

lots. III, 136 thru 145

Affects - Sunridge

12-15-11

Project No. P.S.O. 3884
Tract No. 6

GRANT OF EASEMENT

BOOK 538 PAGE 141

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made the 30th day of November, 1973, between Helena M. Johnson hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 264, 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 Two Thousand Eight Hundred Fifty Dollard (\$2,850.00), to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does 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 in the E 1/2 of the SE 1/4 of Section 12, T15N, R11E of the 6th P.M., Douglas County, Nebraska, being 10 feet on both sides of the following described centerline:

Commencing at the northeast corner of the SE 1/4 of said Section 12; thence N89°53'06"W (assumed bearing) along the north line of said SE 1/4, a distance of 598.56 feet to the Point of Beginning; thence S42°10'20"W, a distance of 453.83 feet; thence S48°27'21"W, a distance of 537.41 feet; thence S00°12'10"E, a distance of 153.18 feet to the Point of Termination, said Point of Termination being 851.60 feet S00°12'10"E along the west line of the E 1/2 of said SE 1/4 and 10.00 feet N89°47'50"E from the northwest corner of the E 1/2 of said SE 1/4. (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, she or her successors and assigns, and that in the event it becomes necessary to remove or replace said sewer line, the removal or repair of said street or parking lot shall be done at the expense of the 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

Exhibit A

to be left in a neat and orderly condition.

The easement is also for the benefit of any contractor, agent, employee and representative of the SID in any of said construction and work.

Said Grantors for herself and her heirs, executors, and administrators does confirm with the said SID and their assigns, that she, the Grantor is well seized in fee of the above described property and that she has the right to grant and convey this easement in the manner and form aforesaid, and that she will, and she or her heirs, executors and administrators, shall warrant and defend this easement to said SID and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

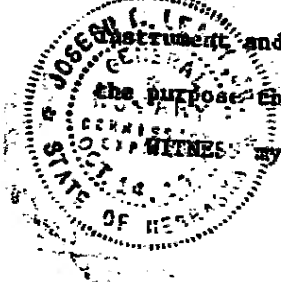
The consideration recited includes damages for change in grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

As a further consideration for the taking of the above described property for easement purposes, SID agrees to place its manholes two feet below grade of Grantor's property, and in this regard, Grantor agrees that any future owner of Grantor's property shall have the right to adjust said manhole to grade without any objection from Grantor.

Helena M. Johnson
Helena M. Johnson, Grantor

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of November, 1973, before me, a Notary Public in and for said County, personally came Helena M. Johnson, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledge the instrument to be her voluntary act and deed for the purpose therein stated.



Witness my hand and Notarial Seal the date aforesaid.

Joseph C. Leary
Notary Public

My Commission Expires:

10-14-74

5

900' 12' 10" E West Line E 1/2 SE 1/4
86160'
SECTION 10

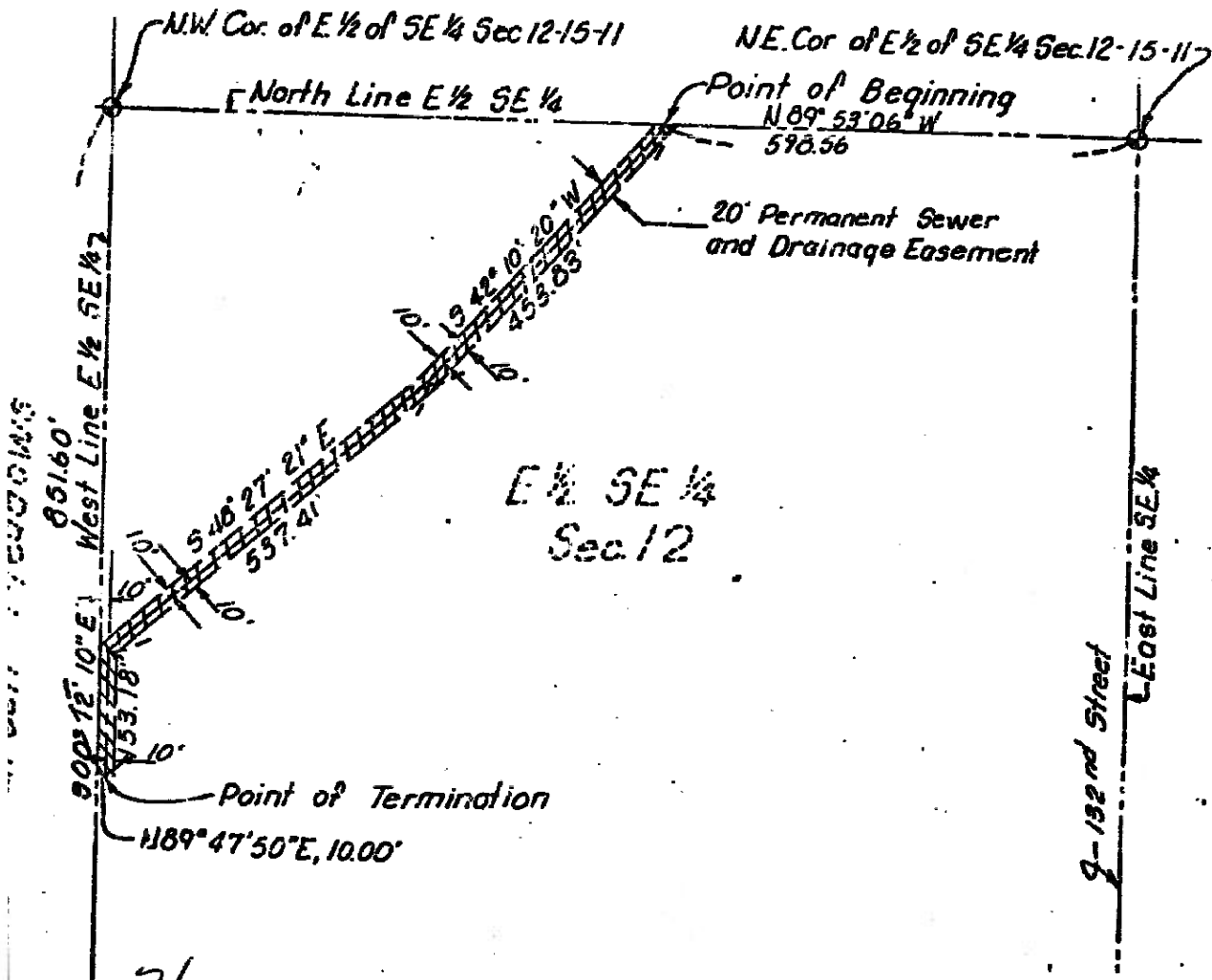
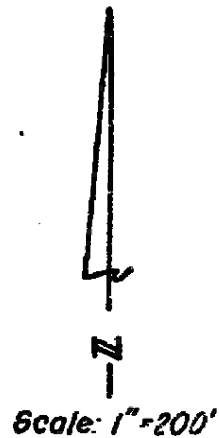
Part
6 of

EXHIBIT "B"

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SEWER AND DRAINAGE EASEMENT

S. & I. D. No. 264
DOUGLAS COUNTY, NEBRASKA



21
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 DAY OF June 1974 AT 2:39 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS 925

Part E 1/2 SE 1/4, Sec 12-15-11
6th P.M. Douglas County, Nebraska

7317
Tract # 6
Area-0.525 acre