

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ELLA RYCHLY, a widow hereinafter referred to as "Grantor", for and in consideration of One Dollar (\$1.00) and other valuable consideration as herein recited, does hereby grant and convey unto THE CITY OF OMAHA, NEBRASKA, hereinafter referred to as "City", and to its successors and assigns, a perpetual easement for and the right to construct, maintain, or operate an 8" sanitary sewer line and appurtenances thereto, in, through and under or over the parcel of land as shown on Exhibit "A" which is attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said 8" sanitary outfall sewer line at the will of the City. The Grantor may, following construction of said 8" sanitary outfall sewer line continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings or other structures shall be placed in, on, over, or across said easement strip by Grantor, her successors and assigns, without express approval of the City.
2. That the City will replace or rebuild any and all damages to improvements on said property caused by City exercising its rights of inspecting or maintaining said 8" sanitary outfall sewer line except that, damage to, or loss of, trees and shrubbery will not be compensated for by the City.
3. This easement is also for the benefit of any contractor, agent, employee, or representative of the City and any of said construction and work.
4. That said Grantor for herself and her heirs, executors and administrators, confirms with the City and its assigns, that the Grantor is well seized in fee of the above-described property and that she has the right to grant and convey this easement in the manner and form aforesaid, and that she and her heirs, personal representatives and assigns shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees, within the easement area, as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement, if and as applicable, between the Grantor and the City or its agents; and that the Grantor, in execution and delivering this instrument, has not relied upon any promises, inducements, or representations of the City or its agents or employees, except as are set forth herein.

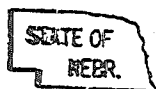
IN WITNESS WHEREOF, said Grantor has hereunto set her hand at Omaha, Douglas County, Nebraska, this 28th day of April, 1978.

Ella Rychly  
Ella Rychly, Grantor

STATE OF NEBRASKA     )  
                              )  
County of Douglas     )     ss.

On this 24th day of April, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came ELLA RYCHLY, single, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



GENERAL NOTARY  
KARON K. HANSEN  
MY COMMISSION EXPIRES  
JULY 29, 1981

Karon K. Hansen  
Notary Public

The North ten (10) feet of that part of the NW $\frac{1}{4}$  of Section 2, T14N, R12E of the 6th P.M. in Douglas County more particularly described as follows: Commencing at the Northwest corner of Section 2, T14N, R12E of the 6th P.M.; thence East along the North line of Section 2 a distance of 721.3 feet; thence Southerly perpendicular to the North line of said Section 2 a distance of 50.0 feet to the point of beginning; thence Easterly and parallel to the North line of said Section 2 a distance of 231.83 feet more or less to the Northwest corner of Lot 1 Donlee Industrial Park; thence Southerly along the Westerly lines of Lots 1, 2 and 3 of said Donlee Industrial Park a distance of 514.34 feet to the Northeast corner of Lot 4, Donlee Industrial Park; thence Westerly on the North line of Lots 4 and 5, Donlee Industrial Park a distance of 232.01 feet more or less to the Southeasterly corner of that parcel deeded to BAR-HD, Ltd. on June 16, 1977 and recorded in Book 1572 at page 290, Douglas County Register of Deeds; thence Northerly a distance of 489.34 feet more or less to the point of beginning.

And

The North Ten (10) feet of the East Thirty (30) feet of a part of the Northwest Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., Omaha, Douglas County, Nebraska, more particularly described as: Beginning at a point 50.00 feet South of the North line of and 75.00 feet East of the West line of said Section 2; thence Easterly, along a line 50.00 feet South of and parallel to the North line of said Section 2, a distance of 444.85 $\frac{1}{2}$  feet; thence Southerly, perpendicular to the North line of said Section 2, a distance of 490.01 feet; thence Westerly 266.58 feet; thence Northerly 150.00 feet, thence Westerly 200.00 feet, to a point 50.00 feet East of the West line of and 399.27 feet South of the North line of said Section 2; thence Northerly, parallel to the West line of said Section 2, a distance of 324.27 feet; thence Northeasterly (N45°E) a distance of 35.35 feet to the point of beginning and containing a calculated area of 4.62 acres.

RECEIVED  
1978 MAY 22 AM 9:38  
CLARENCE DOSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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