

## PERMANENT SEWER AND DRAINAGE EASEMENT

TRAMMELL CROW COMPANY TRACT - OIF

OCTOBER 13, 1978

JOB NO. 1166A-01

LEGAL DESCRIPTION

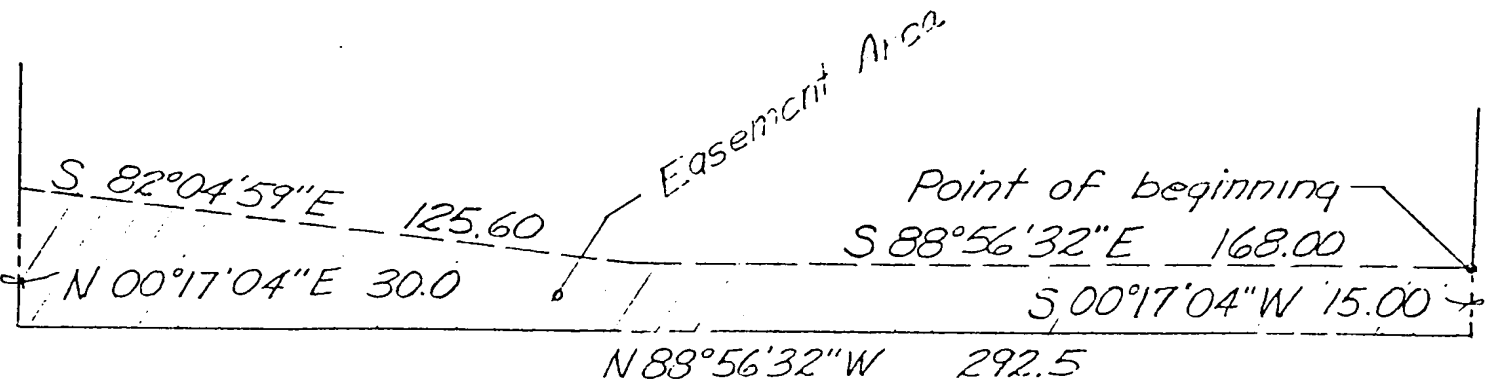
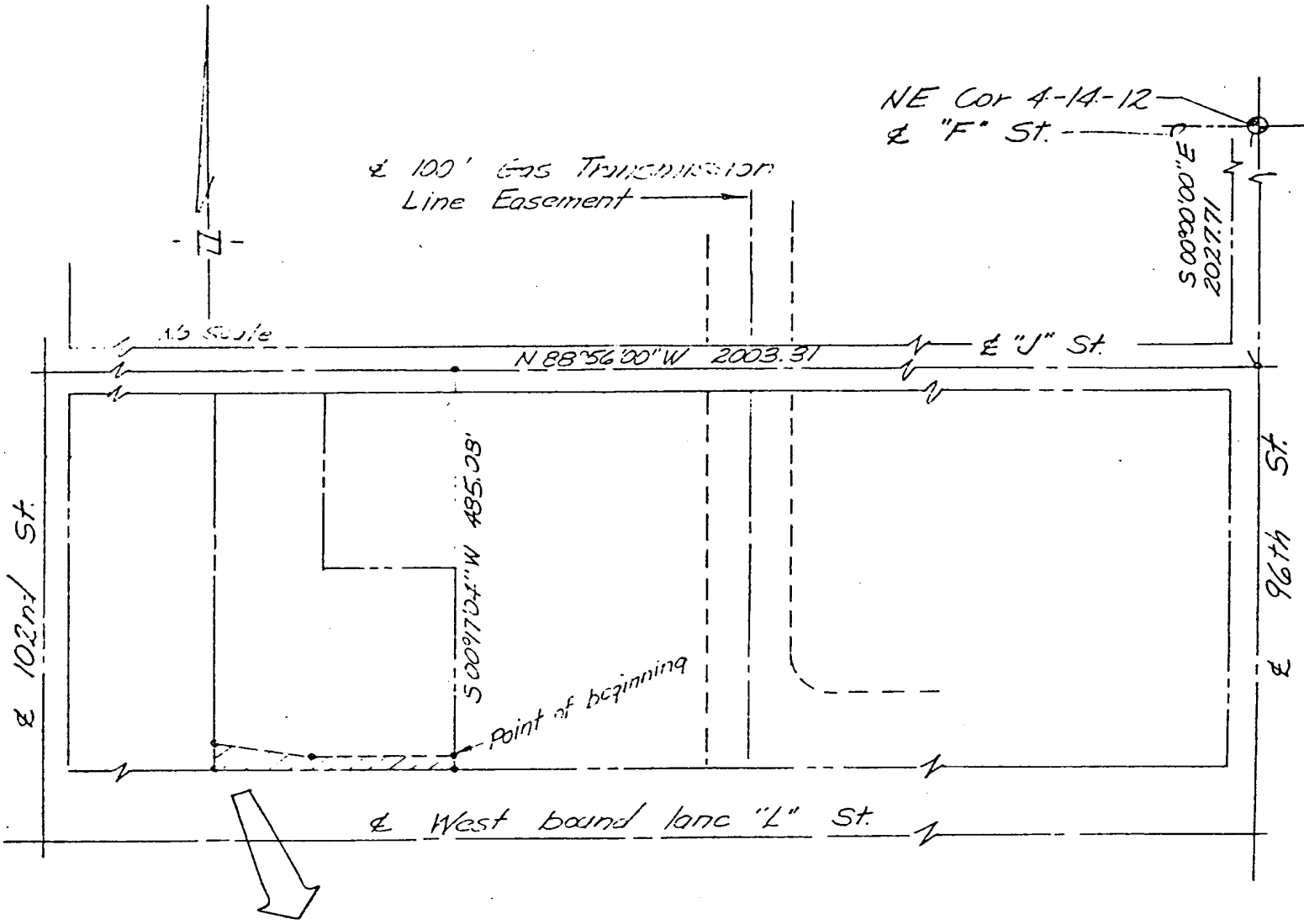
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4-14-12 (A.K.A. THE INTERSECTION OF CENTER LINES OF 96TH AND "F" STREET); THENCE SOUTH 00°00'00" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 4-14-12 (A.K.A. THE SAID CENTER LINE OF 96TH STREET), A DISTANCE OF 2,027.71 FEET TO A POINT LOCATED ON THE SAID CENTER LINE OF "J" STREET; THENCE NORTH 88°56'00" WEST ALONG THE SAID CENTER LINE OF "J" STREET, A DISTANCE OF 2,003.31 FEET; THENCE SOUTH 00°17'04" WEST, A DISTANCE OF 485.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°17'04" WEST, A DISTANCE OF 15.00 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF "L" STREET; THENCE NORTH 88°56'32" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF "L" STREET, A DISTANCE OF 292.5 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 82°04'59" EAST A DISTANCE OF 125.60 FEET; THENCE SOUTH 88°56'32" EAST ALONG A LINE 15 FEET NORTH OF AND PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF "L" STREET A DISTANCE OF 168.00 FEET TO THE POINT OF BEGINNING.

SEE EXHIBIT "A" ATTACHED.

Permanent Sewer & Drainage  
 Easement  
 Trammell Crow Company Tract 01F  
 Job No 1166A-01  
 October 13, 1978

BOOK 605 PAGE 508



E A S E M E N T

THIS INDENTURE, made this 20th day of October 19 78

between Crow-Spaulding #4

hereinafter referred to as "Grantor(s)", and the City of Omaha, Nebraska, a Municipal Corporation, hereinafter called "City",

WITNESSETH:

That said Grantor(s) in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantor(s) in hand paid by said City, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said City and its assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of sewer water and sewage, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, in, through, over and under the parcel of land described as follows, to-wit:

See attached legal description and exhibit "A"

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of the City of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the City in any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, 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.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

Crow-Spaulding #4  
Name of Partnership

Corporate Seal:

by Charles A. Spaulding Partner  
of said Partnership

Attest \_\_\_\_\_ Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public in and for said County, personally came the above named:

\_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her, (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

STATE OF Missouri )  
COUNTY OF St. Louis ) SS

( *Fritz Bely*  
*Public Works* )

On this 20th day of October, 1978, before me, the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_

Charles A. Spaulding Partner  
President of Crow-Spaulding #4  
\_\_\_\_\_ a Texas Partnership, and \_\_\_\_\_

\_\_\_\_\_ to me personally known to be \_\_\_\_\_ a partner \_\_\_\_\_ respectively of said partnership and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Partnership.

WITNESS my hand and Notarial Seal at St. Louis in said County the day and year last above written.



*Joyce Kalmes*  
\_\_\_\_\_  
Notary Public

Commission expires Mar 12, 1982.

9-14-12  
N 4-14-12  
Comped  
Index  
Fee 12.35

Book 605  
Page 507  
of Final

RECEIVED  
1978 OCT 26 PM 8:45  
ST. LOUIS REGISTER  
DOUGLAS COUNTY, MISSOURI

*F. Bely*