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

STORM WATER AND DRAINAGE LINE
EASEMENT AND MAINTENANCE AGREEMENT

This Storm Water and Drainage Line 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 10 feet of the East 45 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 a long chord bearing S 77°57'34" E for 110.13 feet; thence S 00°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°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.

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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:

868 17-15-12 SR
734-740 17-15-12 MC MC
01-6000 F/B

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 to be constructed upon its property desires to install a storm water and drainage line, a portion of which will pass through a portion of Grantor's property.

In order to define the mutual rights and obligations of the parties with reference to that portion of the storm water and drainage line to be constructed by Grantee which will be located 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 a storm water and drainage line under and through Grantor's property more particularly described and depicted in Exhibit "A", a two page diagram and legal description prepared by Lamp, Ryneerson & 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 occupiable structure which would impair Grantee's ability to maintain said storm water and drainage 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 storm water and drainage 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 storm water and drainage line.
5. In the event that Grantee does not properly repair or maintain that portion of the storm water and drainage 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 it necessary, at its expense, (continued on DATED this 31st day of October, 1988. (Addendum)

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

By:

Milo P. Vacanti
Milo P. Vacanti

Alfred J. Vacanti
Alfred J. Vacanti

Charles J. Vacanti
Charles J. Vacanti

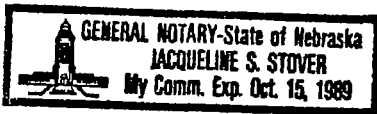
Joseph S. Vacanti
Joseph S. Vacanti
Partners

FIRSTTIER BANK, N.A., OMAHA,
NEBRASKA, as TRUSTEE OF THE
CONTEMPORARY INDUSTRIES CORPORATION
EMPLOYEES' TRUST, Grantee,

By: [Signature]
Title:

STATE OF NEBRASKA)
) ss.
County of Douglas)

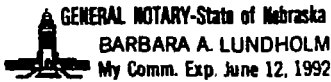
The foregoing instrument was acknowledged before me on October 31, 1988, by MILO P. VACANTI, ALFRED J. VACANTI, CHARLES J. VACANTI, and JOSEPH S. VACANTI, partners of V.R.B. Company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me on November 17, 1988, by Judd F. Wagner, Vice President of FirstTier Bank, N.A., Omaha, Nebraska, on behalf of said corporation.



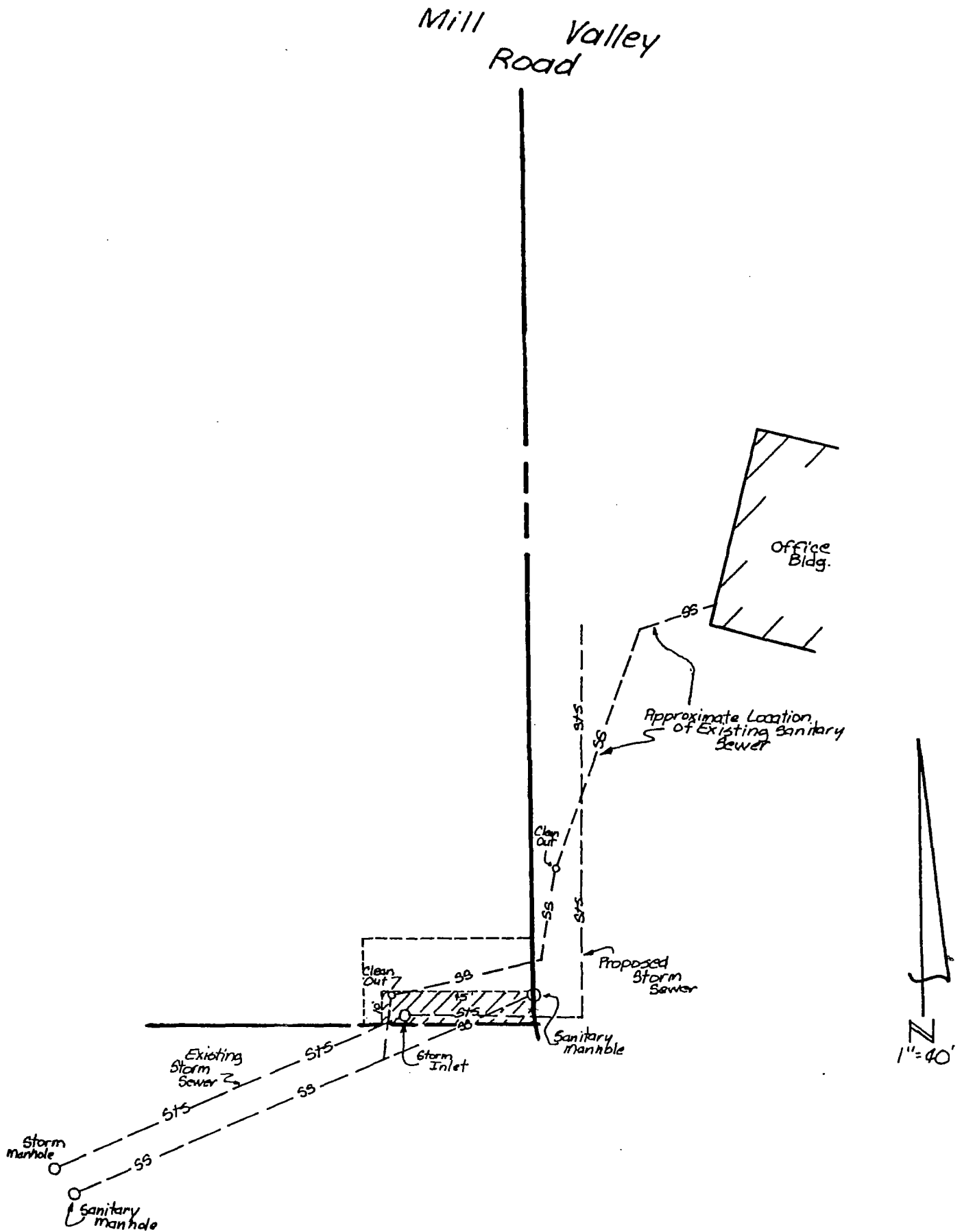
[Signature]
Notary Public

..DDENDUM

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 accomodate the relocated line.

A permanent easement for the installation and maintenance of a storm water and drainage line in part of the Southeast ¼ of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said easement described as the South 10 feet of the East 45 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 storm water and drainage 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 10 feet of the East 45 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, Ryneerson & Associates, Inc.
September 16, 1988
Job No. 88044-6359-2