

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT DEVELOPERS CONSOLIDATED, INC hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of ONE Dollars (\$ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Storm Sewer,

and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

(See Exhibit "A" Attached)

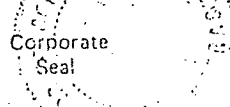
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer in accordance with the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR or his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY at any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with said CITY and its assigns, that he or they, the GRANTOR 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 CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 30th day of OCTOBER A.D., 1984

DEVELOPERS CONSOLIDATED, INC
Name of Corporation



By Michael F. Wilke President
Attest [Signature] Asst. Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me a Notary Public, in and for said County, personally came the above named: _____

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged 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.

NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

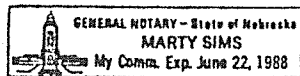
On this 30th day of OCTOBER, 1984, before me, the undersigned, a Notary Public in and for said County, personally came MICHAEL F. WILKE _____ President of

a DEVELOPERS CONSOLIDATED, INC _____ Corporation, and JOSEPH H. CARTER _____ Assistant Secretary of said Corporation

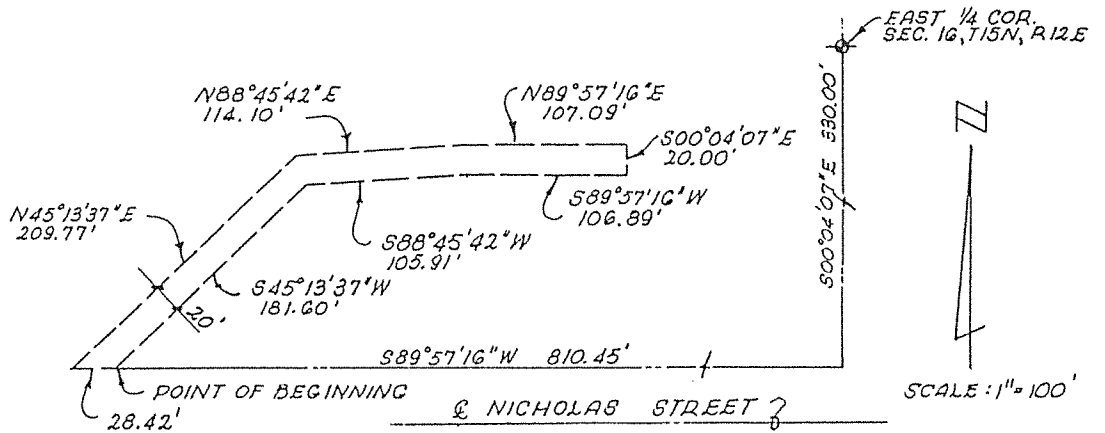
to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed 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.

Marty Sims
NOTARY PUBLIC



My Commission expires _____



Legal Description:

A 20 foot wide permanent storm sewer and drainage easement located in that part of the East one-half of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East quarter corner of said Section 16; thence S00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet; thence S89°57'16"W, 810.45 feet to the point of beginning; thence continuing S89°57'16"W, 28.42 feet; thence N45°13'37"E, 209.77 feet; thence N88°45'42"E, 114.10 feet; thence N89°57'16"E, 107.09 feet; thence S00°04'07"E, 20.00 feet; thence S89°57'16"W, 106.89 feet; thence S88°45'42"W, 105.91 feet; thence S45°13'37"W, 181.60 feet to the point of beginning.

116-15-12
 Indexed
 1550
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Book 723
 Page 275
 [Signature]

RECEIVED
 1989 NOV 13 PM 12:56
 CLARENCE SUTHER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Exhibit "A"
 JOB NO. 440-101

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