

RECEIVED

AUG 4 11 45 AM '94

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



AFTER RECORDING RETURN TO:

JAMES F. KASHER  
CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, P.C.  
2120 S 72 ST STE 1250  
OMAHA NE 68124

*B 9439*  
FEE 15.50 R 2-15-1  
DEL  
LEGAL FEE 312  
*10 of 6000*  
*8*

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **KAIROS, INC.**, a Nebraska corporation, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 388 OF DOUGLAS COUNTY, NEBRASKA,** and **THE CITY OF OMAHA, in the State of Nebraska,** a Municipal corporation, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Douglas County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of outfall sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge. 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 outfall sewer pipeline, manholes and other related appurtenances are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 388 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said 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 construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens.

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 perpetual sanitary outfall sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument 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, has caused the due execution hereof as of the 21<sup>st</sup> day of June, 1994.

KAIROS, INC.

By: Byron B. Will  
Title: President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 1994, by Byron B. Will, of KAIROS, INC., a Nebraska corporation, on behalf of the Corporation.

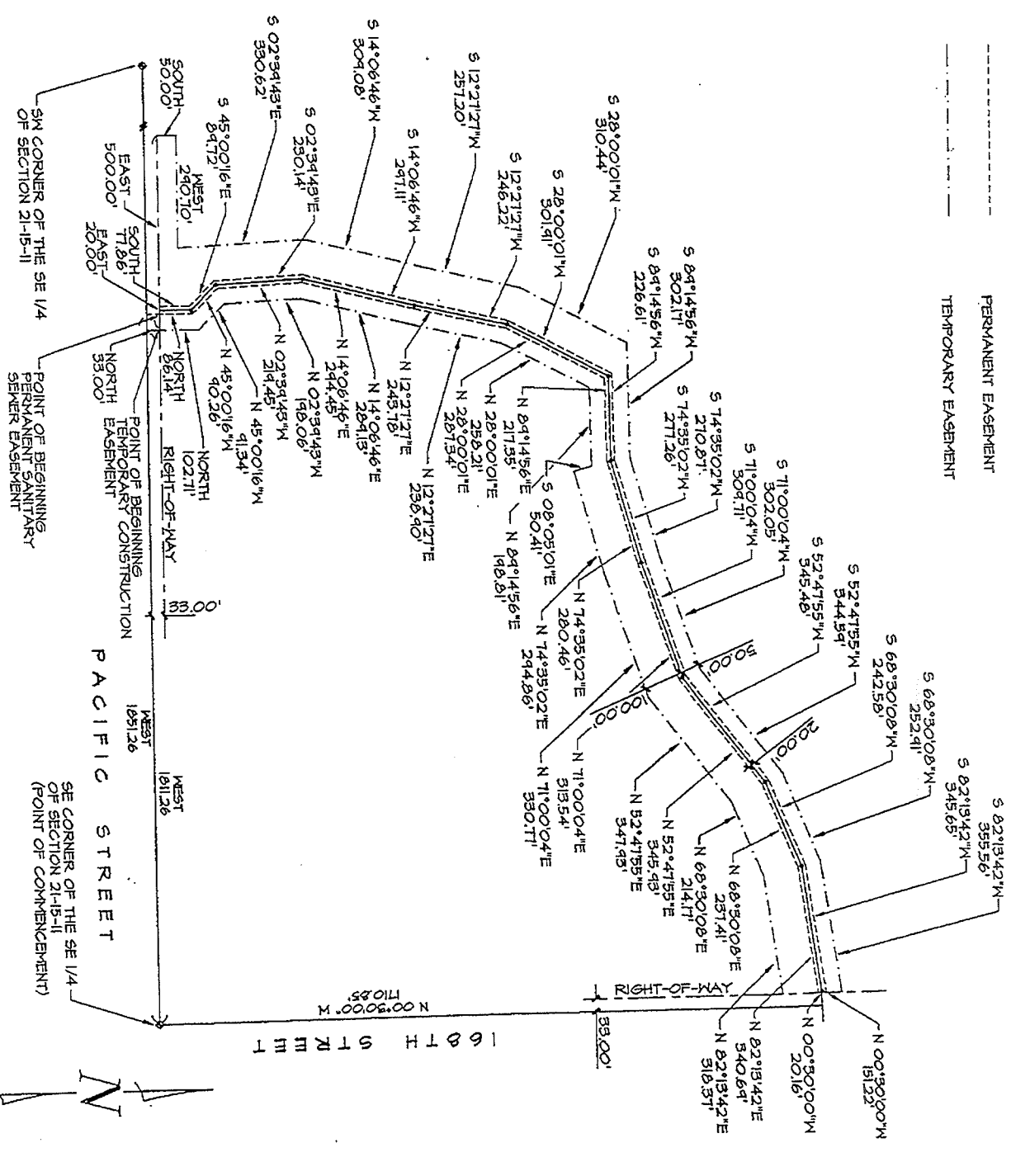


Aimee J. Maley  
Notary Public

SANOUTFALLEAS

LEGEND:

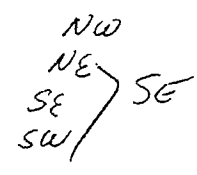
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



**TWENTY FOOT WIDE PERMANENT SANITARY SEWER EASEMENT**

A TWENTY FOOT WIDE PERMANENT SANITARY SEWER EASEMENT OVER THAT PART OF THE SE 1/4 OF SECTION 21, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4; THENCE WEST (ASSUMED BEARINGS) 1851.26 FEET; THENCE NORTH 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86.14 FEET; THENCE N 45°00'16"W 90.26 FEET; THENCE N 02°39'43"W 219.45 FEET; THENCE N 14°06'46"E 244.45 FEET; THENCE N 12°27'27"E 243.78 FEET; THENCE N 28°00'01"E 287.34 FEET; THENCE N 84°14'56"E 217.35 FEET; THENCE N 74°35'02"E 280.46 FEET; THENCE N 71°00'04"E 313.54 FEET; THENCE N 52°47'55"E 345.93 FEET; THENCE N 68°30'08"E 237.41 FEET; THENCE N 82°13'42"E 340.69 FEET TO A POINT ON A LINE 33.00 FEET WEST OF THE EAST LINE OF SAID SE 1/4; THENCE N 00°30'00"W 20.16 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4; THENCE S 82°13'42"W 345.65 FEET; THENCE S 68°30'08"W 242.58 FEET; THENCE S 52°47'55"W 345.48 FEET; THENCE S 71°00'04"W 309.71 FEET; THENCE S 74°35'02"W 271.26 FEET; THENCE S 84°14'56"W 226.61 FEET; THENCE S 28°00'01"W 301.91 FEET; THENCE S 12°27'27"W 246.22 FEET; THENCE S 14°06'46"W 297.11 FEET; THENCE S 02°39'43"E 230.14 FEET; THENCE S 45°00'16"E 84.72 FEET; THENCE SOUTH 71.86 FEET TO A POINT ON A LINE 33.00 FEET NORTH OF THE SOUTH LINE OF THE SAID SE 1/4; THENCE EAST 20.00 FEET ON A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING.

(CONTAINING 1.37 ACRES MORE OR LESS)



SCALE: 1" = 300'



**THOMPSON, DRESSEN & DORNIER, INC.**  
 Consulting Engineers & Land Surveyors  
 10866 OLD HILL ROAD  
 OMAHA, NE 68134  
 (402) 390-2600

**OUTFALL SANITARY SEWER EASEMENTS**  
 SANITARY & IMPROVEMENT DISTRICT  
 \* 888 OF DOUGLAS COUNTY, NEBRASKA

AS SHOWN
TCD
MFD