



BK 0823 PG 639



MISC 1987 14410

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT

WHEREAS, XH LAND & CATTLE COMPANY, INC., a Nebraska corporation (herein referred to as the "Grantor") desires to grant a perpetual storm sewer and drainage easement over certain property owned by the Grantor to SANITARY AND IMPROVEMENT DISTRICT NO. 295 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, a municipal corporation, and the STATE OF NEBRASKA (herein collectively referred to as the "Grantee" except as otherwise noted);

NOW, THEREFORE, in consideration of One and no/100 Dollars (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibit A does herewith give and grant unto the Grantee, its successors and assigns, a perpetual storm sewer and drainage easement over, on, across, under the property as shown on Exhibit A attached hereto and incorporated herein by reference all as set out herein.

1. The scope and purpose of the easement is for the construction, repair, maintenance, replacement and renewal of storm sewer pipe lines and a storm water drainageway, including all necessary manholes and other related appurtenances, and the transmission through said sewers and drainageway of storm water. The Grantee 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 said easement. Provided, however, that the rights in said easements of the City of Omaha shall have no force and effect unless and until the property on which said storm sewer and drainageway improvements are constructed shall be annexed as a part of said City of Omaha and the City of Omaha shall have a legal obligation to maintain said improvements as public facilities.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 295 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha agrees effective with the annexation of the property on which such improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any or all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or construction in the way or damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines, trees, bushes, 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.

3. 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 such premises, that the Grantor has good right, and lawful authority

to grant said easement, and that the Grantor further hereby covenants to warrant and defend said easement against the lawful claims of all persons whomsoever.

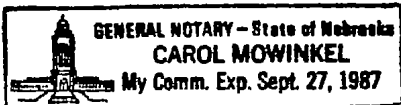
4. This Easement shall be binding upon the successors and assigns of the respective parties hereto.

XH LAND & CATTLE COMPANY, INC.,  
a Nebraska corporation,

By *E. J. Fitzpatrick*

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4 day of August, 1987, by *E. J. Fitzpatrick*, of XH Land & Cattle Company, Inc., a Nebraska corporation, on behalf of the corporation.



*Carol Mowinkel*  
Notary Public

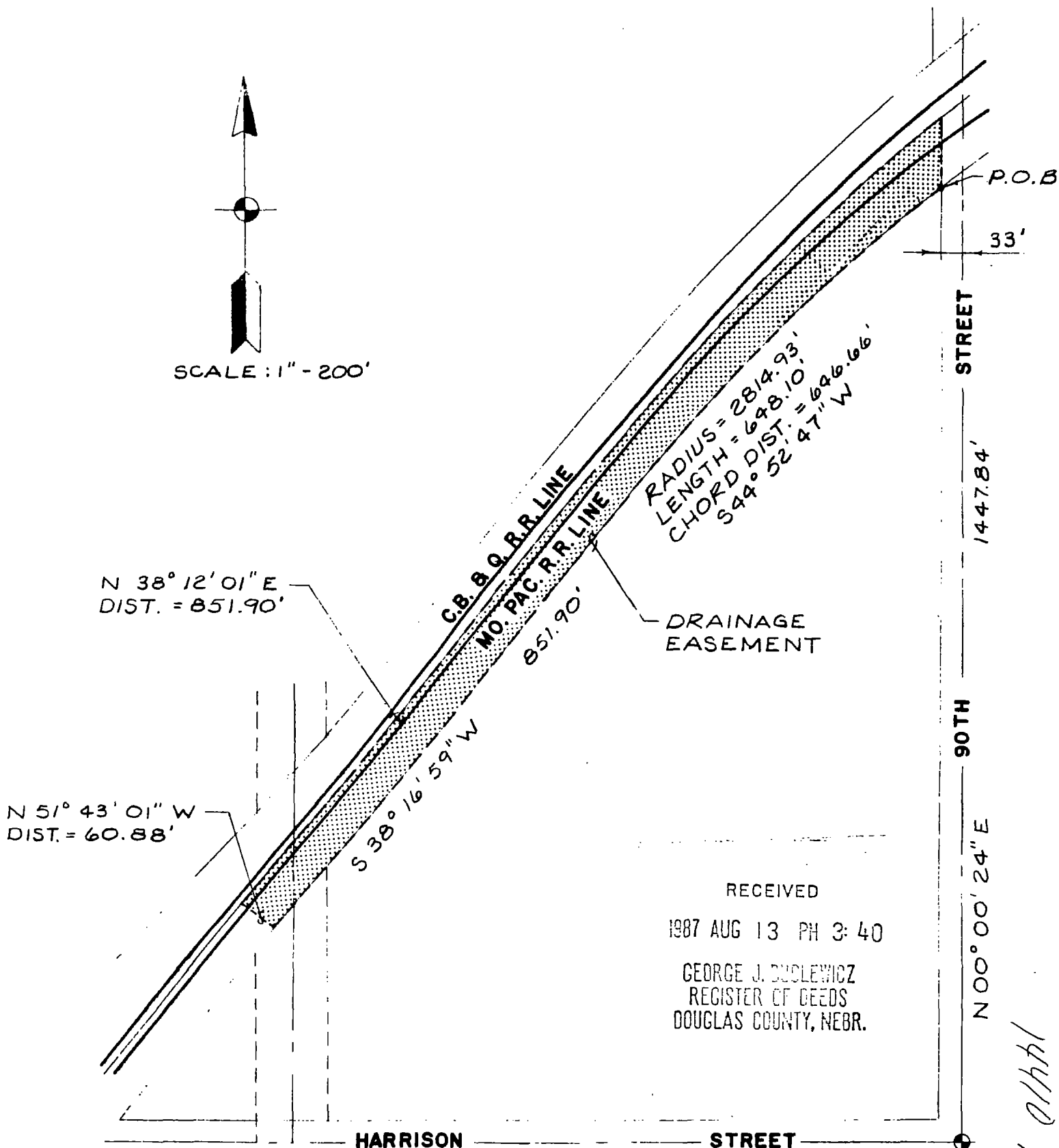
# EXHIBIT A

## DRAINAGE EASEMENT

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AN EASEMENT LOCATED ON THE EXISTING MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY IN THE SOUTHWEST QUARTER OF SECTION 10 TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH  $0^{\circ} 00' 24''$  EAST ALONG THE CENTER LINE OF SAID SECTION 10 A DISTANCE OF 1447.84 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST (ASSUMED BEARING) A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MISSOURI PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY ON A 2814.93 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 648.10 FEET TO A POINT OF TANGENCY (SAID CURVE HAS A CHORD BEARING SOUTH  $44^{\circ} 52' 47''$  WEST AND A CHORD DISTANCE OF 646.66 FEET); THENCE SOUTH  $38^{\circ} 16' 59''$  WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 851.9 FEET; THENCE NORTH  $51^{\circ} 43' 01''$  WEST A DISTANCE OF 60.88 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MISSOURI PACIFIC RAILROAD AND THE SOUTH EASTERLY RIGHT-OF-WAY OF BURLINGTON RAILROAD; THENCE NORTHEASTERLY ALONG SAID COMMON RIGHT-OF-WAY TO A POINT 33 FEET WEST OF THE CENTERLINE OF SAID SECTION 10; THENCE SOUTH  $00^{\circ} 00' 24''$  WEST TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2.449 ACRES, MORE OR LESS.



823 N 10-14-12 SR C/O FEE 15.50  
639-64 N 10-14-12 DEL VIK MC  
MEAD COMP MA FIB 01-6.00

SE COR. SW 1/4  
SEC. 10 T-14N R-12E

14410 MISCELL