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SANITARY SEWER EASEMENT AND  
MAINTENANCE AGREEMENT

GEORGE J. BUGLE, JR.  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

This Sanitary Sewer Easement and Maintenance Agreement is entered into by and between V.R.B. Company, a partnership, hereinafter "Grantor" and FIRSTIER BANK, N.A., Omaha, Nebraska, as Trustee of the Contemporary Industries Corporation Employees' Trust, hereinafter "Grantee".

Grantor is the owner of a certain parcel of real property a portion of which shall hereinafter be referred to as "Grantor's Property" is legally described as follows:

A part of the Southeast 1/4 of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as the South 25 feet of the east 50 feet of the following described property:  
Commencing at the Southeast corner of Said Section 17, thence West (Assumed Bearing) for 943.59 feet along the South line of said Southeast One-Quarter of Section 17, thence North 1058.40 feet to the POINT OF BEGINNING. Thence N 85°37'04" W for 50.14 feet; thence N 89°39'36" W for 300.04 feet; thence N 55°42'41" W for 128.55 feet; thence N 33°57'15" E for 323.90 feet to a point along the Southerly R.O.W. of Mill Valley Road; thence along said Southerly R.O.W. line on the following five (5) courses; (1) along a curve to the left having a radius of 257.08 feet, an arc length of 120.69 feet and a long chord bearing S 72°49'06" E for 119.62 feet, (2) thence S 86°11'55" E for 113.03 feet, (3) thence S 86°13'29" E for 50.12 feet, (4) thence S 86°12'56" E for 42.42 feet, (5) thence along a curve to the right having a radius of 382.99 feet, an arc length of 110.51 feet, and along chord bearing S 77°57'34" E for 110.13 feet; thence S 00°20'18" W for 272.33 feet; thence along a curve to the left having a radius of 148.48 feet, an arc length of 3.46 feet, and a long chord bearing S 00°19'45" E for 3.46 feet, thence N 89°39'19" W for 150.22 feet to the POINT OF BEGINNING. Described tract contains 3.74 acres, more or less.

Grantee is the owner of a certain parcel of property legally described as follows:

That part of the Southeast Quarter of Section 17, Township 15 North, Range 12 East, of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

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BK 868 N 17-15-12<sup>SR</sup> C/O FEE 35.50  
727-733 17-15-12 DEL IN MC WC  
" Thuc COMP OP F/B 01-60000

Commencing at a point which is 628.68 feet west of and 907.15 feet north of the Southeast corner of said Section 17 to a point of curve on the West R.O.W. line of new 108th Street which is the true point of beginning, thence along the West R.O.W. of new 108th Street on a curve to the right an arc length of 248.7 feet (radius being 501.1 feet long chord bearing N23 03' 09" E, a long chord distance of 246.116 feet) to the Southerly R.O.W. line of Mill Valley Road to a point of curve: thence along the Southerly R.O.W. line of Mill Valley Road on a curve to the left an arc length Of 147.88 feet (radius 382.99 feet-long chord bearing N58 38'22" W, a long chord distance of 146.96 feet) thence S20'47" W, 272.23 feet to a point of curve: thence along a curve to the left an arc length of 211.18 feet (radius being 148.48 feet-long chord bearing S40 24'35" E, a long chord distance of 193.87 feet) thence S81 09'57" E, 40.0 feet to the point of beginning.

Grantor's property is located generally adjacent to and to the southwest of Grantee's property, and Grantee, in connection with improvements constructed upon its property has installed a sanitary sewer line a portion of which passes through Grantor's property.

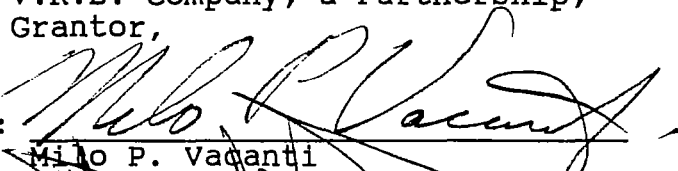
In order to define the mutual rights and obligations of the parties with reference to that portion of a sanitary sewer line constructed by Grantee which is situated upon Grantor's property the parties hereto agree as follows:

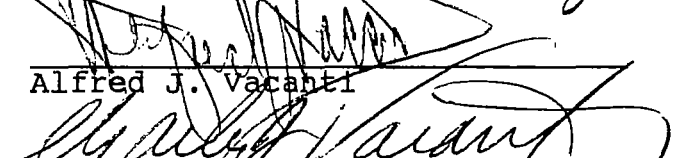
1. In consideration of Ten Dollars and other good and valuable consideration to it in hand paid, Grantor grants to Grantee a permanent easement appurtenant to Grantee's property for the installation and maintenance of an underground sanitary sewer line through that portion of Grantor's property more particularly described and depicted in Exhibit "A", a two page diagram and legal description prepared by Lamp, Rynearson & Associates, Inc., attached hereto and by this reference made a part hereof.
2. Grantor reserves the right to use the easement area in any manner that does not unreasonably interfere with Grantee's use of the easement area, provided, however, that Grantor shall not construct over said easement area any permanent occupiable structure which would impair Grantee's ability to maintain said sanitary sewer line.
3. Grantor shall not be liable for any loss, damage or injury of any kind to any person or property arising from or caused by (a) any use of the easement area by Grantee or Grantee's representatives, (b) Grantee's failure to comply with the

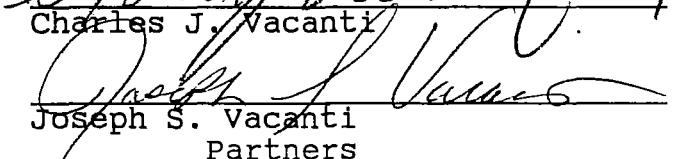
terms of this agreement, (c) any defect in the construction of the sanitary sewer line referred to herein, (d) any accident or other casualty on the easement area or the Grantor's property resulting from any act or omission of Grantee or Grantee's representatives. Grantee for itself and for its successors and assigns waives all claims against Grantor for any such loss, damage or injury and agrees to indemnify and hold Grantor harmless from all liability for any such loss, damage or injury and from all costs and expenses arising therefrom.


- 4. Grantee shall not cause or suffer or permit any mechanics' materialmen's, or other liens to attach to or be recorded against Grantor's property in connection with the construction of the said sanitary sewer line.
  - 5. In the event that Grantee does not properly repair or maintain that portion of the sanitary sewer line situated upon Grantor's property, Grantor may, after five (5) days written notice to Grantee perform such maintenance or repairs as Grantor may reasonably determine may be necessary, and Grantee shall be responsible to Grantor for the actual cost of such repairs and/or maintenance performed by Grantor, including 15% contractors fee for overhead and profit.
  - 6. The easement granted by this agreement and the terms and conditions contained in this agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.
  - 7. Grantor may, if it deems necessary, at its expense, (continued on Addendum)
- DATED this 31st day of October, 1988.

V.R.B. Company, a Partnership,  
Grantor,

By:   
Milo P. Vacanti

  
Alfred J. Vacanti

  
Charles J. Vacanti

  
Joseph S. Vacanti  
Partners

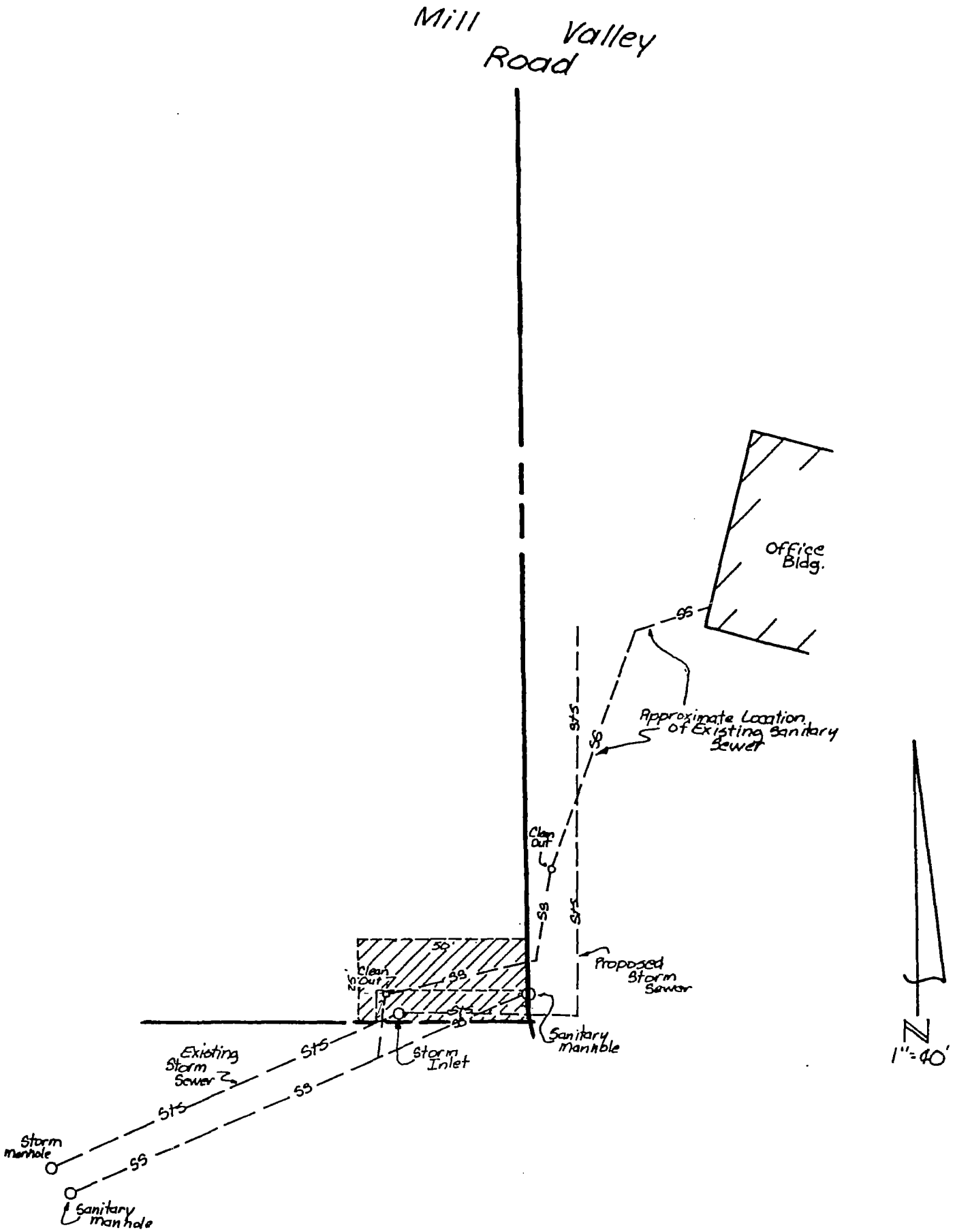


ADDENDUM

relocate the storm and water drainage line to another location provided that such relocation shall not interrupt the free flow of such line, and provided further that the easement area hereunder shall be changed to encompass and adequately accommodate the relocated line.

A permanent easement for the installation and maintenance of a sanitary sewer line in part of the Southeast 1/4 of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said easement described as the South 25 feet of the East 50 feet of the following described property:

(See Attached Sheet for Complete Legal Description)



LEGAL DESCRIPTION:

A permanent easement for the installation and maintenance of a sanitary sewer line in part of the Southeast  $\frac{1}{4}$  of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said easement described as the South 25 feet of the East 50 feet of the following described property: Commencing at the Southeast corner of said Section 17, thence West (Assumed Bearing) for 943.59 feet along the South line of said Southeast One-Quarter of Section 17, thence North 1058.40 feet to the POINT OF BEGINNING. Thence N  $85^{\circ}37'04''$  W for 50.14 feet; thence N  $89^{\circ}39'36''$  W for 300.04 feet; thence N  $55^{\circ}42'41''$  W for 128.55 feet; thence N  $33^{\circ}57'15''$  E for 323.90 feet to a point along the Southerly R.O.W. of Mill Valley Road; thence along said Southerly R.O.W. line on the following five (5) courses; (1) along a curve to the left having a radius of 257.08 feet, an arc length of 120.69 feet and a long chord bearing S  $72^{\circ}49'06''$  E for 119.62 feet, (2) thence S  $86^{\circ}11'55''$  E for 113.03 feet, (3) thence S  $86^{\circ}13'29''$  E for 50.12 feet, (4) thence S  $86^{\circ}12'56''$  E for 42.42 feet, (5) thence along a curve to the right having a radius of 382.99 feet, an arc length of 110.51 feet, and a long chord bearing S  $77^{\circ}57'34''$  E for 110.13 feet; thence S  $00^{\circ}20'18''$  W for 272.23 feet; thence along a curve to the left having a radius of 148.48 feet, an arc length of 3.46 feet, and a long chord bearing S  $00^{\circ}19'45''$  E for 3.46 feet, thence N  $89^{\circ}39'19''$  W for 150.22 feet to the POINT OF BEGINNING. Described tract contains 3.74 acres, more or less.

Lamp, Ryneanson & Associates, Inc.  
September 16, 1988  
Job No. 88044-6359-1