

GRANT OF EASEMENT  
PERMANENT SEWER EASEMENT

*29th* day of *October*

This Indenture and Grant of Easement made this *29th* day of *October*, 1973, between Klassmeyer Bros., Inc., a Nebraska Corporation hereinafter referred to as "Grantors", ir 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 the SW 1/4 in 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 N00°00'01"E (assumed bearing) along the West line of the SW 1/4 of said Section 11, a distance of 1327.89 feet; thence N89°16'53"E along the North line of the SW 1/4 of the SW 1/4 of said Section 11, a distance of 451.81 feet to the Point of Beginning; thence S26°58'14"E, a distance of 12.99 feet; thence S22°06'14"E, a distance of 488.16 feet; thence S08°29'11"E, a distance of 120.31 feet to the Point of Termination, said Point of Termination being 660.05 feet N89°18'01"E along the South line of said SW 1/4 and 736.70 feet N00°00'01"E 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, rock, 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.

EXHIBIT "A"

*7-1*  
*7-1*  
*10:1" ± 100'*  
*W/F*  
*10/16/11*  
*11/11/11*

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 NW 1/4 of the SW 1/4 of the SW 1/4 of 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 heirs, executors and administrators 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.

IN WIT

hands and



*[Signature]*

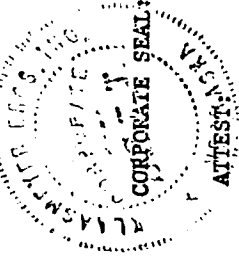
STATE OF N  
COUNTY OF

On this undersigned Secretary of the State of Nebraska, affixed to their respective deeds of sale affixed by written.



My Commis

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.



Klaasmeyer Brothers, Inc.  
A Nebraska Corporation

*Smith Klaasmeyer*  
President

*Doris A. Klaasmeyer*  
Secretary

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 29th day of October, 1973, before me, the undersigned, a Notary Public in and for said County, personally came: *Smith Klaasmeyer*, President, of *Klaasmeyer Brothers, Inc.*, a Nebraska Corporation, and *Doris A. Klaasmeyer*, 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.



SALLY A. BERGEI  
Notary Public, State of Neb.  
My Commission Expires  
October 28, 1976

*Sally A. Bergei*  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**  
**SEWER AND DRAINAGE EASEMENT**  
**S. & I.D. 241**  
**DOUGLAS COUNTY, NEBRASKA**

BOOK 529 PAGE 274

**REAL ESTATE CONTRA**  
 Approved by Alton City Seal

1. THIS AGREEMENT,  
 MARTHA ZACKERT,

of the County of  
 CHARLES FIXLER

as joint tenants at common  
 State of Nebraska

2) WHEREVER in legal  
 representatives, success

3. WITNESSETH, the  
 buyer, in consideration of

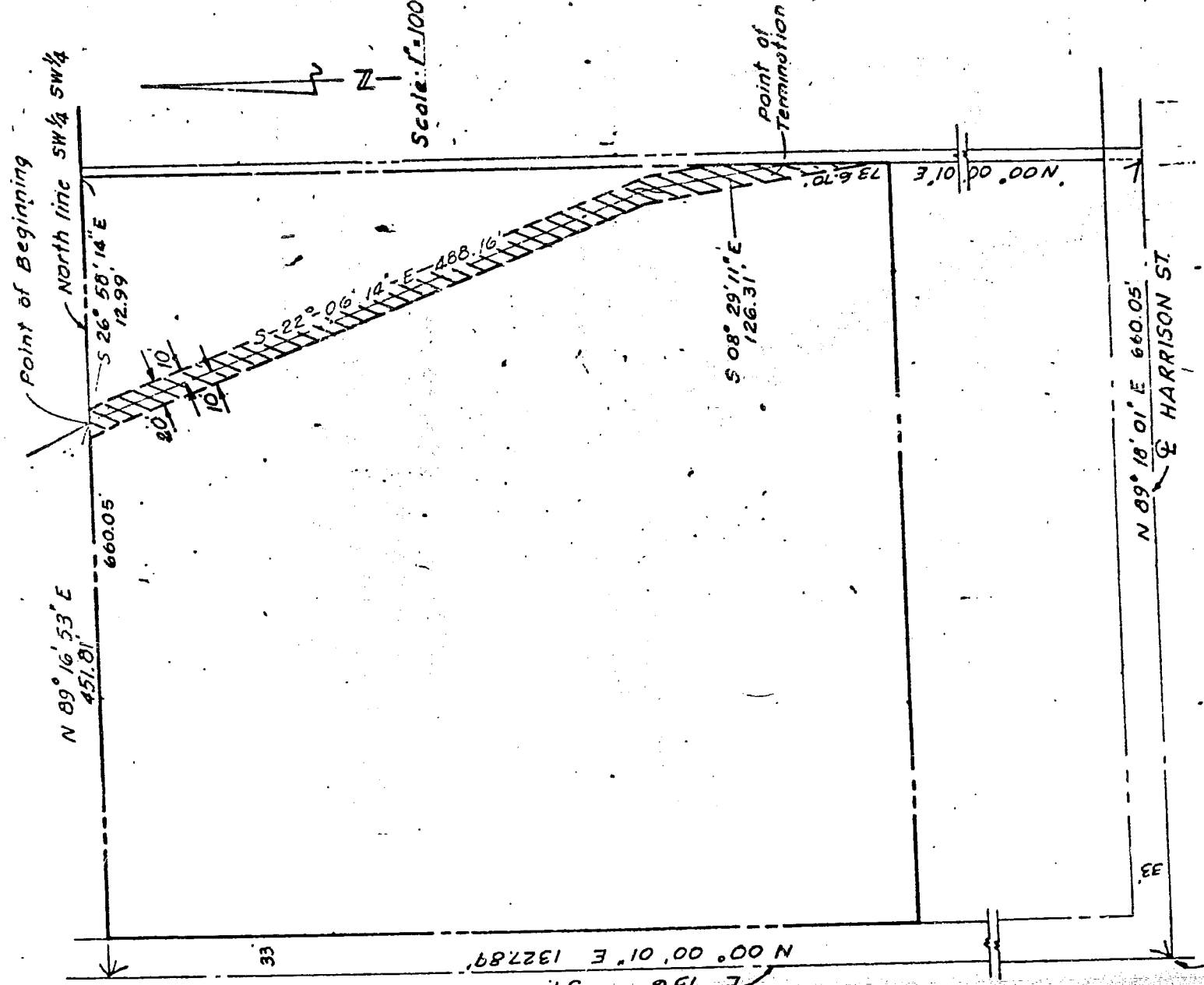
County of Douglas  
 The South 16.2  
 Sixteen (16),  
 Douglas and St.

together with improvements  
 water softeners, fences,  
 plants or any appurtenant  
 and rights of way of re  
 Dollars  
 at the office of 434

receipt of which is here  
 Dollars  
 Fifty and No/1  
 amount on the  
 of \$7,000.00  
 of the \$50.00

XXXXXXXXXXXXXXXXXXXX  
 X BUYER'S ATTORNEY IS NOT X  
 X ANY ADDITIONAL AMOUNT X

4. (A) Seller at showing good and mer seller within ten days have a reasonable time moneys paid by buyer force and effect, and re-vest in seller any in (B) It is understood is ready to pay such bi and buyer in proportion of such cc 5. (A) Seller at sequent Buyer and thereafter. (C) Buyer at above described property (D) Seller at assessed, including the Buyer's have D. 6. There is not a , which is 7. It is further a against loss or damage \$ 7,000.00. Insur and in such insurance 8. Buyer agrees on or placed upon pr and other improvement out the written conser 9. In default of b seller may elect to pa election of seller, be ac 10. (A) In the due, or fails to pay ta or fails to keep prop made or required, the then in any of said ev tract null and void, in this contract, shall ut absolutely, fully and for moneys or property for use of p: or any part thereof, b fully after the expira (B) It is fur fault specified in Par



Scale: 1" = 100'

Point of Termination

Southwest Corner  
 SW 1/4 Sec. 11, T14N, R11E

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, AT 10:30 A.M. ON 10/13/2013 BY M. G. HAROLD, CLERK, REGISTER OF DEEDS.

Parcel No. 2  
 Area = 0.288 acrs