

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 20<sup>th</sup> day of November, 1984, between the undersigned Seldin Development and Management Company

(herein called "Grantor" whether one or more), and SANITARY AND IMPROVEMENT DISTRICT NO. 31 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:

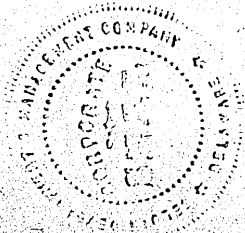
1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent sewer and drainage easement in, through, under, over, on and across Lot See Exhibit A & B a subdivision in Douglas County, Nebraska. The width and exact location of said permanent easementway is described in EXHIBIT "A" attached hereto and by this reference incorporated herein. This easement runs with the land.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of a storm sewer including all related or necessary appurtenances thereto and the transmission through said sewers of storm waters sewage. 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 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 storm sewer improvements as public facilities; and PROVIDED further that Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property owned by Grantor described and identified as a temporary construction easement on said EXHIBIT "A" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said storm sewer facilities, or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this permanent easement grant, said Grantee, Sanitary and Improvement District No. 31 of Douglas County, Nebraska, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof. Grantor reserves the right to construct surface parking over said easement and to connect thereto without payment of any charge or fee.

4. Grantor herein, for himself or itself, his heirs, personal representatives, 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 they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever, notwithstanding the above, Grantor makes no covenants of title or quiet enjoyment and conveys only its own interest in the property, if any. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

EXECUTED on the day and year first above written.



SELDIN DEVELOPMENT & MANAGEMENT CO.

By: Theodore M. Seldin, VP Pres.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

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 \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

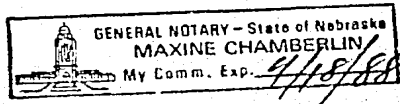
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 20th day of November, 19 84, before me, the undersigned, a Notary Public in and for said County, personally came Theodore M. Seldin, Vice President of Seldin Development & Management Company a Delaware Corporation, and \_\_\_\_\_

Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation 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 Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Maxine Chamberlin  
NOTARY PUBLIC



My Commission expires April 18, 1988

## EXHIBIT A

## PERMANENT SEWER AND DRAINAGE EASEMENT

A permanent sewer and drainage easement over and across that part of Lot 9, Montclair on the Green, a subdivision in Douglas County, Nebraska, being more particularly described as follows; Commencing at the Northeast corner of said Lot 9; Thence South  $11^{\circ}54'04''$  West (an assumed bearing) along the East line of said Lot 9, a distance of 15.00 feet to the Point of Beginning, said point being on South line of a permanent sewer and drainage easement previously recorded in Book 494, Page 531 in the records of the Douglas County Register of Deeds; Thence continuing South  $11^{\circ}54'04''$  West along the East line of said Lot 9, a distance of 21.47 feet; Thence North  $67^{\circ}33'16''$  West a distance of 58.51 feet; Thence South  $63^{\circ}12'55''$  West along the Northwesterly line of Lot 7 Montclair on the Green and said line's Northeasterly projection per filed plat of Montclair on the Green, a distance of 58.61 feet to a point at the Southerly line of a 20 foot sewer and drainage easement as per filed plat of Montclair on the Green; Thence North  $56^{\circ}58'44''$  East along the Southerly line of said platted easement a distance of 67.81 feet to a point on the Southerly line of said previously recorded easement; Thence South  $77^{\circ}36'06''$  East along the Southerly line of said previously recorded easement a distance of 55.27 feet to the Point of Beginning.

(See Attached Sketch)

S.I.D. #31

210108-A

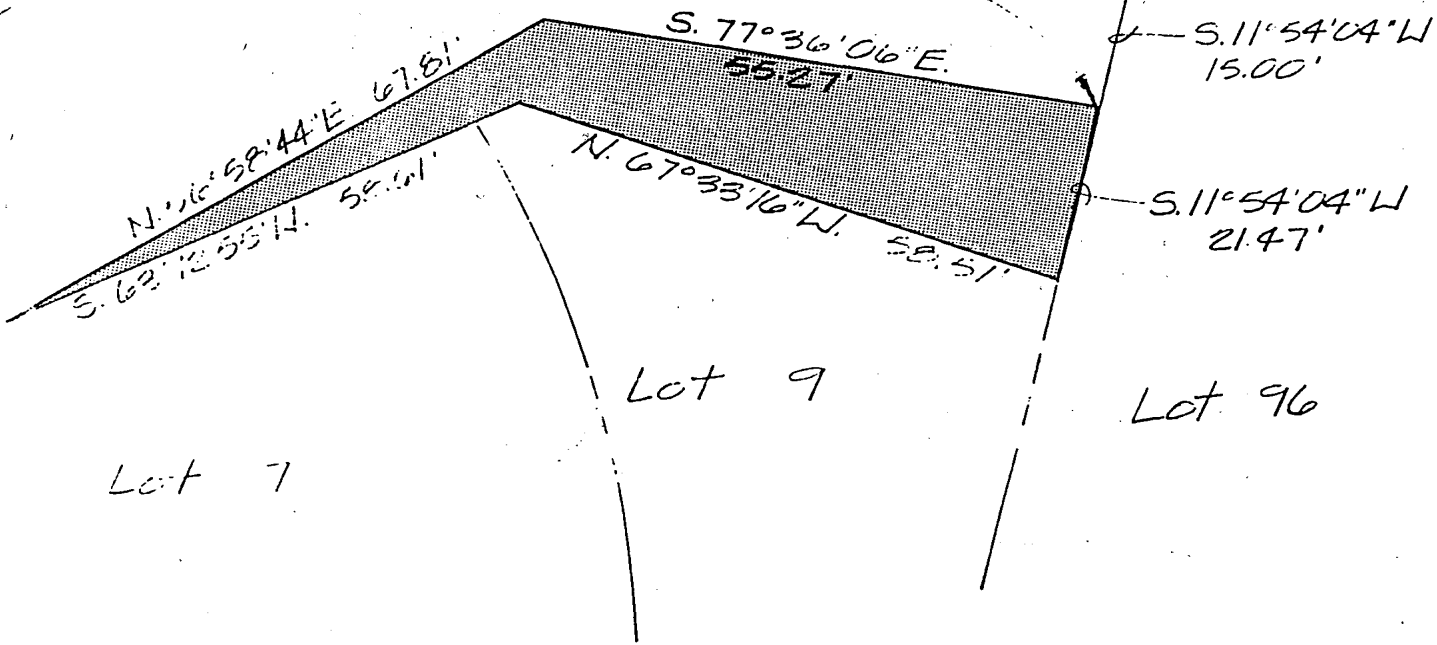


Scale: 1" = 20'

+ 6

N.E. Corner  
Lot No. 9

Point of Beginning



Permanent Sewer and  
Drainage Easement

See Attached Legal Description

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS • ENGINEERS • PLANNERS

DESIGNED RSS DRAWN CJB CHECKED GDT DATE 10/84 SHEET NO. \_\_\_\_\_

## EXHIBIT B

## PERMANENT SEWER AND DRAINAGE EASEMENT

A permanent sewer and drainage easement over and across that part of Lot 96, Montclair of Westwood South, a subdivision in Douglas County, Nebraska, being more particularly described as follows: Commencing at the Northeast corner of said Lot 96, Thence proceeding Northwesterly along the North line of said Lot 96 a distance of 230.26 feet to the true Point of Beginning; Thence South  $41^{\circ}53'00''$  West (an assumed bearing) a distance of 116.74 feet; Thence South  $67^{\circ}03'01''$  West a distance of 284.62 feet; Thence North  $67^{\circ}33'16''$  West a distance of 28.53 feet to a point on the East line of Lot 9, Montclair on the Green, a subdivision in Douglas County, Nebraska; Thence North  $11^{\circ}54'04''$  East along the Southeasterly line of said Lot 9 a distance of 21.47 feet to a point on the Southerly line of a permanent sewer and drainage easement previously recorded in Book 494, Page 531, in the records of the Douglas County Register of Deeds; Thence South  $77^{\circ}36'06''$  East along the South line of said previously recorded easement a distance of 45.43 feet; Thence North  $57^{\circ}08'42''$  East along the South line of said previously recorded easement a distance of 248.04 feet; Thence North  $47^{\circ}59'10''$  East along the South line of said previously recorded easement a distance of 116.93 feet to the Northerly line of said Lot 96; Thence Southeasterly along said Lot line a distance of 9.11 to the true Point of Beginning.

(See Attached Sketch)

S.I.D. #31

210108-B

Lot 9

1.67° 33' 16" W  
28.53'

N. 11° 54' 04" E.  
21.47'

S. 77° 36' 06" E.  
45.43'



Scale: 1" = 50'

Lot 96

S. 67° 00' 30" W  
284.12'

N. 57° 00' 42" E.  
248.004'

Previously Recorded Easement  
Book 494, Page 531

N. 47° 59' 10" E  
116.93'

Point of Beginning

S. 41° 53' 00" W  
116.74'

9.11'  
230.26'

E. Augusta Ave.

Permanent Sewer and  
Drainage Easement

See Attached Legal Description

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED RSS DRAWN CJB CHECKED GDT DATE 10/84 SHEET NO. \_\_\_\_\_

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*76 pages*

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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