tenant, condemnees-plaintiffs.

2. The scope and purpose of said Easement is for the construction, repair, maintenance, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said

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633 Carl J. Hollibaugh
REGISTER OF RECORDS, SARPY COUNTY, NEB.

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sewers of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

3. Grantee agrees that after completion of the initial installation and construction of the sewer line, Grantee shall restore the surface of the Easement areas as nearly as possible to the condition existing prior to such work.

4. This Easement Agreement shall run in favor of and be binding upon the Grantor, the Grantee, and their respective successors and assigns.

5. That Walter A. Hartung represents that he is the duly appointed personal representative of the Estate of Charles McDaniel and that he has the power and authority to enter into the above described Easement conveyance on behalf of said Estate.

6. Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings, or other structures shall be placed in and or encroach upon the permanent Easement and no change of grade elevation or any excavation shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted Easement uses.

7. Grantee shall have the right to construct or cause to be constructed and to operate, maintain, repair, replace and renew facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above for the purpose of providing electrical power to any lift station which is constructed by Grantee in conjunction with said sanitary sewer.

8. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance that its heirs, executors, administrators, personal representatives, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the party of the second part forever against the claims of all persons whomsoever in any way asserting any right, title, or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, Grantor has executed this document on the day and year first above written.

THE ESTATE OF CHARLES McDANIEL

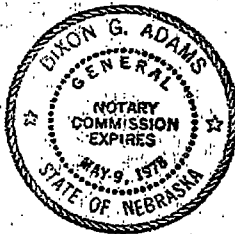
By: Walter A. Hartung
Walter A. Hartung
Personal Representative

[Signature]
Witness

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

Before me, a Notary Public qualified for said County personally came Walter A. Hartung, Personal Representative of the Estate of Charles McDaniel, known to me to be the said Personal Representative and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Personal Representative and the voluntary act and deed of the Estate of Charles McDaniel.

WITNESS my hand and Notarial Seal this 19 day of July, 1977.



[Signature]
Notary Public
My commission expires May 9, 1978

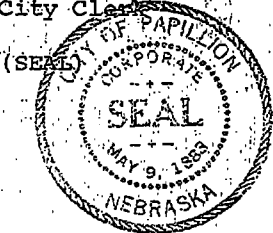
The foregoing Right-of-Way Easement and terms thereof are hereby accepted this 19th day of July, 1977, by the City of Papillion, Grantee.

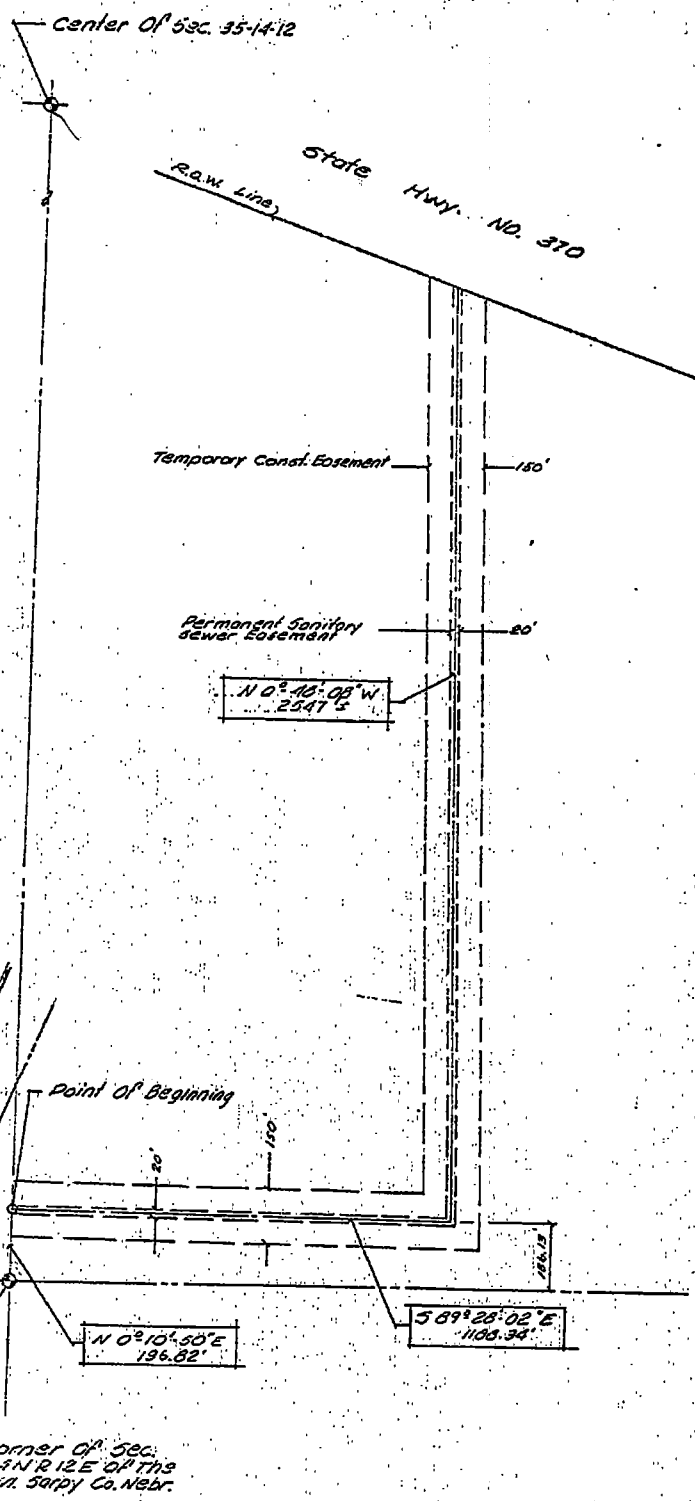
CITY OF PAPIILLION, A Municipal Corporation

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk





Scale: 1"=400'

LEGAL DESCRIPTION:

A 10-foot permanent Sanitary Sewer Easement and a 150-foot Temporary Construction Easement located in the SE $\frac{1}{4}$ of Section 35, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; the common centerline of which is described as follows: Commencing at the South $\frac{1}{4}$ corner of said Section 35; thence N 0° 10' 50" E on the West line of the SE $\frac{1}{4}$ of said Section 35, 196.52 feet to the point of beginning; thence S 89° 28' 02" E, 1188.34 feet; thence N 0° 48' 08" W, 2547 feet, more or less, to a point on the Southerly R.O.W. line of State Highway No. 370.