

38-188

EASEMENT

The undersigned, hereinafter called the "Grantors," hereby grant and convey to Sanitary and Improvement District No. 31 of Sarpy County, Nebraska, hereinafter called "District," its successors and assigns, a temporary and perpetual easement to construct, operate, maintain and repair an underground pipe line or sewer main for the purpose of conveying sewage across, through and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said pipe line or sewer main, and the further right to remove obstructions interfering with the location, construction and maintenance of said pipe line or sewer main.

CONSIDERATION: The consideration for this Easement shall be the sum of One Dollar (\$1.00).

PROPERTY CONVEYED AND RIGHT-OF-WAY:

A 30 foot wide permanent sanitary sewer easement and a 50 foot wide temporary construction easement centered about a line more particularly described as follows: Beginning at a point on the West right-of-way line of 30th Street, which is 27 feet North of the Southeast corner of Lot 46, Pleasant Ridge, an Addition in Sarpy County, Nebraska; commonly known as 3003 Pleasant Drive thence, Northwesterly to a point on the West line of said Lot 46, which is 43 feet North of the Southwest corner thereof.

FILED FOR RECORD IN SARPY COUNTY NEB. *Mar 30 1998* AT 10 O'CLOCK AM
AND RECORDED IN BOOK *38* OF *Map Rec* PAGE *198*
Ulrose REGISTER OF DEEDS *325*

The temporary easement herein granted, as above described, shall commence on the date hereof and shall continue until completion of the construction of said sewer line and acceptance by the District Engineers, but in no event shall said temporary construction continue beyond a maximum period of twelve (12) months from the date hereof.

CONDITIONS:

The Grantors hereby grant to the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said pipe line and sewer main upon the property above described.

The Grantors do hereby covenant with the District that they are lawfully

4039

seized and possessed of the real estate above described; that they have a good and lawful right to convey it or any part thereof; that it is free from encumbrances and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The District shall at all time exercise due care and diligence to avoid injury, loss or damage to crops, livestock or property of the grantors, their successors, assigns or tenants, and will indemnify and same harmless the Grantors, their successors and assigns, for any and all loss, damage or injury sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground pipe line or sewer main, or any part thereof. Should the District at any time find it necessary to re-enter upon said easement after the construction of said sewer main for the purpose of repairing the same, the District agrees to pay the Grantors for any and all damage for loss to crops, livestock, or other property of the grantors including any damage to the real estate occasioned by said re-entry and repair.

THIS EASEMENT is binding on the heirs, executors, administrators and assigned of the Grantors.

EXECUTED in duplicate this 2nd day of March, 1966

James M Hearty
Rita J Hearty

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 2nd day of March, 1966, before me, the undersigned, a Notary Public in and for said County, personally came James M Hearty Rita J Hearty, to me known to be the identical persons who signed the above and foregoing Easement and they acknowledged the execution thereof to be their voluntary act and deed.

Donald J Kirby
Notary Public

My Commission expires: Feb 17 27 1971

SANITARY AND IMPROVEMENT DISTRICT NO. 31
OF SARPY COUNTY, NEBRASKA

By Donald E. Smith
Attest: Jessie J Washburn

Subscribed and sworn to before me this 1st date of Feb 17

W. J. O'Connell
Notary Public

My Commission expires: Feb 9 9 1970

