

PERPETUAL EASEMENT

1973 THIS EASEMENT AGREEMENT made this 4th day of June, 1972, between the undersigned, INDUSTRIAL DEV. CO., a Nebraska Co-Partnership (herein called "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 242 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal corporation (hereinafter collectively called "Grantee" except as otherwise noted),

## WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sanitary and drainage easement over, on, across, and under the following described real property in Douglas County, Nebraska, to-wit:

A tract of land lying entirely within the Northwest Quarter of Section 35, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the perimeter of said easement being more particularly described as follows:

Beginning at a point; said point being on the Northerly right of way line of the Union Pacific Railroad, approximately 80 feet Northwesterly of the Westernmost corner of Lot 1, Cornhusker Industrial Park III a platted and recorded subdivision in Douglas County, Nebraska; thence North  $48^{\circ}43'45''$  West (assumed bearing) along the Northerly right of way line of the Union Pacific Railroad a distance of 64.13 feet to a point; thence North  $80^{\circ}02'36''$  East a distance of 386.37 feet to a point; thence North  $31^{\circ}02'36''$  East a distance of 100.96 feet to a point on the Southerly right of way line of Nebraska State Highway No. 275; thence Southeasterly along a curve to the right, said curve having a radius of 4368.45 feet, a distance of 75.66 feet to a point; thence South  $31^{\circ}02'36''$  West a distance of 112.01 feet to a point on the Northwesterly lot line of the aforementioned lot; thence South  $80^{\circ}02'36''$  West along the Northwesterly lot line of said Lot 1 a distance of 402.13 feet to the point of beginning. Said easementway is shown on Exhibit "A" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer and storm sewer pipelines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. 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; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary sewer and/or storm sewer improvements are constructed shall be annexed as a part of said

City and until said City shall have a legal obligation to maintain said sewer improvements as public facilities.

3. By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 242 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over, or across said easement or any part thereof.

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 Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, have caused the due execution hereof as of the day and year first-above written.

INDUSTRIAL DEV. CO., a Nebraska  
Co-Partnership, Grantor

By: [Signature]  
Partner

By: [Signature]  
Partner

STATE OF NEBRASKA)  
 )  
 COUNTY OF DOUGLAS) ss.

On the day and year last-above written, before me, the undersigned a Notary Public in and for said County, personally came F. P. Rogers and Roger D. Haney, to me personally known to be partners of Industrial Dev. Co., and the identical persons whose names are affixed to the foregoing Perpetual Easement and acknowledged the execution thereof to be their voluntary act and deed.

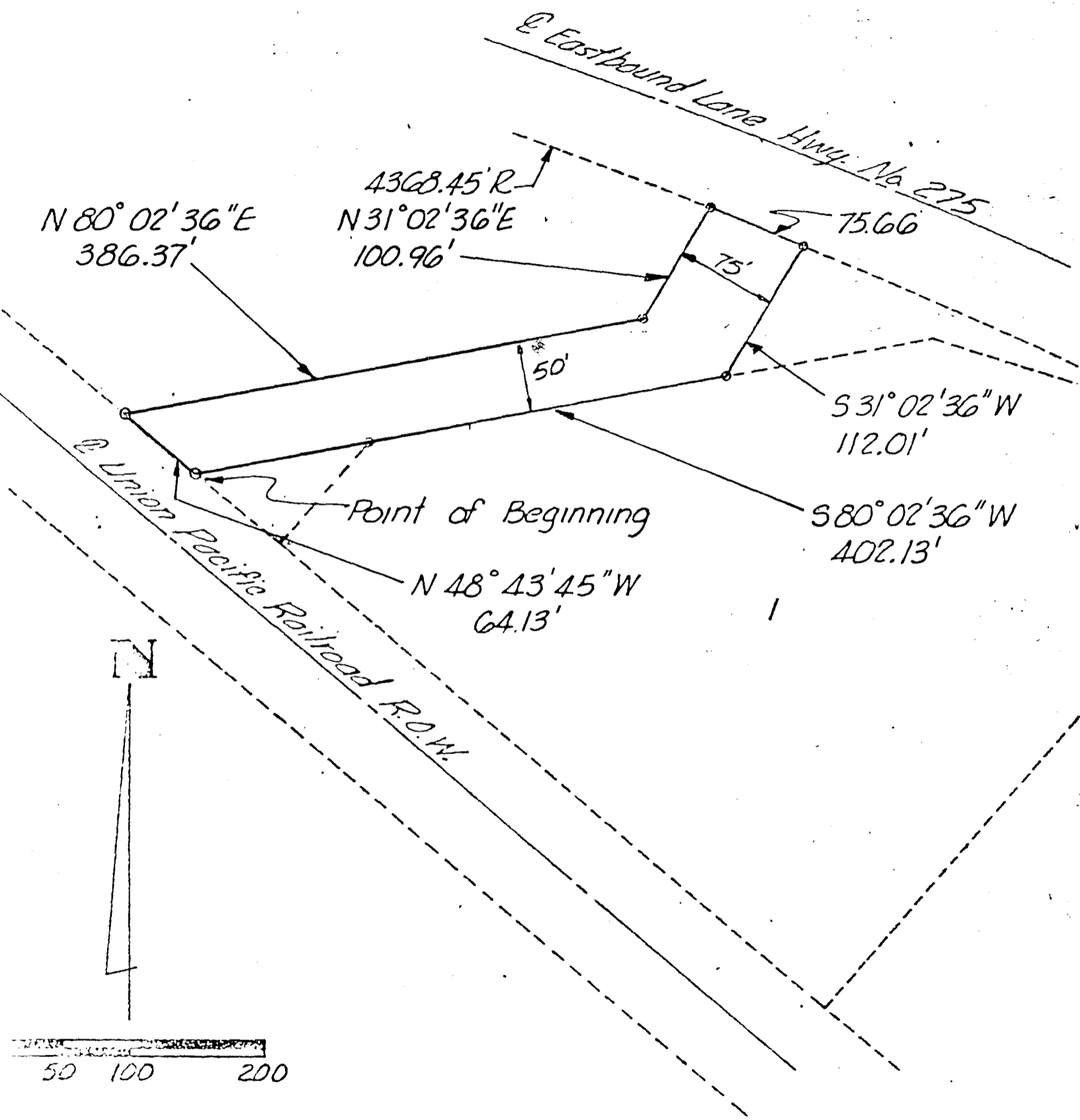
WITNESS my hand and Notarial Seal the day and year last-above written.

Betty M. Rockwood  
Notary Public

My Commission expires October 24, 1976



BETTY M. ROCKWOOD  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
October 24, 1976



29

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 11 DAY OF June 1973 AT 3:41 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

12.25

EXHIBIT "A"