

17-15-12

BOOK 519 PAGE 267

EASEMENT

For valuable consideration, MIDLANDS CORPORATION, hereinafter referred to as "Grantor," hereby grants and conveys to SANITARY AND IMPROVEMENT DISTRICT NO. 259, hereinafter referred to as "Grantee," one easement, as indicated on Exhibit "A" attached hereto, and described as follows:

A 20 foot wide permanent sanitary and drainage easement, being more particularly described as follows:

Commencing at the SE corner of NE 1/4 NE 1/4 Sec. 17, T15N, R12E of the 6th P.M., Douglas County, Nebraska; thence S 89 23' 10" W 350.2 feet to the Point-of-Beginning; thence S 89 23' 10" W 100.0 feet; thence North 20.0 feet; thence N 89 23' 10" E 100.0 feet; thence South 20.0 feet to the Point-of-Beginning.

On which the Grantee may construct, reconstruct, maintain, and repair an outfall sanitary sewer line. Grantee shall have the right to enter upon said easement area at any time to inspect, construct, reconstruct, maintain and repair said sanitary sewer line.

After completion of the initial installation of the sanitary sewer line, Grantee shall restore the easement area surface as nearly as possible to the condition existing prior to such work, and Grantee shall repair or restore any damage done by Grantee on any subsequent entry on the easement area.

Grantee agrees to perform any repair or maintenance necessary for the maintenance and operation of the above mentioned sanitary sewer line. Grantee further agrees to repair any and all damage which may be caused by its use of the above described easement.

Grantee is solely responsible for constructing, operating and maintaining the above described improvements, and Grantee shall indemnify and hold harmless the Grantor, its

BOOK 519 PAGE 268

successors and assigns from any and all claims for personal injury (including death) or damage to property arising out of or in connection with the constructing, operating or maintaining of the above described improvements.

Grantor agrees not to place any structure, building, or other permanent structure on the permanent easement area, but may place paving, grass and shrubs.

Grantor shall have the right to connect its own sanitary sewer disposal lines to the outfall to be constructed by Grantee in the permanent easement area, and Grantee shall make no charge for such connection. Grantor understands, however, that Grantee shall have no obligation to pay charges imposed by others for such connection, such as inspection fees of the City of Omaha.

This easement grant shall run in favor and be binding upon the respective assigns, executors, administrators, heirs, devisees, successors, contractors and agents of the Grantor and Grantee.

Dated this 23rd day of February, 1973.

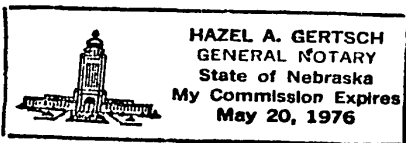
MIDLANDS CORPORATION
An Iowa Corporation, Grantor,

By Dale Ball

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of February, 1973, before me, a Notary Public duly commissioned and qualified in and for said County, personally came DALE BALL of MIDLANDS CORPORATION, to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Hazel A. Gertsch
Notary Public

GRANTEE:
SANITARY & IMPROVEMENT DISTRICT
NO. 259 OF DOUGLAS COUNTY, NEBRASKA

ATTEST:

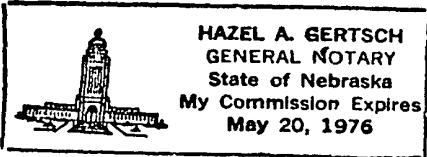
John G Peterson
Clerk

By *Dale Ball*
Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

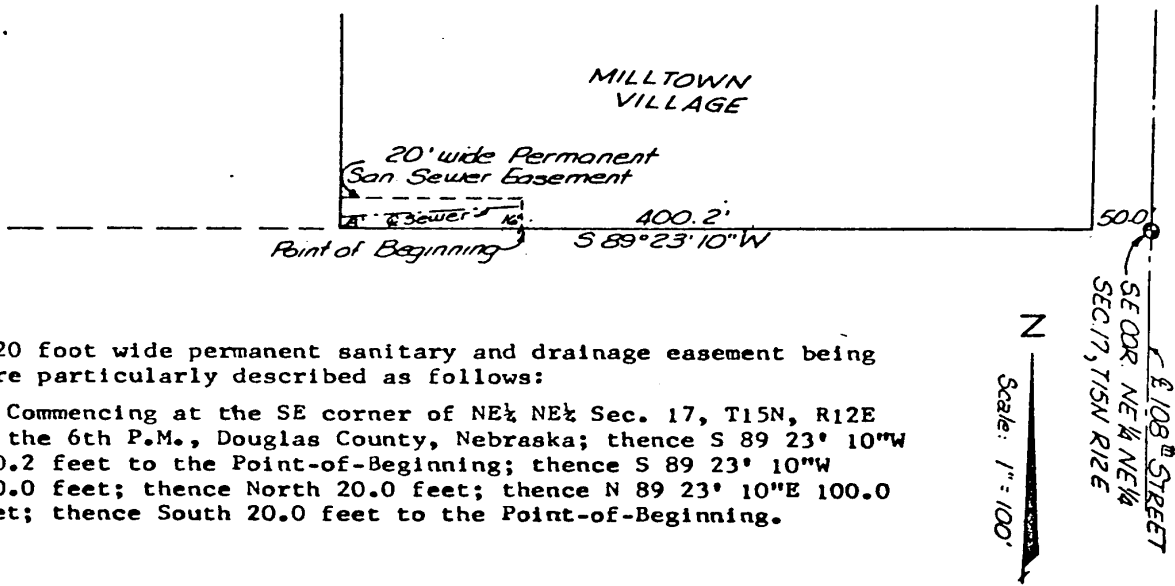
On this 23rd day of February 1973, before me a Notary Public duly commissioned and qualified in and for said County, personally came Dale Ball and John Peterson, to me personally known to be the Chairman and Clerk of Sanitary and Improvement District No. 259 of Douglas County, Nebraska, and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said District.

Witness my hand and notarial seal the day and year last above written.



Hazel A. Gertsch
Notary Public

BOOK 519 PAGE 270



A 20 foot wide permanent sanitary and drainage easement being more particularly described as follows:

Commencing at the SE corner of NE 1/4 NE 1/4 Sec. 17, T15N, R12E of the 6th P.M., Douglas County, Nebraska; thence S 89 23° 10"W 350.2 feet to the Point-of-Beginning; thence S 89 23° 10"W 100.0 feet; thence North 20.0 feet; thence N 89 23° 10"E 100.0 feet; thence South 20.0 feet to the Point-of-Beginning.

EXHIBIT "A"

D/Hman

RECORDED

FEB 27 11 11 25

THE STATE OF NEBRASKA }
 Douglas County }
 Entered in Numerical Index and filed
 for Record in the office of the Register of
 Deeds of said County and recorded in
 Book 519 of None
 Page 267

C. Harold Dettler

Register of Deeds
 By 17-15-12 Deputy

Ron Stuebel
 N 760 W Center G.P.M.P.G.
 Compared RE Fee 225

17-15-12