

KNOW ALL MEN BE THESE PRESENTS:

THAT Omaha Industrial Foundation
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three
Thousand One Hundred Dollars (\$ 3900.00) and other valuable consideration, the receipt of
which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a
Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right
to construct, maintain and operate a _____ Sewer,
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

(SEE ATTACHED EXHIBIT "A" FOR PERMANENT SEWER EASEMENT)

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 Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, 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 grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. 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 himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, 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 executing 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 or have hereunto set his or their hand(s) this 20 day of June A.D., 1983

OMAHA INDUSTRIAL FOUNDATION

Name of Corporation

Corporate Seal

X By

Paul Testa

President

Attest

Secretary

Form C

Revised 11/30/82

(Acknowledged on reverse side hereof)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this ___ day of ___, 19___, before me a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 22 day of June, 1983, before me, the undersigned, a Notary Public in and for said County, personally came Dale J. Koles

A Omaha Industrial Foundation Corporation, and R. Diana Anderson Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Diane M. Micek
NOTARY-PUBLIC
GENERAL NOTARY - State of Nebraska
DIANE M. MICEK
My Comm. Exp. June 20, 1985

My Commission expires June 20, 1985

Exhibit "A"

BOOK 694 PAGE 434

PERMANENT EASEMENT:

A 25 foot wide permanent easement, being the East 25 feet of the West 75 feet of the North 964.6 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 16 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, also being part of Lot 4, Riverfront Industrial Park, an Addition to the City of Omaha, Douglas County, Nebraska. Also, a permanent easement of varying width, as referenced to the following described line: Beginning at a point 44.50 feet east of the southwest corner of the NE $\frac{1}{4}$ of Section 35, Township 16 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, and on the South line of said NE $\frac{1}{4}$ of Section 25, Thence turning an angle of 65° 40' 40" from East to Northeast and running northeast for 47.50 feet, for which distance the permanent easement shall extend 12.50 feet on the left or northwesterly side and 28.20 feet on the right of southeasterly side of the described line, Thence continuing northeasterly on the last described course for 914.51 feet on the centerline of a 25 foot wide permanent easement, Thence turning a deflection angle of 44° 16' 21" to the right and continuing northeasterly for 44.00 feet on the center line of said 25 foot wide permanent easement, Thence turning a deflection angle of 22° 48' 13" to the left and continuing northeasterly for 69.00 feet on the center line of said 25 foot wide permanent easement, Thence turning a deflection angle of 20° 34' 50" to the left and continuing northeasterly for 250 feet on the center line of said 25 foot wide permanent easement to the terminal point of said easement. Excepting therefrom that part lying within Lot 11, Riverfront Industrial Park. Also excepting therefrom that part lying within the 20.0 foot wide strip of land deeded to Union Pacific Railroad Company in Deed Book 1507 at Page 261. Excepting there from that part within existing street rights-of-way and subject to existing easements for utilities, sewers, "Barge Channel Maintenance Easement" and restrictions that apply to the area between the shore line and the "Bulkhead Line" as shown on the Plat of Riverfront Industrial Park. It is the intent of this easement that no part shall extend beyond the "Bulkhead Line" as shown on said plat. Said easement also being part of Lots 4, 14, 19 and the Barge Channel adjacent to Lot 19, Riverfront Industrial Park, an Addition to the City of Omaha, Douglas County, Nebraska. Note: The exterior lines of said easement shall be lengthened or shortened to make the necessary intersections. Containing a net area of 43,530.0 square feet or 0.999 acres.

RECEIVED
1983 AUG -9 AM 9:20
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Compd 10.00
Index
82-830,835,838
6/19/83

CITY OF OMAHA Public Works Department

Owner(s) Omaha Industrial Foundation

Land Acquisition

S.F.

Address

Permanent Easement

S.F.

Temporary Easement

S.F.

Project No.

S.P. 77-21
IX-5098(2)

Date Completed

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Revision Date

Revising Date

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BOOK