

LOTS 70-81  
PLAT 1608/309

This Indenture and Grant of Easement made this 26<sup>th</sup> day of October

1973, between K. M. Corporation, a Nebraska Corporation hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 241 of Douglas County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

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 20 foot wide Permanent Sewer and Drainage Easement being 10 feet on each side of the following described centerline in the SW 1/4 of said Section 11, T 14 N, R 11 E of the 6th P.M., Douglas County, Nebraska, said centerline being more particularly described as follows.

Commencing at the Southwest corner of the SW 1/4 of said Section 11; thence N89°18'01"E (assumed bearing) along the south line of the SW 1/4 of said Section 11, a distance of 660.05 feet; thence N00°00'01"E parallel to and 660 feet normally distant easterly from the West line of the SW 1/4 of said Section 11, a distance of 736.70 feet to the Point of Beginning; thence S08°29'11"E, a distance of 78.02 feet; thence S07°05'43"E, a distance of 465.92 feet; thence S02°41'44"E, a distance of 163.43 feet to the Point of Termination on the North right-of-way line of Harrison Street, said Point of Termination being 737.21 feet N89°18'01"E along the South line of said SW 1/4 and 33.00 feet N00°41'59"W from the Southwest corner of the SW 1/4 of said Section 11. (See Exhibit B 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 street, parking lot, trees, grass or shrubbery, in order to repair or maintain said sewer line, the removal or repair of said street or parking lot shall be done at the expense of 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.

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EXHIBIT B

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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.

This easement is also for the benefit of any contractor, agent, employee and representative of the SID and said City in any of said construction and work. Grantor shall have the right, such right to be a property right, to connect to the Sanitary Sewer set forth in this easement, for residential sewer services or systems servicing any or all residential dwellings, both single and multi-family for the following described property:

The E 1/2 of the SW 1/4 of the SW 1/4, Section 11, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

Grantor's right is subject, however, to Grantee's right to first use of said sewer line. In the event Grantee's engineers, Elliott and Black, 8801 Building, Omaha, Nebraska, determine that Grantor's use will or would materially affect Grantor's use of the sewer line to provide a proper sewer system for owner's of real estate in SID No. 241, then Grantor's right to connect shall terminate.

Grantor's connections shall be at Grantor's sole expense and Grantor shall return the real estate to the same condition it was before the connection was made.

Grantor's right to connect shall be conditioned also upon payments to the Grantee on the following schedule:

- (a) One Hundred and Fifty Dollars (\$150.00) for each of the first 100 connections;
- (b) Fifty Dollars (\$50.00) for each connection in excess of One Hundred (100) connections.

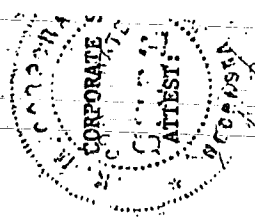
This property right shall inure to the benefit of all such residential dwellings regardless of the owner or owners of such real estate or any part thereof at the time of any such connections.

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 damages arising from change of grade or grading are hereby waived.

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STATE OF N

COUNTY OF

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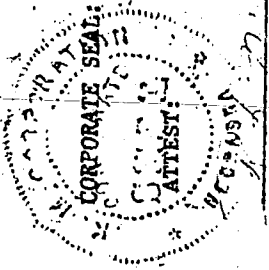
My Commis

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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.

K. M. Corporation  
A Nebraska Corporation

*[Signature]*  
President



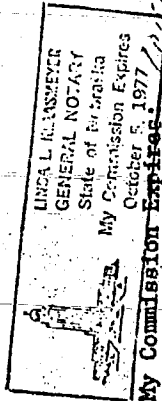
Secretary

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 21 day of October, 1973, before me, the undersigned, a Notary Public in and for said County, personally came: H. J. [Signature], President of K. M. Corporation

H. J. [Signature] a Nebraska Corporation, and [Signature] 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, and the corporate seal of said corporation to be thereto affixed by its authority.

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



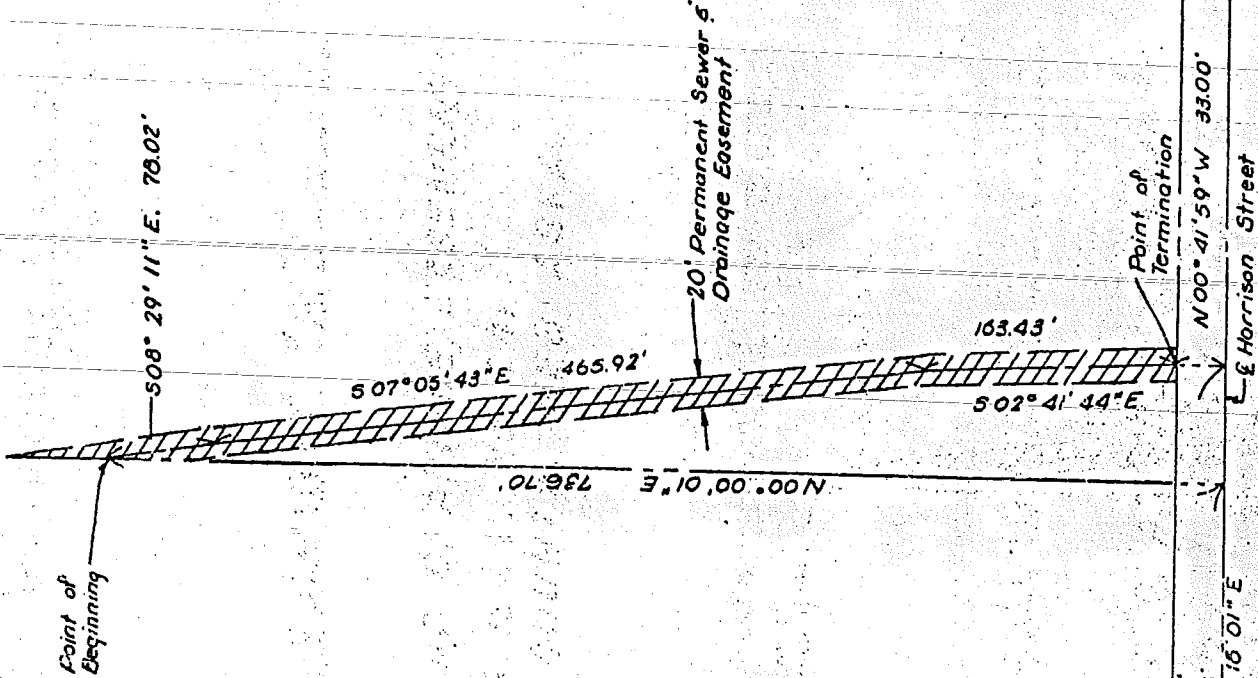
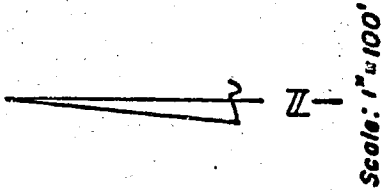
*[Signature]*  
Notary Public

My Commission Expires October 5, 1977

529 PART 270 EXHIBIT "B"

SEWER AND DRAINAGE EASEMENT

S. & I.D. No. 241  
DOUGLAS COUNTY, NEBRASKA



737.21'  
060.05'  
N 89° 16' 01" E  
SW 1/4  
4N R11E

FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
DAY OF March 1973 AT 2:27 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS.

Parcel No. 3  
Area: 0.325 Ac  
E.B. 7236

This in 1973, betwe hereinafter trict No. 24 successors & Douglas Cour

That si other valua whereof is firm unto s build, lay, both for th lines, pole in, through

A 20 ft on each sid in Section centerline Commen thence N00° said Sectio North line 451.81 feet 12.99 feet; a distance being 660.0 736.70 feet Section 11.

No bu across saf express af rocked, at shrubbery, cessors ar said stret said bevel at the ext stored by removal o

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