

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 12 day of October, 1967, between the undersigned C. CLIFTON NELSEN and DOROTHY E. NELSEN, husband and wife, C. CLIFTON NELSEN, Trustee of the Judith Lynn Nelsen Trust, C. CLIFTON NELSEN, Trustee of the Karen Ellen Nelsen Trust, and C. CLIFTON NELSEN, Trustee of the Andrew Clifton Nelsen Trust (herein collectively called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 31 OF DOUGLAS COUNTY, NEBRASKA and the CITY OF OMAHA in the State of Nebraska, a Municipal corporation (hereinafter collectively called "Grantees" except as otherwise noted),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantees, their successors and assigns, a perpetual easement over, on and under the property described in Exhibit "A" as the permanent easement, which exhibit is attached hereto and by this reference made a part hereof.
2. For the further consideration of the payment of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, sell, convey and confirm unto the Grantees, their successors and assigns, a temporary construction easement over, on and under the land described in said Exhibit "A" as the temporary easement, for the purpose of building, constructing, laying and installing the improvements hereinafter described in Paragraph 3, below, said temporary construction easement to commence on date hereof and continue until completion of all of said improvements in the permanent easementway; PROVIDED that said temporary construction easement shall terminate in any and all events no later than eight (8) months from date hereof.
3. The scope and purpose of said permanent easement is for the use, construction, building, laying, operation, maintenance, repair, renewal and replacement of an 8-inch sanitary sewer line, including all necessary manholes and other appurtenances, a 6-inch cast iron sanitary sewer force main line and all related appurtenances, a sewage lift station, an access road to said sewage lift station site, and the transmission of sanitary sewage through said sanitary sewer lines and lift station from property now or hereafter served by Grantees, their successors and assigns. The Grantees and their contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purpose of this easement. The exact location of said sanitary sewer lines and lift station in the permanent easementway shall be fixed and determined by the engineer for Grantees, PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or

in which said above-described improvements are to be constructed shall be annexed as a part of said City and said City shall have a legal obligation to maintain same as public sewers and related facilities.

4. By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 31 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer is to be constructed, to make good or cause to be made good to the owner or owners of the property in which said sewer is to be constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said perpetual easement or any part thereof.

5. Grantor, at Grantor's sole option, herein expressly reserves the right, with respect to the use of said permanent easementway for access road purposes only, to provide Grantees at any time in the future with an alternative all-weather access road to said lift station site, not less than ten (10) feet in width, at Grantor's sole expense. Upon the recording of a new easementway for such access road purposes with the Douglas County Register of Deeds, or the dedication of a public street providing ingress and egress to said lift station site, the right on the part of Grantees to use said easement way herein described for access road purposes only shall automatically terminate. Grantor further reserves the right, if, when and after said alternative all-weather access road is provided for Grantees, for unrestricted use of the surface of the land traversed by the permanent easementway herein described, provided such use does not interfere with the scope and purpose of said easementway in relation to said sanitary sewer and force main lines and related appurtenances. The rights herein reserved to the Grantor shall inure to them and their respective heirs, administrators, executors, successors and assigns.

6. This Agreement shall be binding on the successors and assigns of the respective parties hereto.

EXECUTED the day and year first above written.

C. Clifton Nelsen  
C. Clifton Nelsen, Trustee of the Karen Ellen Nelsen Trust

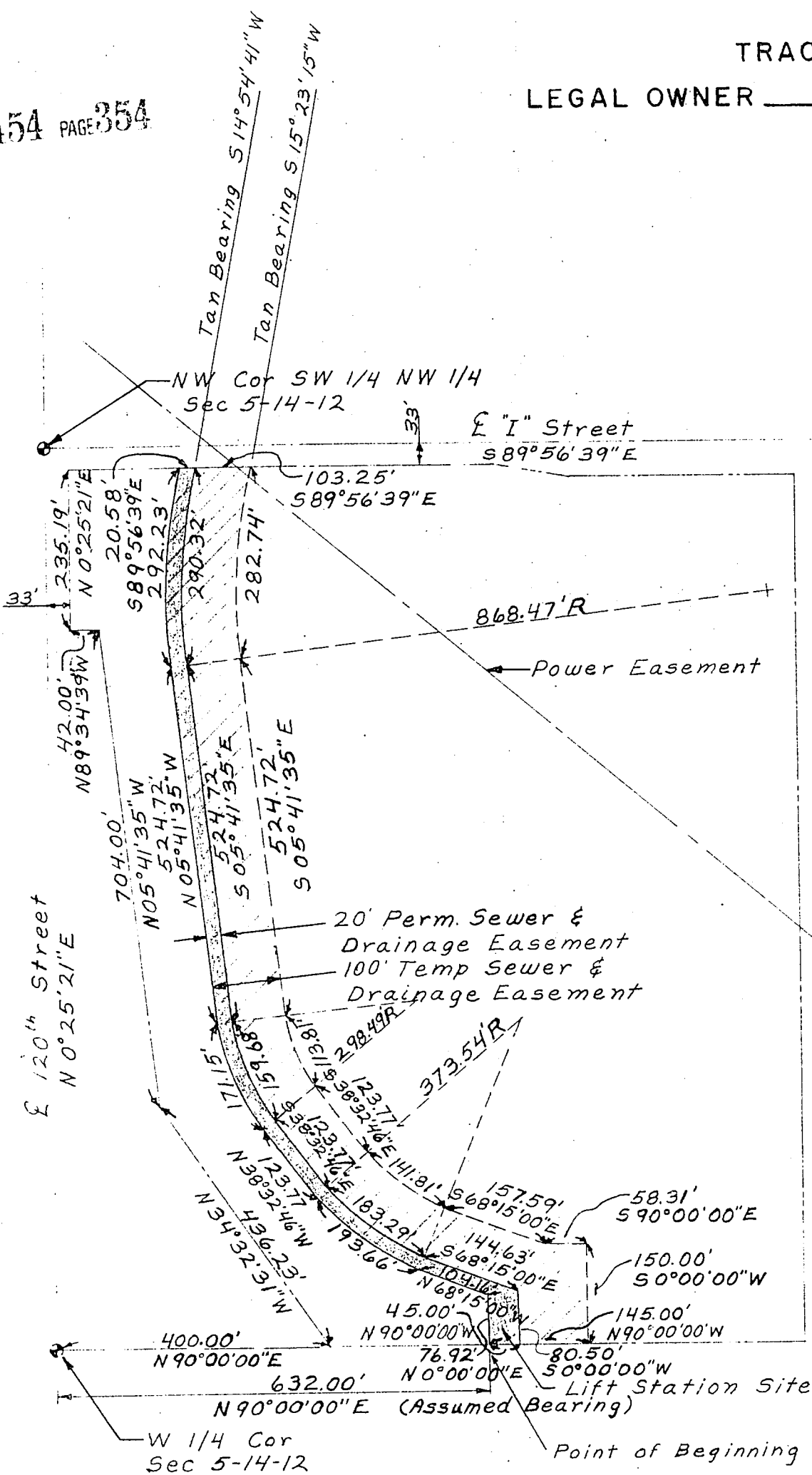
C. Clifton Nelsen  
C. Clifton Nelsen

C. Clifton Nelsen  
C. Clifton Nelsen, Trustee of the Andrew Clifton Nelsen Trust

Dorothy E. Nelsen  
Dorothy E. Nelsen

C. Clifton Nelsen  
C. Clifton Nelsen, Trustee of the Judith Lynn Nelsen Trust





Scale 1" = 200'

LEGAL DESCRIPTION  
See Attached

LEGEND

AREA

- Perm. Easement
- Temp. Easement

0.732 Ac  
4.312 Ac

20' PERMANENT SEWER AND DRAINAGE  
EASEMENT FOR ACCESS ROAD, LIFT STATION SITE,  
AND SEWER LINES

PERMANENT EASEMENT

A tract of land lying wholly within the South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 5, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska and more particularly described as follows:

Beginning at a point on the South line of the Southwest Quarter of the Northwest Quarter of said Section 5, said point being 632.00 feet East of the West Quarter corner of said Section 5; thence North 00°00'00" East a distance of 76.02 feet; thence North 68°15'00" West a distance of 104.16 feet to a point of curvature; thence on a 373.54 foot radius curve to the right a distance of 193.66 feet to a point of tangency; thence North 38°32'46" West a distance of 123.77 feet to a point of curvature; thence on a 298.40 foot radius curve to the right a distance of 171.15 feet to a point of tangency; thence North 05°41'35" West a distance of 524.72 feet to a point of curvature; thence on a 860.47 foot radius curve to the right a distance of 292.23 feet to a point on the South right-of-way line of "11" Street; thence South 89°56'39" East a distance of 20.58 feet to a point of curvature; thence on a 848.47 foot radius curve to the left a distance of 277.02 feet and whose tangent has a bearing of South 14°54'41" West to the before said point of curvature; thence South 05°41'35" East a distance of 524.72 feet to a point of curvature; thence on a 273.54 foot radius curve to the left a distance of 159.68 feet to a point of tangency; thence South 38°32'46" East a distance of 123.77 feet to a point of curvature; thence on a 353.54 foot radius curve to the left a distance of 103.20 feet to a point of tangency; thence South 68°15'00" East a distance of 144.63 feet; thence South 00°00'00" West a distance of 80.50 feet; thence North 90°00'00" West a distance of 45.00 feet; to the point of beginning and containing 0.732 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

Beginning at a point on the South line of the (Southwest Quarter) of the (Northwest Quarter) of said Section 5, said point being 632.00 feet East of the (West Quarter) corner of said Section 5; thence North 00°00'00" East a distance of 76.02 feet; thence North 68°15'00" West a distance of 104.16 feet to a point of curvature; thence on a 373.54 foot radius curve to the right a distance of 193.66 feet to a point of tangency; thence North 38°32'46" West a distance of 123.77 feet to a point of curvature; thence on a 298.40 foot radius curve to the right a distance of 171.15 feet to a point of tangency; thence North 05°41'35" West a distance of 524.72 feet to a point of curvature; thence on a 860.47 foot radius curve to the right a distance of 292.23 feet to a point on the South right-of-way line of "11" Street; thence South 89°56'39" East a distance of 103.25 feet to a point of curvature; thence on a 768.47 foot radius curve to the left a distance of 282.74 feet and whose tangent has a bearing of South 15°23'15" West to the before said, a point of curvature; thence South 05°41'35" East a distance of 524.72 feet to a point of curvature; thence on a 198.49 foot radius curve to the left a distance of 113.81 feet to a point of tangency; thence South 38°32'46" East a distance of 123.77 feet to a point of curvature; thence on a 273.54 foot radius curve to the left a distance of 141.31 feet to a point of tangency; thence South 68°15'00" East a distance of 157.59 feet; thence South 90°00'00" East a distance of 58.31 feet; thence South 00°00'00" West a distance of 150.00 feet; thence South 90°00'00" West a distance of 45.00 feet to the point of beginning and containing 4.312 acres more or less.

*H to Rank*  
*Misc*

*2*

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

RECEIVED  
OCT 19 1967 PM 2 33

THIS IS TO CERTIFY THAT I have  
for [unclear] the [unclear] and [unclear] of  
Deeds of said county and recorded in  
Book 454 of [unclear].  
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*Alfred J. G... [Signature]*

By Alfred J. G... [Signature] Deputy  
MAIL Alfred J. G... [Signature]  
N. 5-14-17 [unclear]  
Completed PO

*5-14-12*