

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 29th day of May, 1967, between the undersigned ROYALWOOD ESTATES, INC., a Nebraska corporation (herein called "Grantor") 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 "Grantees" 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 Grantees, their successors and assigns, a perpetual sewer and drainage easement over, on and under a strip of land twenty (20) feet in width, the center-line of which is the common boundary line between Lots Two Hundred Nineteen (219) and Two Hundred Twenty (220), in Royalwood Estates, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a 24-inch storm sewer pipe line, including all necessary manholes and other appurtenances, and the transmission through said storm sewer pipeline of storm water from the property now or hereafter served by Grantees, their successors and assigns. The Grantees and their 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 purpose of this easement. The exact location of said storm sewer pipeline in the permanent easementway shall be fixed and determined by the engineer for Grantees, 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 sewer is to be constructed shall be annexed as a part of said City and said City shall have a legal obligation to maintain said sewer as a public sewer.

3. By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 31 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer is to be constructed, to make good or cause to be made good to the owner or owners of the property in which said sewer is to be constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of 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.

