

PERPETUAL EASEMENT

BOOK 418 PAGE 175

THIS EASEMENT AGREEMENT made this 9th day of October, 1964, between the undersigned M & H REALTY CO., a Nebraska corporation, (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 94 OF DOUGLAS COUNTY, NEBRASKA (herein called Grantee"),

WITNESSETH:

1. In consideration of One Dollar 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 over, on and under the South Five (5') feet of Lot Twenty-Six (26) and the North Five (5') feet of Lot Twenty-Seven (27), all in Ridgeview Terrace, a subdivision in Douglas County, Nebraska.

2. The scope and purpose of said easement is for the inspection, repair, maintenance, replacement and renewal of a sanitary sewer line and the transmission through said sewer line of sanitary sewage from the property now or hereafter served by Grantee, its successors and assigns. The Grantee and its contractor and engineers shall have 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. By accepting the foregoing easement Grantee agrees to make good or cause to be made good to the owner or owners of the property in which said sewer is constructed any and all damage that may be done by reason of negligent repairs, maintenance, inspection, replacement and renewal of said sewer line which results in 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.

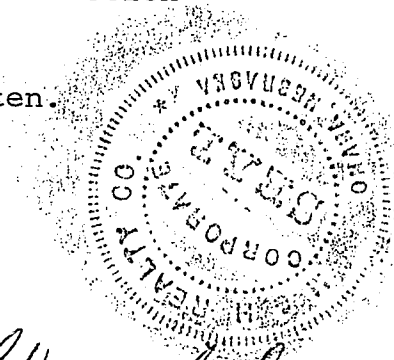
4. Upon annexation of the above-described real property by the City of Omaha, Douglas County, Nebraska, said City of Omaha shall then succeed to said above-described perpetual easement, including all of the rights and responsibilities in connection therewith.

EXECUTED the day and year first above written.

M & H REALTY, CO.,
Grantor

Attest:

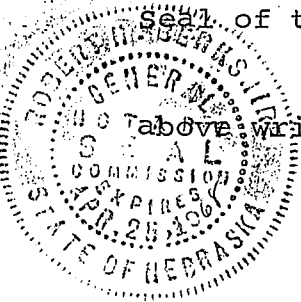
Jack A. Marshall, by Russell L. Hannibal
President



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On the day and year first above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came RUSSELL L. HANNIBAL, President of M & H REALTY CO., to me personally known to be the President and the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notary Seal the day and year first above written.



Robert M. Berkshire

 Notary Public

My Commission Expires:

April 25, 1968

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THOMAS J. O'CONNOR
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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Mail
 M & H Realty Co
 (Marshall-Hannibal Co)
 73 / 731 4867 Pacific