

104 US westerly + southwesterly
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PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 23rd day of January, 1968, between the undersigned, OAKS, INC., a Nebraska corporation, (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 152 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

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 real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement fifty (50) feet in width over, on and under certain real estate located in Section Seven (7), Township Fourteen North (T14N), Range Twelve East (R12E) of the 6th P.M., in Douglas County, Nebraska, the center-line of said perpetual easement being described as follows:

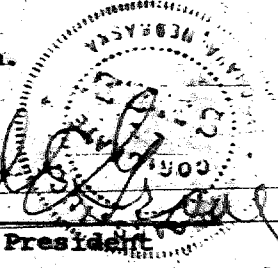
Beginning at a point on the east right-of-way line of the County road which runs diagonally through said Section 7, and more particularly on said east line a distance of 2004 feet southeasterly measured along said east line from the south line of the Northeast quarter of said Section 7; thence, northeasterly at right angles to said east line a distance of fifty feet.

2. The scope and purpose of said easement is for access to and for the use, repair, maintenance, replacement and renewal of storm water control structures located therein, consisting of a reinforced concrete drainage structure thirty-five feet long, 17 feet high, 1.2 feet wide, complete with flap gates and all necessary flumes, footings and aprons, and all other appurtenances related thereto, and the transmission of storm water through said easement-way from the property now or hereafter served by Grantee and its assigns. The Grantee and its contractor and engineers shall have the full right and authority to enter upon said easement-way in order to perform any of the acts and functions described within the scope and purpose of this easement.

3. Grantor herein for itself or its successors does hereby covenant and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to grant said easement-way; and Grantor further hereby covenants to warrant and defend said easement-way against the lawful claims of all persons whomsoever.

EXECUTED the day and year first above written.

OAKS, INC., Grantor



Attest: *John A. [Signature]*

By: *Harold [Signature]*
President

