

4-4-79

AT 3:40 P.M. IN BOOK

52

OF Miss Rees.

52-190

190

Carl L. Hildebrand

REGISTER OF DEEDS, SARPY COUNTY, NEB.

1525

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 28 day of March, 1979, between the undersigned, OMAHA INDUSTRIAL FOUNDATION (OIF), THE OMAHA NATIONAL BANK (ONB), and FAIRNELL, a Partnership, (herein called "Grantor" whether one or more), and PACESETTER HOMES, INC., its successors and assigns, (hereinafter called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner (OIF), Mortgagee (ONB) and option holder to part of the easement area (FAIRNELL), of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent sewer and drainage easement in, through, under, over, on and across the areas described in Exhibits "A" and "B" attached hereto and incorporated herein. The width and exact locations of said permanent easementway are described in Exhibits "A" and "B" attached hereto and by this reference incorporated herein. This easement runs with the land.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of a sanitary sewer line including all related or necessary appurtenances thereto and the transmission through said sewers of sanitary sewage. The Grantee and its 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 purposes of such easement.

Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property described and identified as a temporary construction easement on said Exhibits "A" and "B" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary sewer facilities.

3. By accepting and recording this permanent easement grant, said Grantee covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof.

4. Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

5. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

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EXECUTED on the day and year first above written.

OMAHA INDUSTRIAL FOUNDATION

THE OMAHA NATIONAL BANK

By: B. B. Morris PRES.
Title

By: [Signature] VP
Title

FAIRNELL, a Partnership

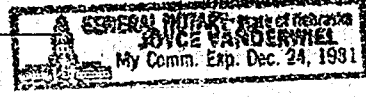
By: [Signature]
Partner

STATE OF NEBRASKA) On the day and year last above written,
)ss. before me, the undersigned a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came
B. B. Morris
President of OMAHA INDUSTRIAL FOUNDATION, to me personally
known to be the same and the identical person whose
name is affixed to the foregoing Perpetual Easement, and acknowledged
the execution thereof to be his voluntary act and deed as such
officer and the voluntary act and deed of the said Omaha Industrial
Foundation.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My Commission expires Dec. 24, 1981



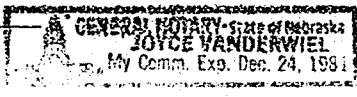
STATE OF NEBRASKA) On the day and year last above written,
)ss before me, the undersigned a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came

R. M. Miller
Vice President of THE OMAHA NATIONAL BANK, to me personally
known to be the same and the identical person whose
name is affixed to the foregoing Perpetual Easement, and acknowledged
the execution thereof to be his voluntary act and deed as such
officer and the voluntary act and deed of the said Omaha National
Bank.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My Commission expires Dec. 24, 1981

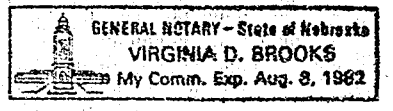


STATE OF NEBRASKA) On the day and year last above written,
)ss before me, the undersigned a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came

R. Joe Deener

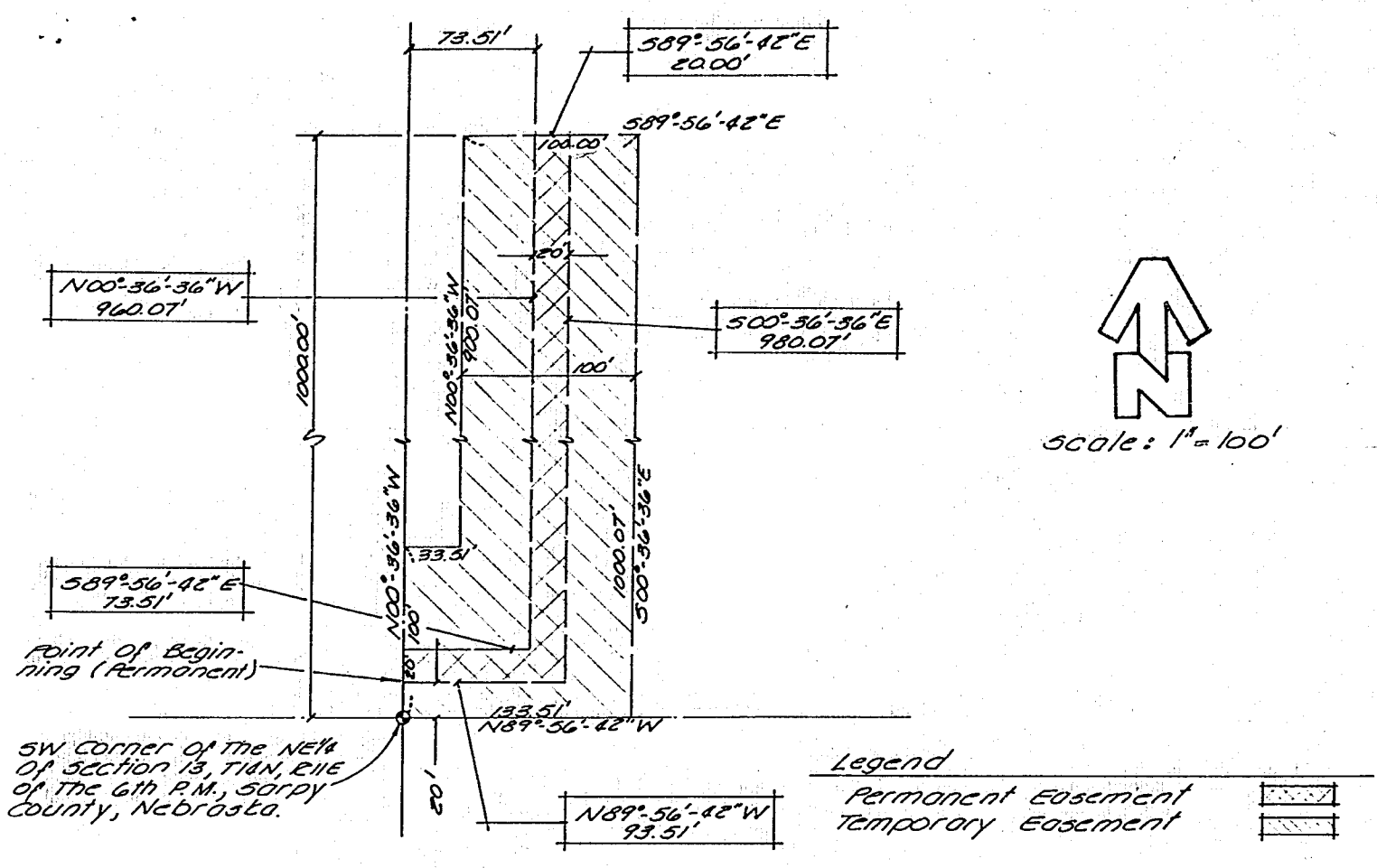
a Partner of FAIRNELL, a Partnership, to me personally known to be a Partner and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such Partner and the voluntary act and deed of the said Partnership.

WITNESS my hand and Notarial Seal the day and year last above written.



Virginia D. Brooks
Notary Public

My Commission expires August 8, 1982.

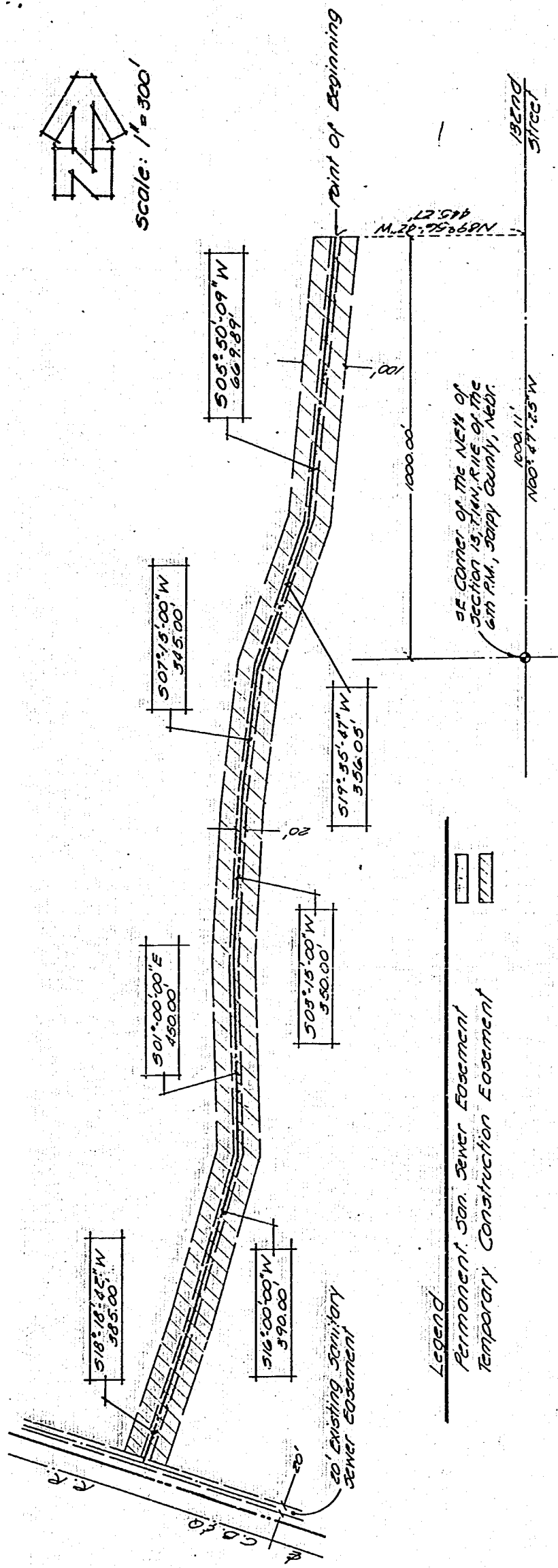


LEGAL DESCRIPTION:

A 20' wide permanent Sanitary Sewer Easement through that part of the south 1000.00 feet of the NE $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the S.W. corner of said NE $\frac{1}{4}$; thence N 00° 36' 36" W (assumed bearing) on the West line of said NE $\frac{1}{4}$, 20.00 feet to the Point of Beginning; thence continuing N 00° 36' 36" W on the West line of said NE $\frac{1}{4}$, 20.00 feet; thence S 89° 56' 42" E on a line 40.00 feet North of and parallel to the South line of said NE $\frac{1}{4}$, 73.51 feet; thence N 00° 36' 36" W on a line 73.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 960.07 feet; thence S 89° 56' 42" E on a line 1000.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 20.00 feet; thence S 00° 36' 36" E on a line 93.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 980.07 feet; thence N 89° 56' 42" W on a line 20.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 93.51 feet to the Point of Beginning.

LEGAL DESCRIPTION:

A 100.00 foot wide temporary Construction Easement through that part of the south 1000.00 feet of the NE $\frac{1}{4}$ of Section 13, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the S.W. corner of said NE $\frac{1}{4}$; thence N 00° 36' 36" W (assumed bearing) on the west line of said NE $\frac{1}{4}$, 100.00 feet; thence S 89° 56' 42" E on a line 100.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 33.51 feet; thence N 00° 36' 36" W on a line 33.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 900.07 feet; thence S 89° 56' 42" E on a line 1000.00 feet north of and parallel to the south line of said NE $\frac{1}{4}$, 100.00 feet; thence S 00° 36' 36" E on a line 133.51 feet east of and parallel to the west line of said NE $\frac{1}{4}$, 1000.07 feet to a point on the south line of said NE $\frac{1}{4}$; thence N 89° 56' 42" W on the south line of said NE $\frac{1}{4}$, 133.51 feet to the Point of Beginning.



LEGAL DESCRIPTION:

A 20.00 foot wide Permanent Sanitary Sewer Easement through that part of the South 1000.00 feet of the NE 1/4 and that part of the SE 1/4 of Section 13, T14N, R15E of the 6th P.M., Sarpy County, Nebraska, the Centerline being described as follows: Commencing at the SE corner of said NE 1/4; thence N 00° 47' 25" W (assumed bearing) on the East line of said NE 1/4, 1000.11 feet; thence N 89° 56' 42" W on a line 1000.00 feet North of and parallel to the South line of said NE 1/4, 445.27 feet to the point of beginning; thence S 05° 50' 09" W, 669.89 feet; thence S 19° 35' 47" W, 356.05 feet; thence S 07° 15' 00" W, 345.00 feet; thence S 03° 15' 00" W, 350.00 feet; thence S 01° 00' 00" E, 450.00 feet; thence S 16° 00' 00" W, 390.00 feet; thence S 18° 18' 42" W, 385.00 feet to a point on the Centerline of an existing 20.00 foot wide Sanitary Sewer Easement.

ALSO, a 100.00 foot wide Temporary Construction Easement, 50.00 feet either side of the above described centerline.