

North of Winchester Heights

31-16-12

Project No.

BOOK 529 PAGE 259

GRANT OF EASEMENT  
PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made the 8th day of November,  
1973, between Henry J. Neuhaus

hereinafter referred to as "Grantors", in favor of Sanitary and Improvement  
District No. 265, 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 con-  
firm 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 10 foot wide Permanent Sewer and Drainage Easement in the SW 1/4 of the  
NW 1/4 of Section 31, T16N, R12E of the 6th P.M., Douglas County, Nebraska,  
being 5 feet on both sides of the following described centerline:

Commencing at the southwest corner of the NW 1/4 of said Section 31; thence  
N89°54'52"E (assumed bearing) along the south line of said NW 1/4, a distance  
of 60.00 feet to the Point of Beginning; thence N19°43'00"E, a distance of  
247.00 feet; thence N00°05'00"W, a distance of 30.00 feet to the Point of  
Termination. (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 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 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.

EXHIBIT "A"

Said Grantors for himself or themselves and his or their heirs, executors, and administrators does or do confirm with the said SID 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 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.

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.

Henry J. Neuhaus  
Henry J. Neuhaus

Owners

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On the 8th day of November, 1973 before me, a Notary Public in and for said County, personally came Henry J. Neuhaus

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the instrument to be his, her, (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



SALLY A. BERGET  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
October 28, 1975

Sally A. Berget  
Notary Public

My Commission Expires:

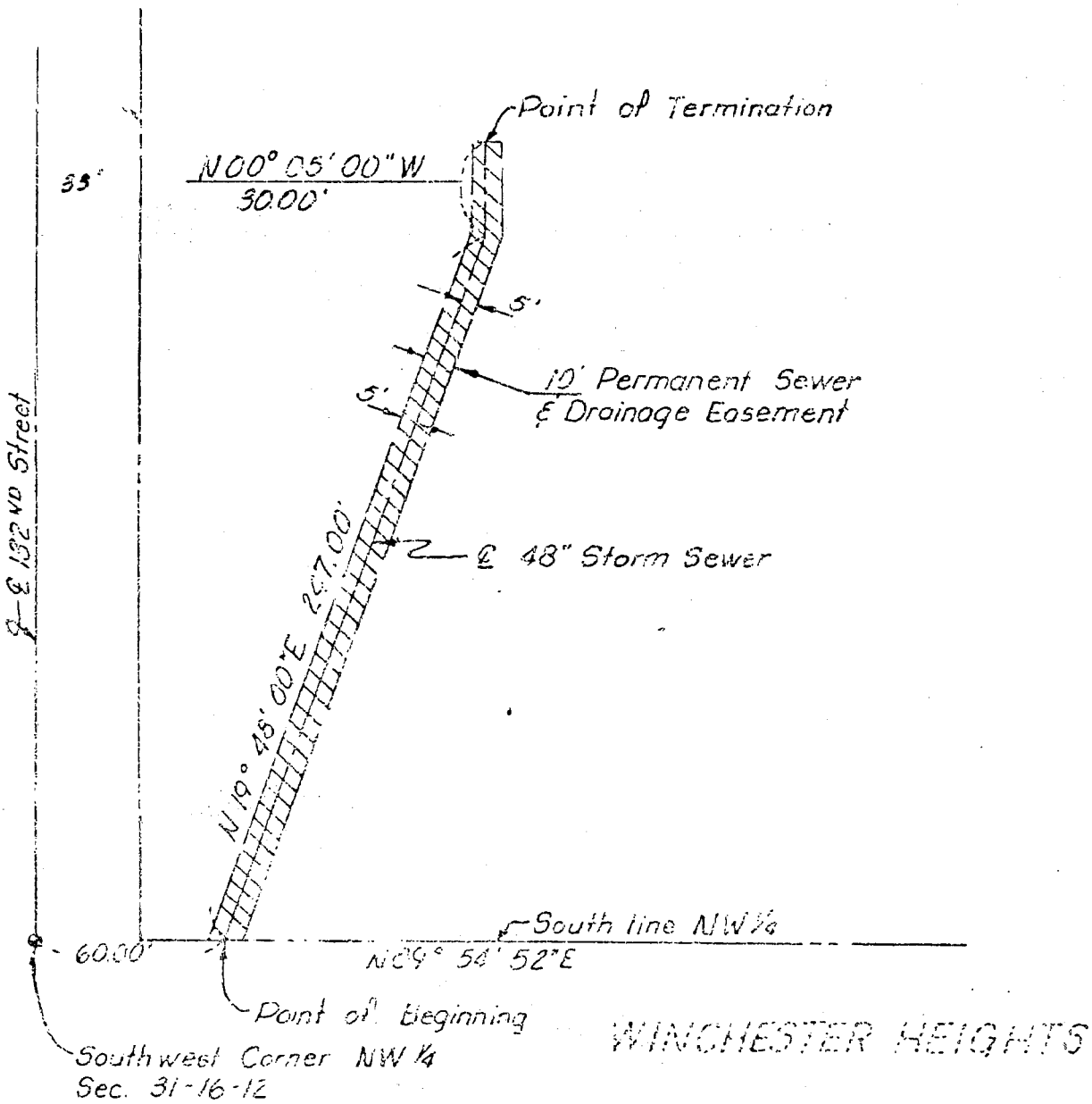
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# EXHIBIT "B"

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## SEWER AND DRAINAGE EASEMENT S. & I. D. No. 265 DOUGLAS COUNTY, NEBRASKA

Scale: 1" = 50'



Part SW 1/4 of the NW 1/4  
Section 31-16-12

# 7234  
Area - 0.064 acre

18 FILED IN NUMERICAL INDEX AND RECORDED IN THE RECORDS OF PUBLIC CLERK IN DOUGLAS COUNTY, NEBRASKA  
DAY OF November 1913 AT 5:12 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS

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