

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this first day of April, 1980, between the undersigned BROOK HOLLOW, INC. (herein called "Grantor"), and the CITY OF OMAHA in the State of Nebraska, a Municipal Corporation (hereinafter collectively called "Grantee" 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 Grantee and its successors and assigns forever a non-exclusive, permanent sewer and drainage easement in, through, under, over, on and across Lots 146 and 147 in Bel-Air Addition to City of Omaha, a subdivision in Douglas County, Nebraska. The width and exact location of said permanent easementway is described in EXHIBIT "A" attached hereto and by this reference incorporated herein. This easement runs with the land.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of a sanitary sewer main including all related or necessary appurtenances thereto and the transmission through said sewers of sanitary sewage. The Grantee and its contractors 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.

3. By accepting and recording this permanent easement grant, said Grantee covenants and agrees to cause any trench made on said real property to be properly re-filled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction or maintenance work in said real property to such condition as exists on date hereof.

4. Grantor herein, for itself 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 easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the successors and assigns of the respective parties hereto.

EXECUTED on the day and year first-above written.

BROOK HOLLOW, INC.

By: Harold E. Grove  
President

STATE OF NEBRASKA) On the day and year first-above written before me, the under-  
)ss. signed, a Notary Public in and for said County, personally  
COUNTY OF DOUGLAS) came HAROLD E. GROVE, President of Brook Hollow, Inc., (a  
corporation) to me personally known to be the President and the identical person  
whose name is affixed to the above Perpetual Easement, and acknowledged the execution  
thereof to be his voluntary act and deed as such officer and the voluntary act and  
deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year first-above written.



Beverly Ann Divoll  
Notary Public

(see Reverse Side)

1 Misc

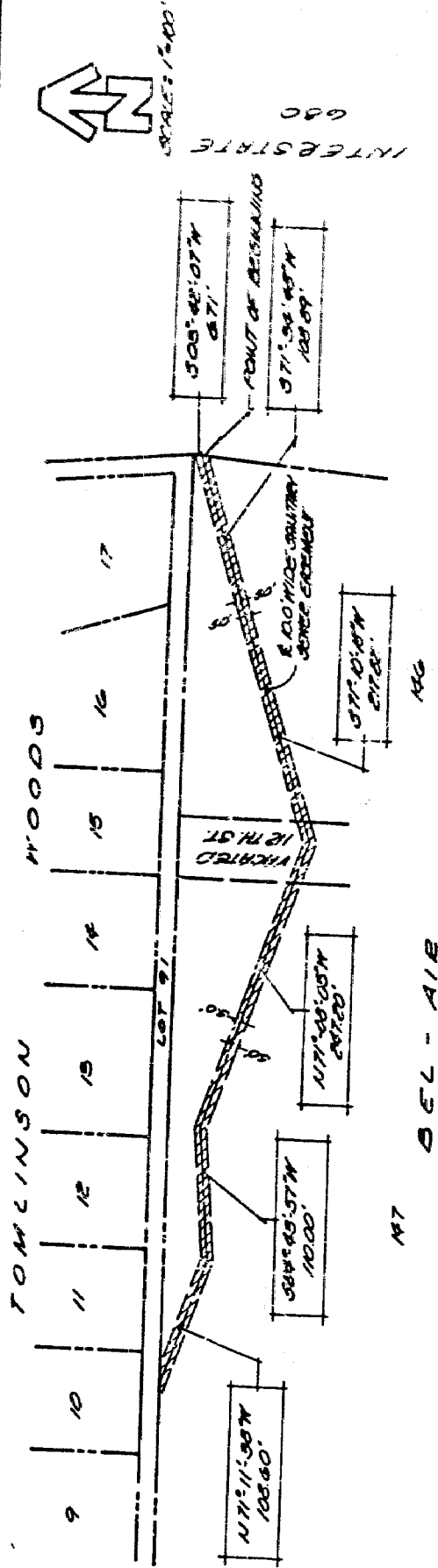
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C. HAROLD PETER  
REGISTERED ENGINEER  
DOUGLAS COUNTY, NEBR.

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Index  
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LEGAL DESCRIPTION:

A 10.00 foot wide Sanitary Sewer Easement through a part of Lots 146 and 147, Bel-Air, as surveyed, platted and recorded in the South 1/4 of the NE1/4 of Section 29-T15N-R12E of the 6th P.M., Douglas County, Nebraska, and a part of vacated 112th Street, said Lot 146 and on the Westerly R.O.W. line of the Interstate Highway (said point also being the S.E. corner of Lot 91, Tomlinson Woods, as surveyed, platted and recorded in said Douglas County); thence S 03° 42' 07" W on the Westerly R.O.W. line of said Interstate Highway, 6.71 feet to the point of beginning; thence S 73° 34' 48" W, 108.89 feet; thence S 71° 07' 07" W, 108.60 feet; thence S 71° 07' 07" W, 108.60 feet; thence S 71° 07' 07" W, 108.60 feet; thence N 71° 03' 07" W, 110.00 feet; thence N 71° 03' 07" W, 110.00 feet; thence N 71° 03' 07" W, 108.60 feet to the North line of said Lot 147 and the point of termination of this easement. In the above legal description the Hal Grove-Brook Hollow December 11, 1973

Exhibit "A"

Return to  
Thompson, Vicesse, & Vonn  
10730 Pacific  
Omaha Neb 68114