

77-597+

GRANT OF EASEMENT
PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 2nd day of September, 1972, between Dial Construction Company, Inc., A Nebraska Corporation, hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 182, 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:

Permanent Sewer and Drainage Easements in part of Lots 1 thru 9 (inclusive), Replat of Part of Lot 526 and Part of Lot 527, Roanoke Estates, an addition in the NW1/4 of Section 5, T15N, R12E of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

- A. The Southerly 10 feet of the Westerly 10 feet of said Lot 1. (See Exhibit A)
- B. The Southerly 10 feet of said Lot 2. (See Exhibit B)
- C. The Southeasterly 10 feet of said Lot 3. (See Exhibit C)
- D. The Southeasterly 10 feet of said Lot 4. (See Exhibit D)
- E. The Southeasterly 10 feet of said Lot 5. (See Exhibit E)
- F. The Southeasterly 10 feet of said Lot 6. (See Exhibit F)
- G. The Southeasterly 10 feet of said Lot 7. (See Exhibit G)
- H. The Southeasterly 10 feet of said Lot 8 being contiguous with the North right-of-way line of Camden Street. (See Exhibit H)
- I. The Southeasterly 10 feet of said Lot 9. (See Exhibit I)

Exhibits are 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.

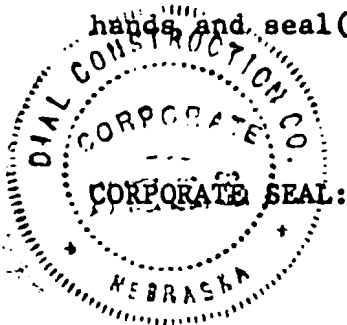
Said SID shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition.

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.

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.

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.



Dial Construction Company, Inc.
A Nebraska Corporation

By *Ewell J. Karnes*
Ewell J. Karnes, President

ATTEST:

Donald F. Day
Donald F. Day, Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 9th day of September, 1972, before me, the undersigned, a Notary Public in and for said County, personally came: Ewell J. Karnes, President of Dial Construction Company, Inc., a Nebraska corporation, and Donald F. Day,

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.

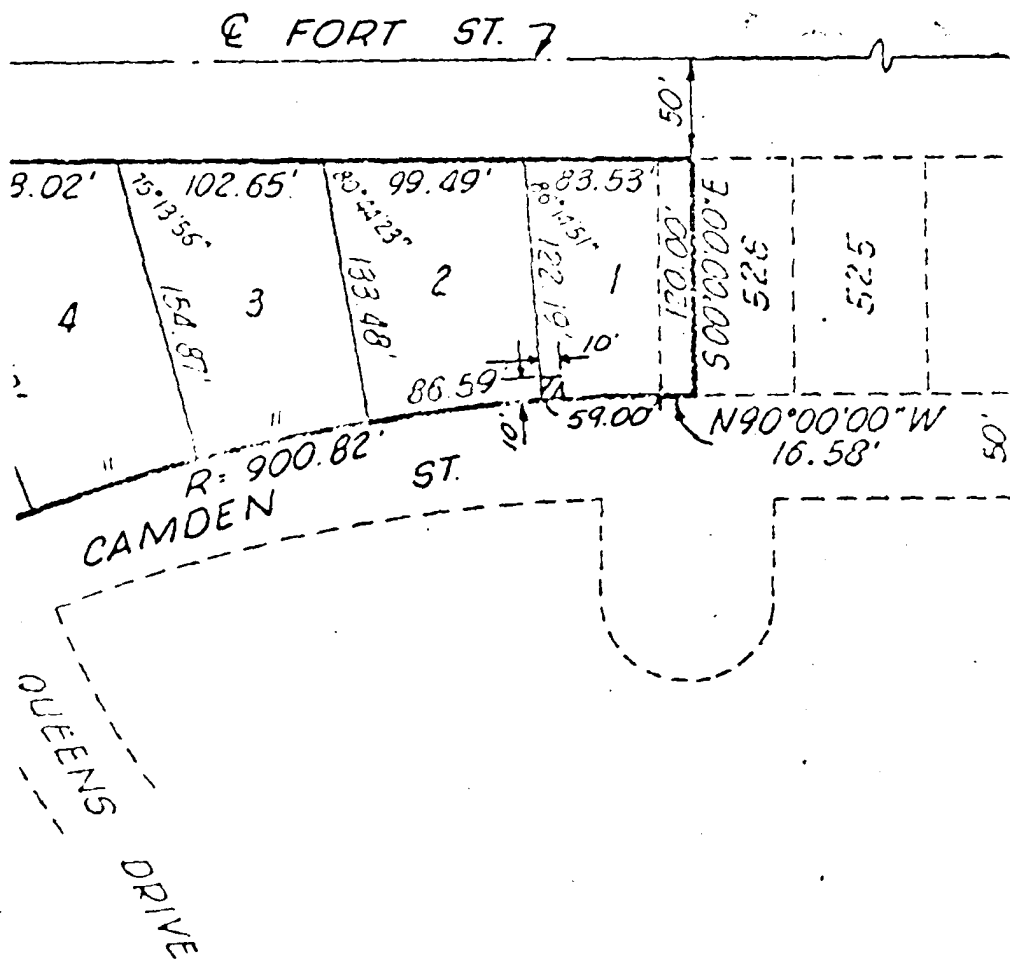
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Louis E. Gyle
Notary Public

My Commission Expires: 4/11/76

EXHIBIT "A"

SEWER AND DRAINAGE EASEMENT
 S. & I.D. No. 182
 DOUGLAS COUNTY, NEBRASKA

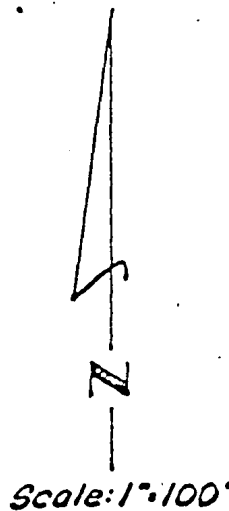
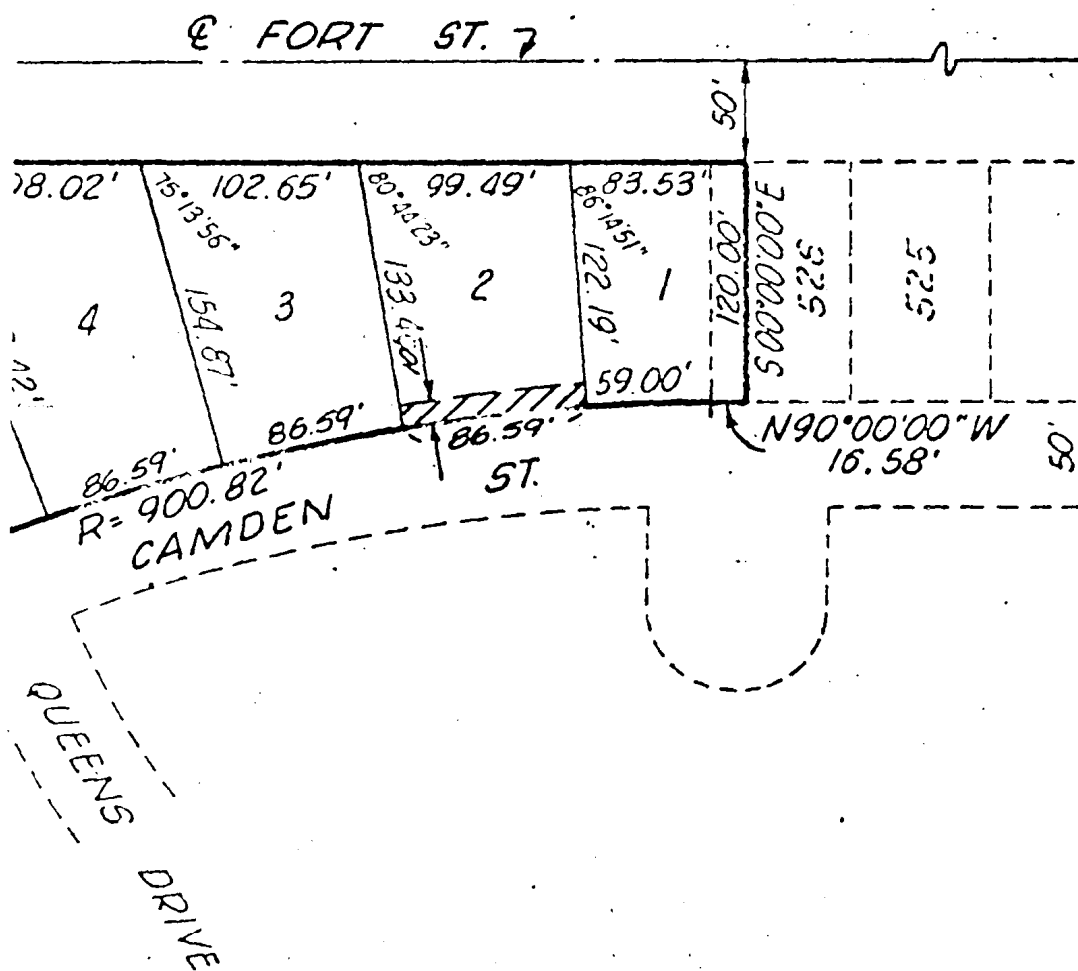


Part Lot 1, Replat of Part of Lot 526
 and Part of Lot 527, Roanoke Estates

EXHIBIT "B"

BOOK 515 PAGE 163

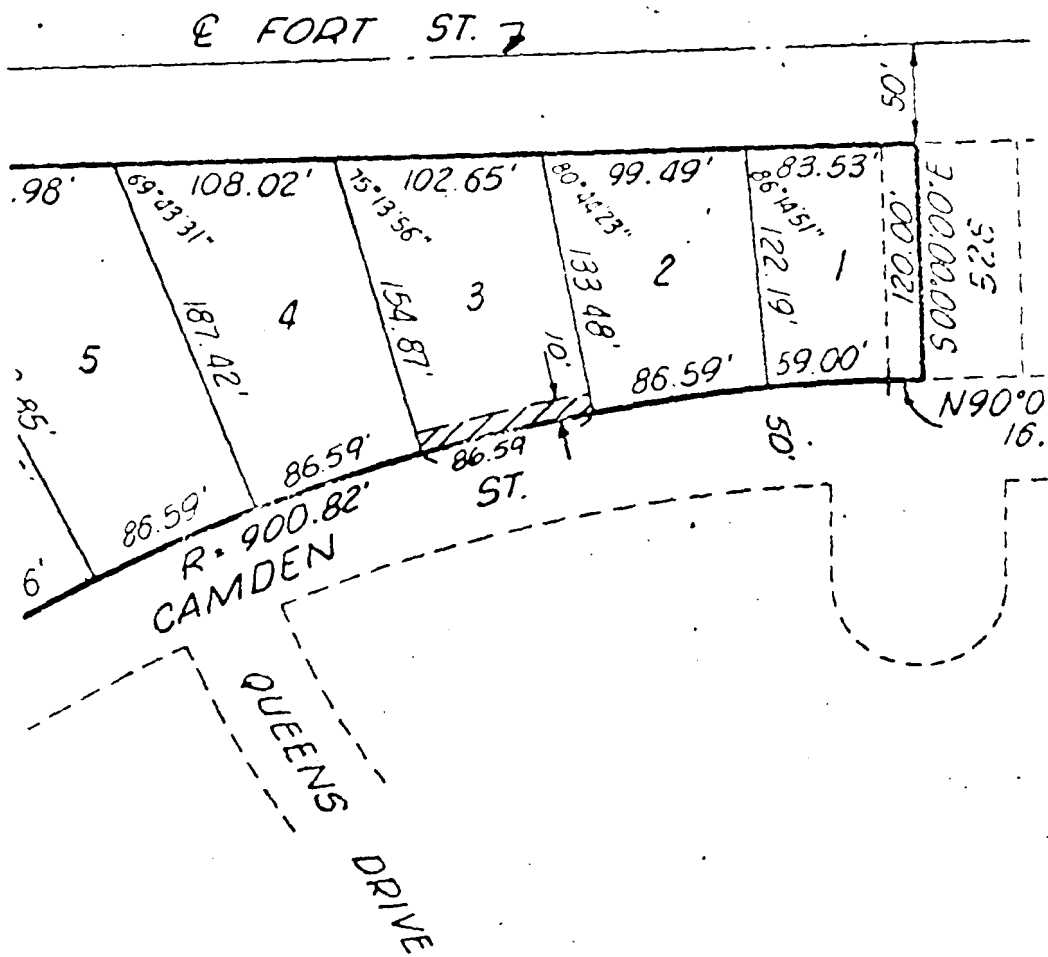
SEWER AND DRAINAGE EASEMENT S. & I.D. No. 182 DOUGLAS COUNTY, NEBRASKA



Part Lot 2, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

EXHIBIT "C"

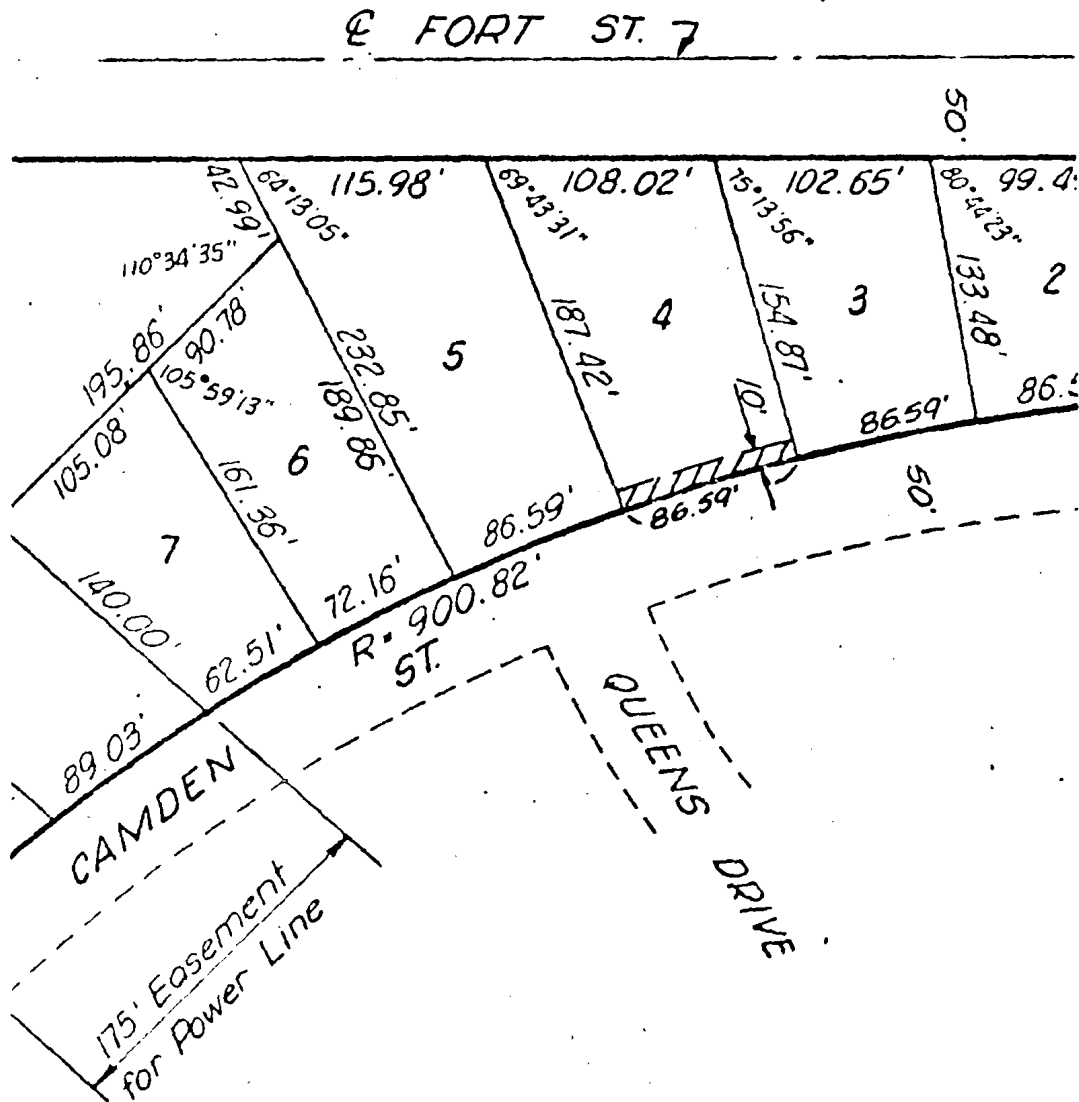
SEWER AND DRAINAGE EASEMENT
S. & I. D. No. 182
DOUGLAS COUNTY, NEBRASKA



Part Lot 3, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

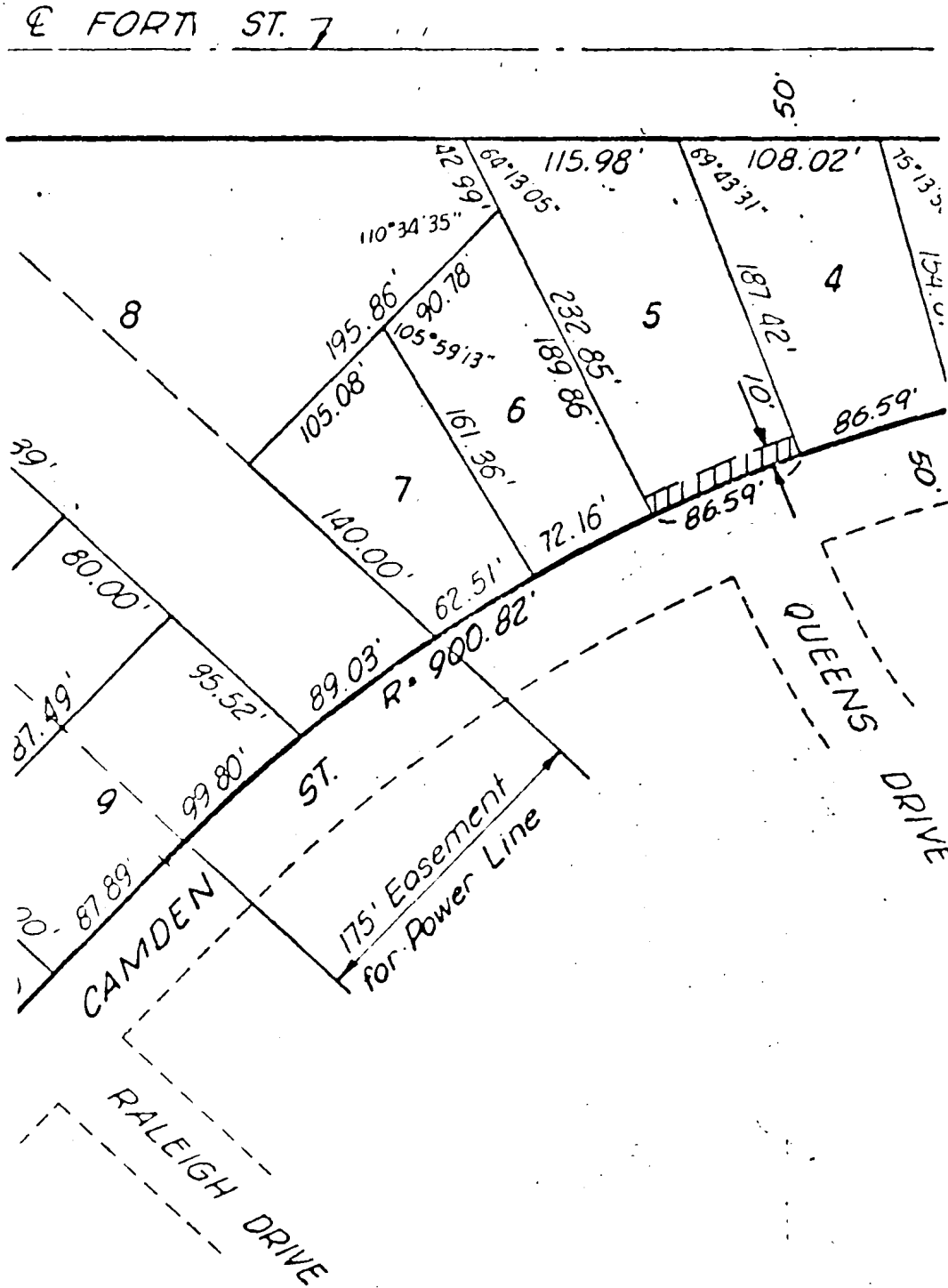
EXHIBIT "D"

SEWER AND DRAINAGE EASEMENT S. & I.D. No. 182 DOUGLAS COUNTY, NEBRASKA



Part Lot 4, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

SEWER AND DRAINAGE EASEMENT
 S. & I.D. No. 182
 DOUGLAS COUNTY, NEBRASKA

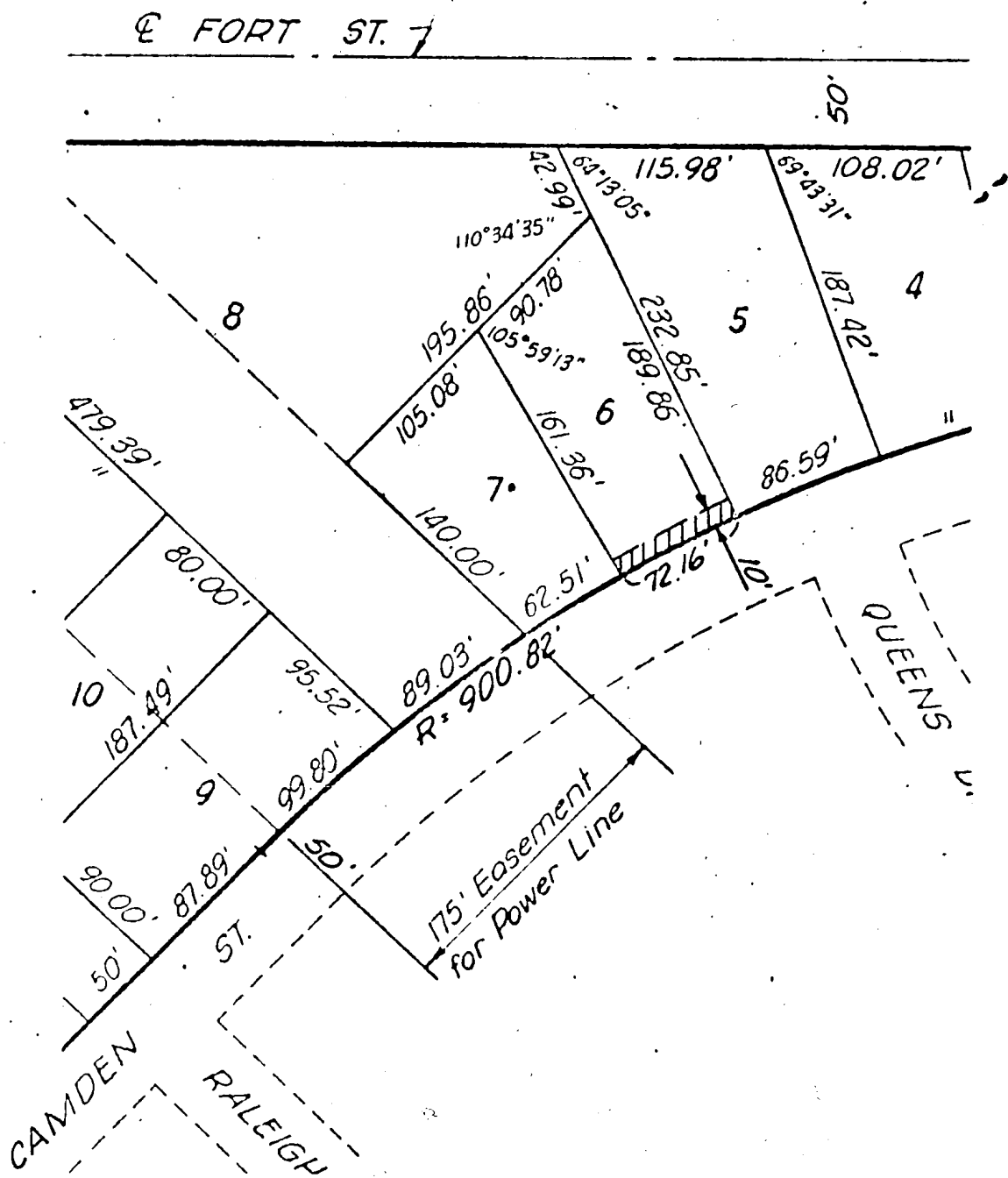


Part Lot 5, Replat of Part of Lot 526
 and Part of Lot 527, Roanoke Estates

EXHIBIT "F"

BOOK 515 PAGE 167

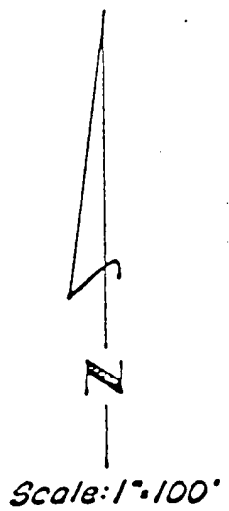
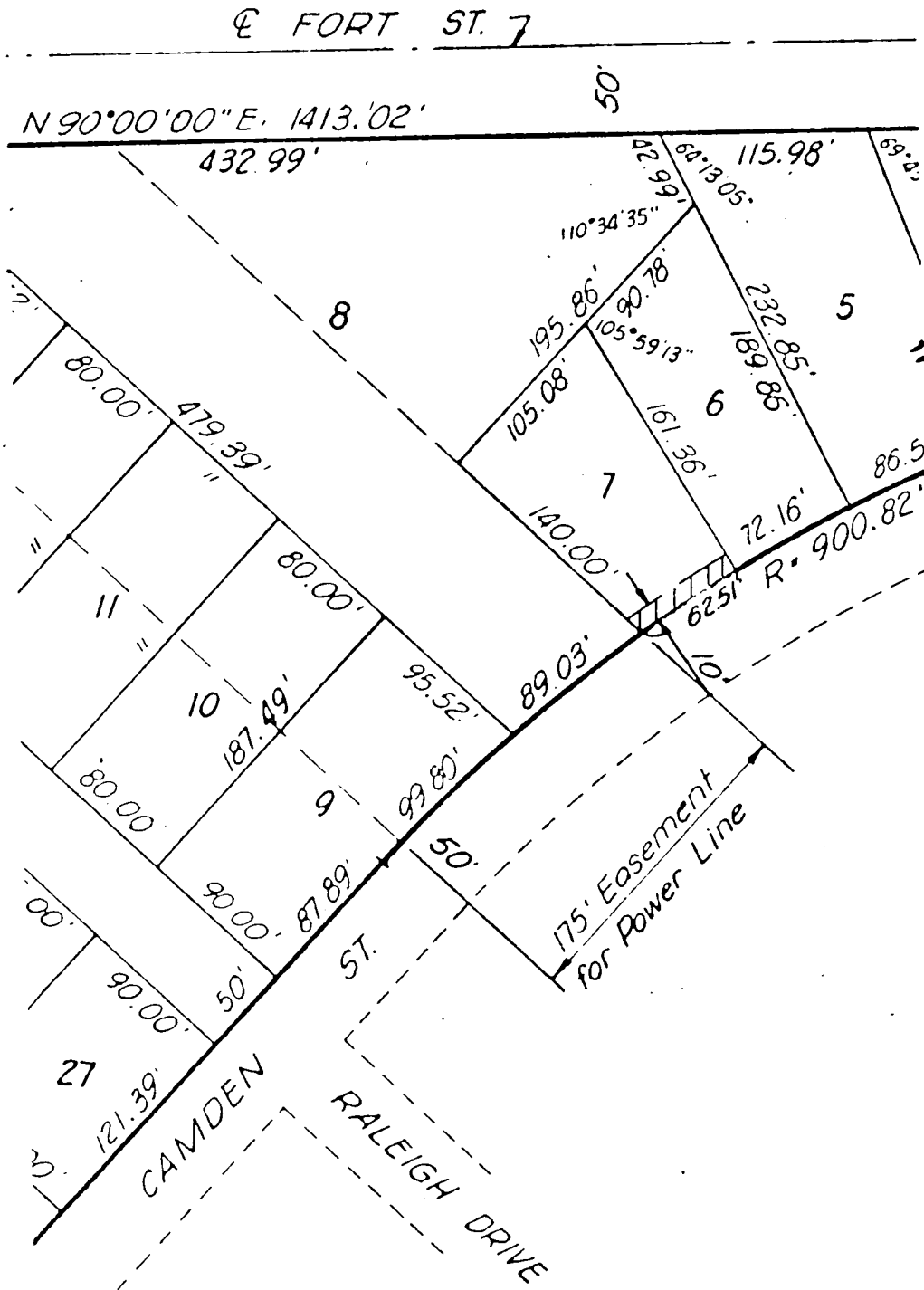
SEWER AND DRAINAGE EASEMENT S. & I. D. No. 182 DOUGLAS COUNTY, NEBRASKA



Part Lot 6, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

EXHIBIT "G"

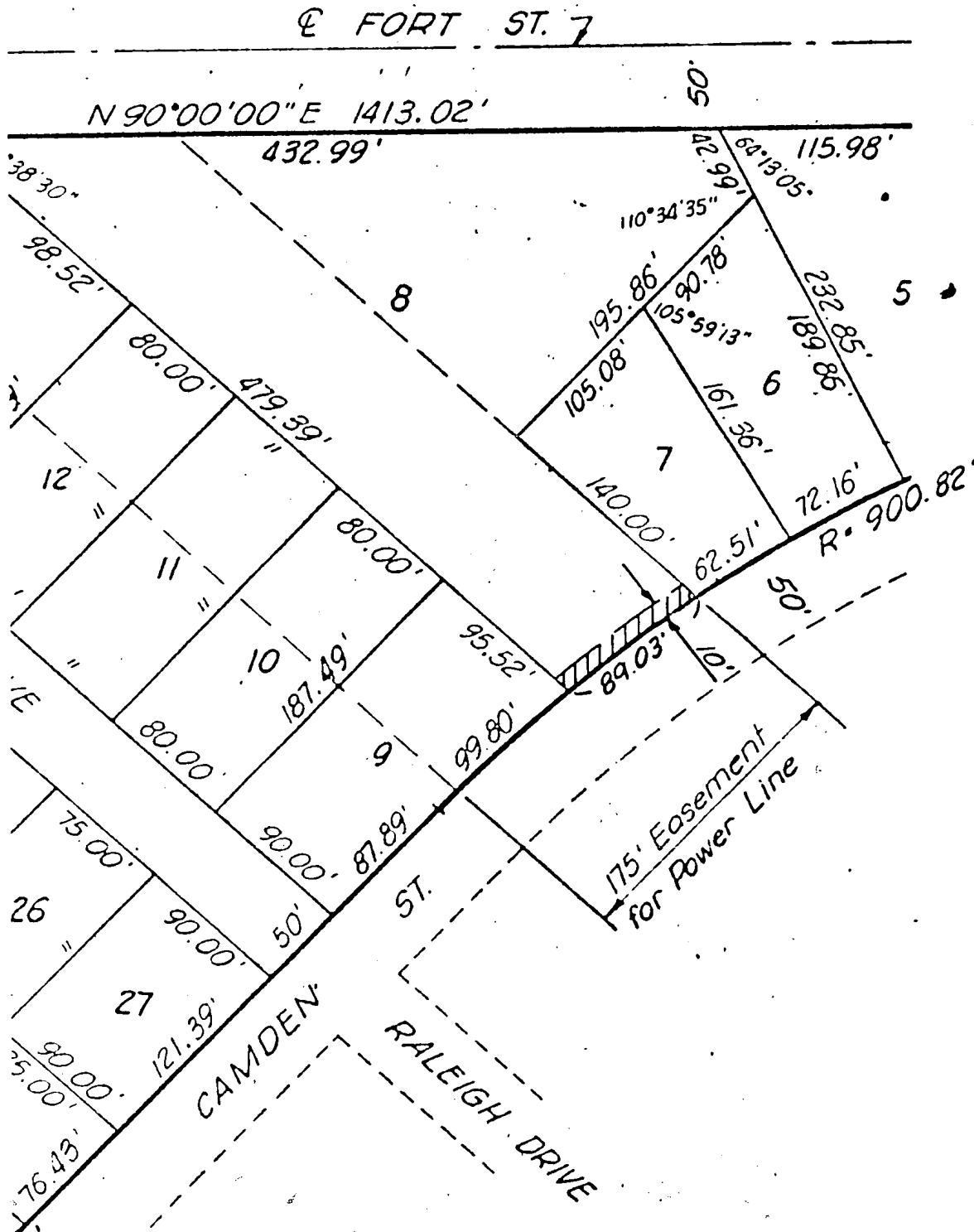
SEWER AND DRAINAGE EASEMENT
S. & I.D. No. 182
DOUGLAS COUNTY, NEBRASKA



Part Lot 7, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

EXHIBIT "H"

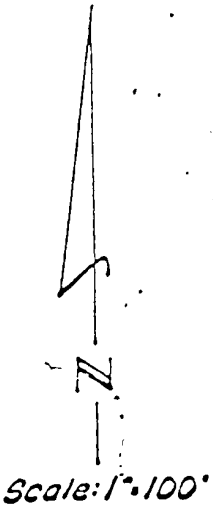
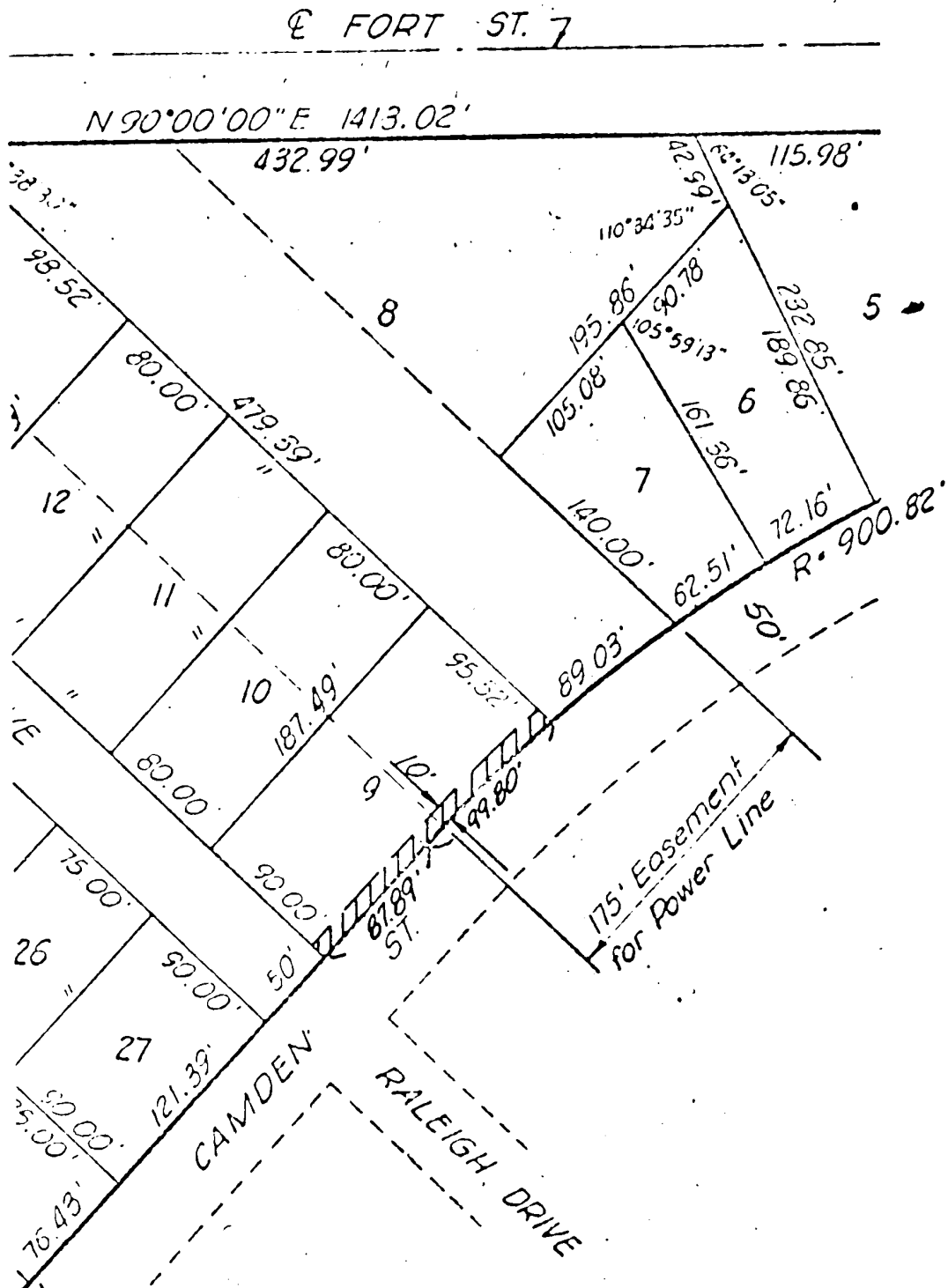
SEWER AND DRAINAGE EASEMENT S. & I.D. No. 182 DOUGLAS COUNTY, NEBRASKA



Part Lot 8, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates

EXHIBIT "I"

SEWER AND DRAINAGE EASEMENT S. & I.D. No. 182 DOUGLAS COUNTY, NEBRASKA



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 DAY OF October 1972 AT 3:49 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS
 3825

Part Lot 9, Replat of Part of Lot 526
and Part of Lot 527, Roanoke Estates