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PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BAR-H D, LTD., a Nebraska partnership, hereinafter referred to as "Grantor", for and in consideration of One Dollar (\$1.00) and other valuable consideration as herein recited, does hereby grant and convey unto THE CITY OF OMAHA, NEBRASKA, hereinafter referred to as "City", and to its successors and assigns, a perpetual easement for and the right to construct, maintain, or operate an 8" sanitary sewer line and appurtenances thereto, in, through and under or over the two parcels of land as shown in Exhibits "A" and "B" attached hereto, and by specific reference incorporated herein.

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 8" sanitary outfall sewer line at the will of the City. The Grantor may, following construction of said 8" sanitary outfall sewer line 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 or other structures shall be placed in, on, over, or across said easement strip by Grantor or its successors and assigns, without express approval of the City.

2. That the City will replace or rebuild any and all damages to improvements on said property caused by the City exercising its rights of inspecting or maintaining said 8" sanitary outfall sewer line, except that, damage to, or loss of, trees and shrubbery will not be compensated for by the City.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the City and any of said construction and work.

4. That said Grantor, for itself and its successors and assigns, confirms with the City and its assigns, that the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns 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, except a Temporary Construction Easement, if and as applicable, between the Grantor and the City or its agents; and that the Grantor, in execution 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 hereunto set its hand at Omaha, Douglas County, Nebraska, this 26th day of August, 1978.

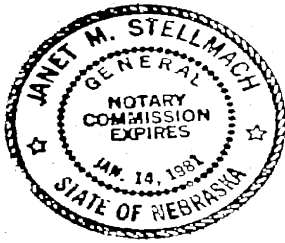
BAR-H D, LTD.
By: James B. Hogarth, Partner
James I. Roberts, Partner
Robert J. Burford, Partner
Thomas F. Dowd, Partner
Ronald R. Allison, Partner

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STATE OF NEBRASKA)
)
County of Douglas) ss.

On this 26th day of April, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came JAMES B. HOGARTH, JAMES I. ROBERTS, RONALD R. ALLISON, ROBERT J. BURFORD, and THOMAS F. DOWD, Partners in BAR-H D, LTD., a Nebraska partnership, to me personally known to be the Partners and the identical persons whose names are affixed to the foregoing Permanent Easement, and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of said partnership.

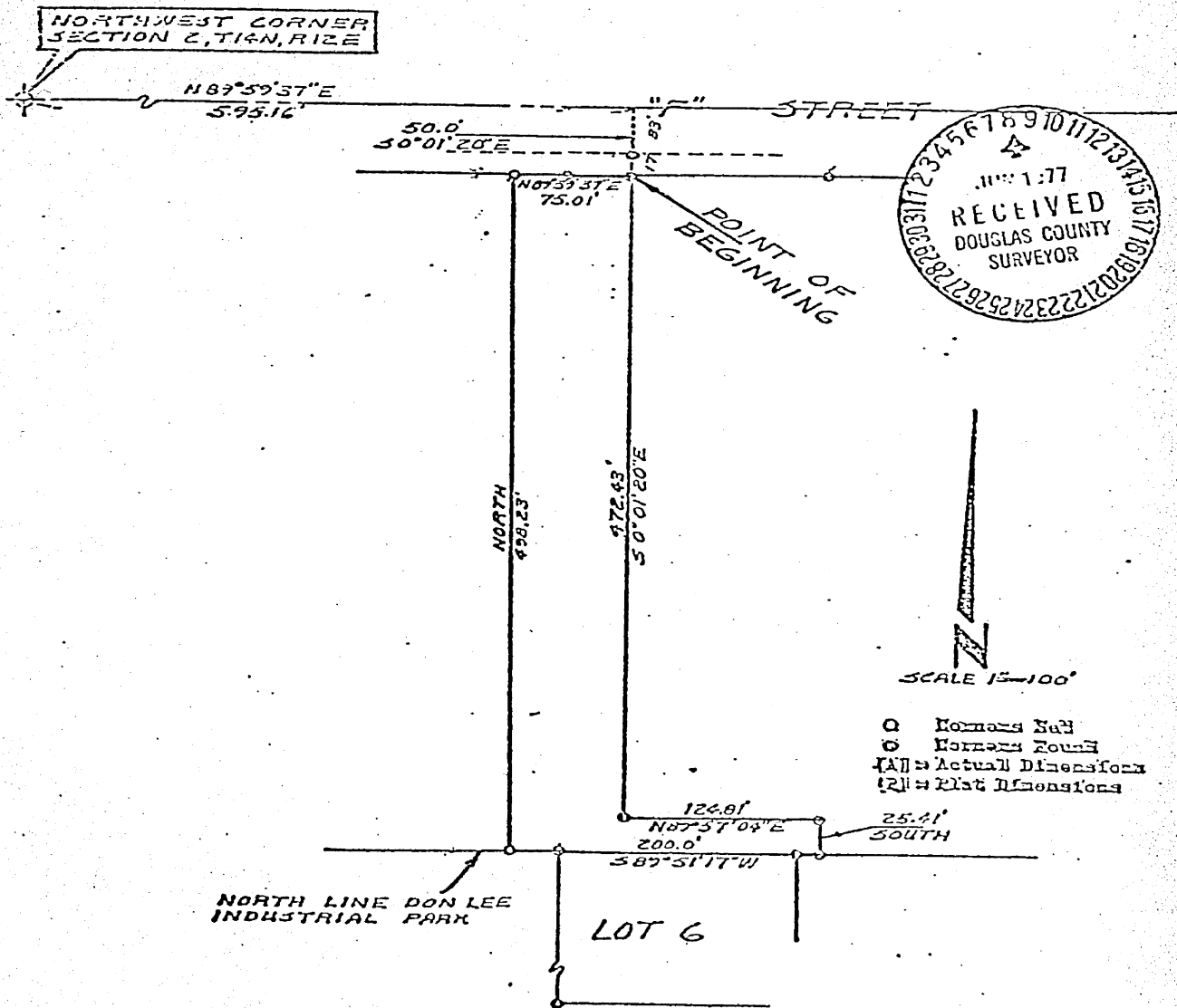
WITNESS my hand and notarial seal the date last above written.



Janet M. Stellmach
Notary Public

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The North Ten (10) feet of that part of the W 1/4 of Section 2, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of said Section 2; thence N 89°59'37" E (assumed bearing) for 595.16 feet along the North line of said Section 2; thence S 0°01'20" E for 50.00 feet to the South R.O.W. line of "F" Street and the True Point of Beginning; thence S 0°01'20" E for 472.43 feet; thence N 89°57'04" E for 124.81 feet; thence South for 25.41 feet to the North line of Donlee Industrial Park; thence S 89°51'17" W for 200.00 feet along said North line of Donlee Industrial Park; thence North for 493.23 feet to the South R.O.W. line of "F" Street; thence N 89°59'37" E for 75.01 feet along said South R.O.W. line to the True Point of Beginning. (Containing 40597 square feet more or less.)



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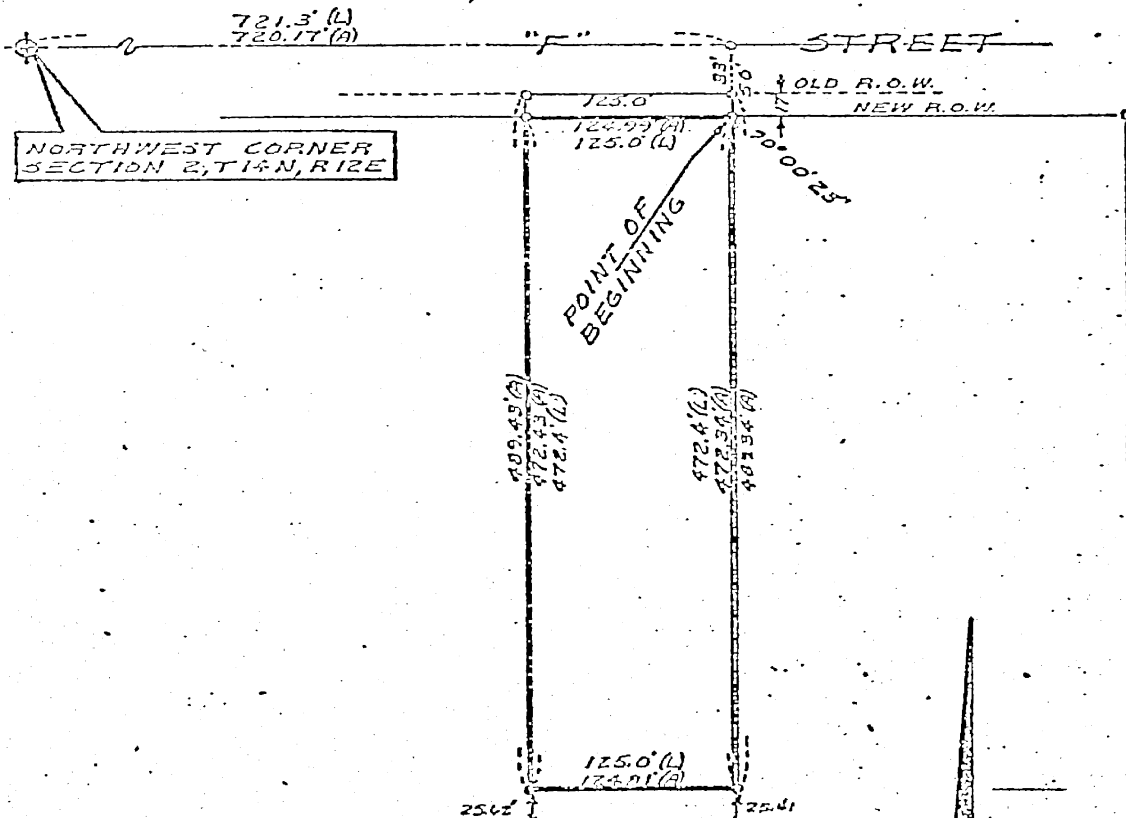
POOR COPY FILED

LAND SURVEYOR'S CERTIFICATE

JULY 17 1978

I hereby certify that this plot, map, survey or report was made by me or under my direct personal supervision and that I am a Registered Land Surveyor under the laws of the State of Nebraska. THE NORTH TEN (10) FEET OF
 LEGAL DESCRIPTION: That part of the NW 1/4 of Sec. 2, T 14 N, R 12 E of the 6th P. M. in Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of Sec. 2, T 14 N, R 12 E of the 6th P. M., thence East along the North line of Sec. 2, a distance of 721.3 feet; thence Southerly perpendicular to the North line of said Sec. 2, a distance of 50.0 feet to the point of beginning; thence continuing Southerly along the aforementioned a distance of 472.4 feet; thence Westerly parallel to the North line of said Sec. 2, a distance of 125.0 feet; thence Northerly parallel to the penultimate described line a distance of 472.4 feet; thence Easterly along a line 50.0 feet distant from and parallel to the North line of said Sec. 2, a distance of 125.0 feet to the point of beginning.

Plot to scale showing tract surveyed with all pertinent points.



North Line Don Lee Industrial Park

- Corners Set
- Corners Found
- (A) - Actual Dimensions
- (L) - Legal Description

SCALE 1"=100'

RECEIVED
 1978 MAY 22 AM 9:35
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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Fee 12.22
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 [Signature]

2-14-12

EXHIBIT "B"