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EASEMENT AGREEMENT

THIS AGREEMENT made this 26 day of SEPTEMBER, 1977, by and between Louise DeMarco, Innocente Louis DeMarco, Lynn I. DeMarco, Peter R. DeMarco, and Arvin V. DeMarco, Co.-Trustees (under the testamentary trusts created under the Last Will of Lynn DeMarco, Deceased), hereinafter called Grantor, and Sanitary and Improvement District No. 242 of Douglas County, Nebraska, hereinafter called Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the following described real property, to-wit:

The Northeast Quarter and the East Half of the Northwest Quarter of Section 26, Township 15, Range 11, East of the 6th P.M. in Douglas County, Nebraska, excepting therefrom the approximately five acres abutting on west Pacific Street which is enclosed by a steel fence and upon which is located the house known as 14411 W. Pacific Street, Omaha, Nebraska, the above described tract containing approximately 235 acres;

and,

WHEREAS, Grantee desires to construct, operate, maintain, and repair a drainage swale across a portion of said real property.

NOW, THEREFORE, for and in consideration of the payment of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell, convey and confirm unto Grantee, and its successor and assigns, forever, a perpetual easement of 25 feet in width over, along and across the parcel of land described as follows, to-wit:

A Permanent Sewer and Drainage Easement on a tract of ground in the north half of Section 26, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Beginning at the center of said Section 26; thence South 89°47'49" West along the North line of the southwest quarter of said Section 26 a distance of 100.00 feet; thence North 00°12'11" West a distance of 25 feet; thence North 89°47'49" East a distance of 994.49 feet; thence South 00°12'11" East a distance of 25 feet to the said North line; thence South 89°47'49" West along North line of the Southeast quarter of said Section 26 a distance of 894.49 feet to the point of beginning.

A copy of said legal description, including a diagram of the perpetual easement, is attached hereto, marked Exhibit "A", and

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' by this reference made a part hereof. A copy of a profile of a cross-section of the swale is attached hereto, marked Exhibit "B" and by this reference made a part hereof.

1. Said easement is granted for the purpose of providing Grantee with the right to construct, build, use, maintain, repair and reconstruct a drainage swale sufficient in size and depth through and under the parcel of land hereinabove last described. Said perpetual easement shall expire six months from the date first written above if the initial construction of said drainage swale is not fully complete by such time.

2. For the consideration hereinabove recited, Grantor further grants to Grantee, its successors and assigns, a temporary easement 100' (feet) in width immediately to the north of the entire parcel of land hereinabove last described for the perpetual easement. This easement shall expire at such time as Grantee, or its agents, contractors, employees, or representatives shall no longer require any portion of the temporary easement area for the initial construction of said drainage swale, or at such time as said perpetual easement expires under the terms hereof, whichever comes first.

3. The perpetual and temporary easements hereinabove granted are also for the benefit of any contractor, agent, employee or representative of Grantee, in any of said construction and work.

4. Grantor, for itself and its successors and assigns, hereby warrants and covenants with Grantee, its successors and assigns that it is well seized in fee of the first described property above and that it has the full right and authority to grant and convey the easements hereinabove described in the manner and the format aforesaid, and that it will, and its successors shall warrant and defend said easements to said Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

5. In consideration of being granted the above easements, Grantee, for itself and its successors and assigns, hereby agrees to maintain said drainage swale, said maintenance to include but not be limited to the cleaning of debris and waste from the swale, as well as the control of grass, weeds and other growing vegetation.

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6. Grantee further agrees for itself and its successors and assigns, to construct a fence along the southern most boundary of said perpetual easement, said fence to be a combination of woven and barbed wire. Said fence shall be constructed over the real property hereinabove described for the perpetual easement, except that the fence shall be located at the southern border of the perpetual easement, and shall be constructed no more than two feet from the southern boundary of said perpetual easement, except for the area immediately to the north of the existing drainage inlet on Lot 204 of Harvey Oaks, where said fence shall be constructed no more than ten feet from the southern boundary of said perpetual easement. Said fence, when constructed, shall also contain a gate sufficient to allow the passage of vehicles onto the perpetual easement for the purpose of maintaining and cleaning the drainage swale and easement area.

It is further agreed between the Grantor and the Grantee, their successors and assigns, that in the event the Grantor should develop the real property lying directly to the north of the perpetual easement, as a residential or commercial development, Grantor may, at Grantor's expense, remove the fence described in this Paragraph 6.

7. In the event there should be any future development of the Grantor's property abutting the north boundary of the perpetual easement herein granted, said development requiring the Grantor's property to be regraded and relandscaped, it is agreed between the parties hereto, their successors and assigns, that if Grantor can provide Grantee's engineers with sufficient engineering data, using generally accepted engineering practices, sufficient to conclude that the drainage swale is no longer necessary to control the water flow off of Grantor's property and resulting back-up problems, the permanent easement herein granted shall terminate.

8. It is contemplated by the Grantee, and understood by the Grantors, their successors and assigns, that the construction of the drainage swale will result in the removal of certain trees on Grantor's property which lie in the perpetual easement right-of-way, as well as the destruction of certain crops which are standing

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in the perpetual and temporary easement right-of-ways. Grantee hereby covenants and agrees that it will remove only those trees which are necessary for the construction of said swale, and will, if reasonably possible, preserve the existing trees which now stand in the perpetual easement right-of-way. Grantor, its successors and assigns, for the consideration hereinabove recited, forever discharges and releases the Grantee, its successors and assigns, from any liability for the removal of said trees from the perpetual easement right-of-way and the destruction of said crops in the perpetual and temporary easement right-of-ways.

9. Grantee further agrees for itself and its successors and assigns, to repair and remedy any and all damages that have previously resulted from drainage from the property of the Grantee unto the property of the Grantor or have or may result from the installation, construction, operation, maintenance, inspection, repairs or reconstruction of said drainage swale to any of the real property first described above or to any buildings or other improvements thereon, during construction and thereafter, and further, to restore the grade surface of any portion of Grantor's said real property which becomes uneven due to the installation, construction, operation, maintenance, inspection, or reconstruction of said drainage swale.

10. Grantee further agrees, for itself and its successors and assigns, that it will hold Grantor, its successors and assigns, harmless from any and all claims, causes of action or demands whatsoever, arising out of or in any way connected with the installation, construction, operation, maintenance, inspection, repair or reconstruction of said drainage swale and shall further indemnify Grantor, its successors and assigns, for all costs and expenses it or they may incur defending against such claims, causes of action or demands.

11. This agreement shall be binding upon the successors and assigns of each party hereto.

IN WITNESS WHEREOF, the parties hereto, for themselves,

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their successors and assigns, have caused the due execution hereof as of the day and year first above written.

GRANTORS :

GRANTEE :

Louise DeMarco  
Louise DeMarco

SANITARY AND IMPROVEMENT DISTRICT  
NO. 242 OF DOUGLAS COUNTY,  
NEBRASKA

Innocente Louis DeMarco  
Innocente Louis DeMarco

BY Raymond Betts  
CHAIRMAN, Board of Trustees

Lynn I. DeMarco  
Lynn I. DeMarco

Peter R. DeMarco  
Peter R. DeMarco

Arvin V. DeMarco  
Arvin V. DeMarco

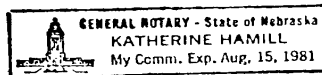
Co-Trustees Under the Testamentary  
Trusts created under the Last Will  
of Lynn DeMarco, Deceased.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )SS  
)

On this 26 day of September, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came Louise  
DeMarco to me known to be the identical person  
whose name is affixed to the foregoing instrument and acknow-  
ledged the same to be Her voluntary act and deed.

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

Katherine Hamill  
Notary Public



STATE OF NEBRASKA )  
 )SS  
COUNTY OF DOUGLAS )

On this 27th day of October, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came Innocence  
Louis Demarco to me known to be the identical person  
whose name is affixed to the foregoing instrument and acknow-  
ledged the same to be his voluntary act and deed.

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

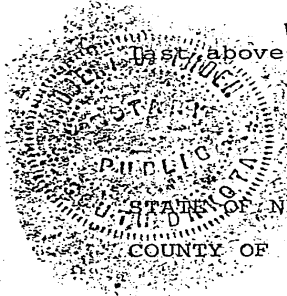


Anita Gardner  
Notary Public

STATE OF NEBRASKA South Dakota)  
 )SS  
COUNTY OF ~~DOUGLAS~~ minnehaha )

On this 19 day of October, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came Lynn I  
Demarco to me known to be the identical person  
whose name is affixed to the foregoing instrument and acknow-  
ledged the same to be his voluntary act and deed.

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

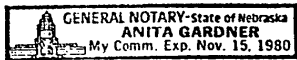


Robert O'Brien  
Notary Public

STATE OF NEBRASKA )  
 )SS  
COUNTY OF DOUGLAS )

On this 27th day of October, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came Arvin V  
De Marco to me known to be the identical person  
whose name is affixed to the foregoing instrument and acknow-  
ledged the same to be his voluntary act and deed.

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



Anita Gardner  
Notary Public

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STATE OF NEBRASKA )  
 )SS  
COUNTY OF DOUGLAS )

On this 7 day of November, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came PETER  
DE MARCO to me known to be the identical person  
whose name is affixed to the foregoing instrument and acknow-  
ledged the same to be his voluntary act and deed.

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

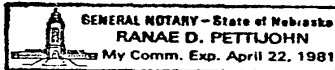


M. A. Szalewski  
Notary Public

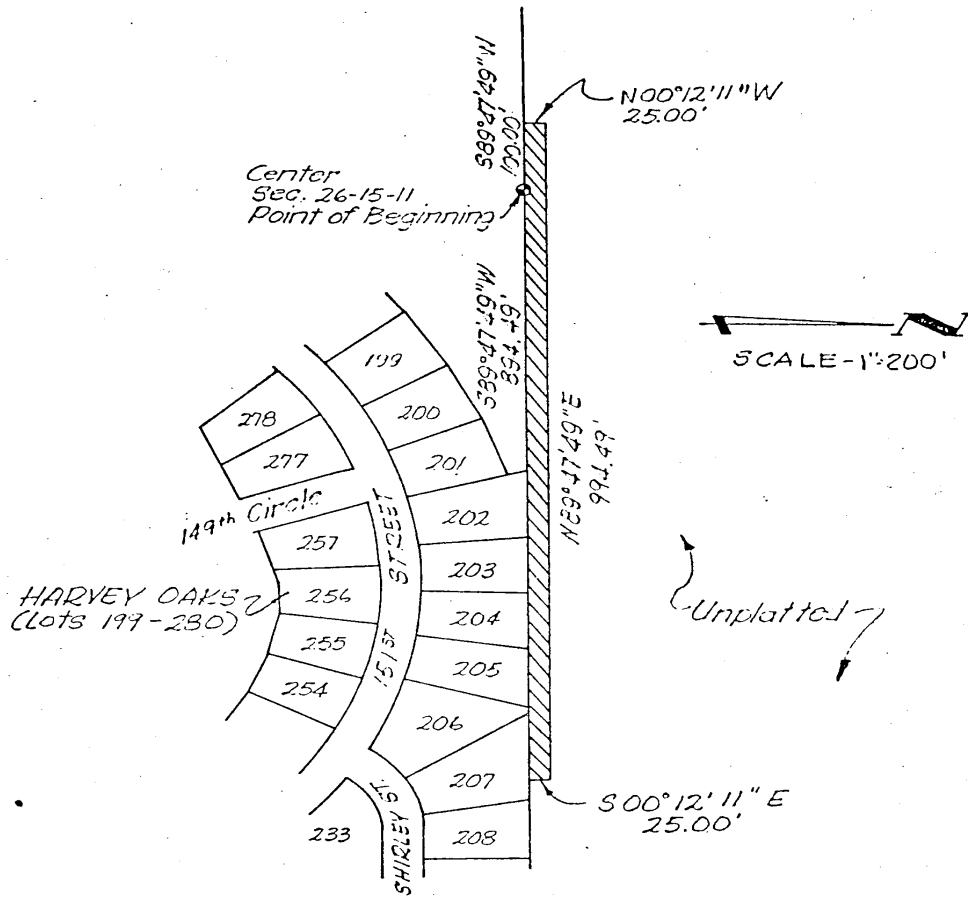
STATE OF NEBRASKA )  
 )SS  
COUNTY OF DOUGLAS )

On this 10 day of November, 1977,  
before me, the undersigned, a Notary Public, duly commissioned  
and qualified in said County, personally came Faymore  
Bitzer, Chairman of the Board of Trustees of  
Sanitary and Improvement District No. 242, 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.



Ranae D. Pettjohn  
Notary Public



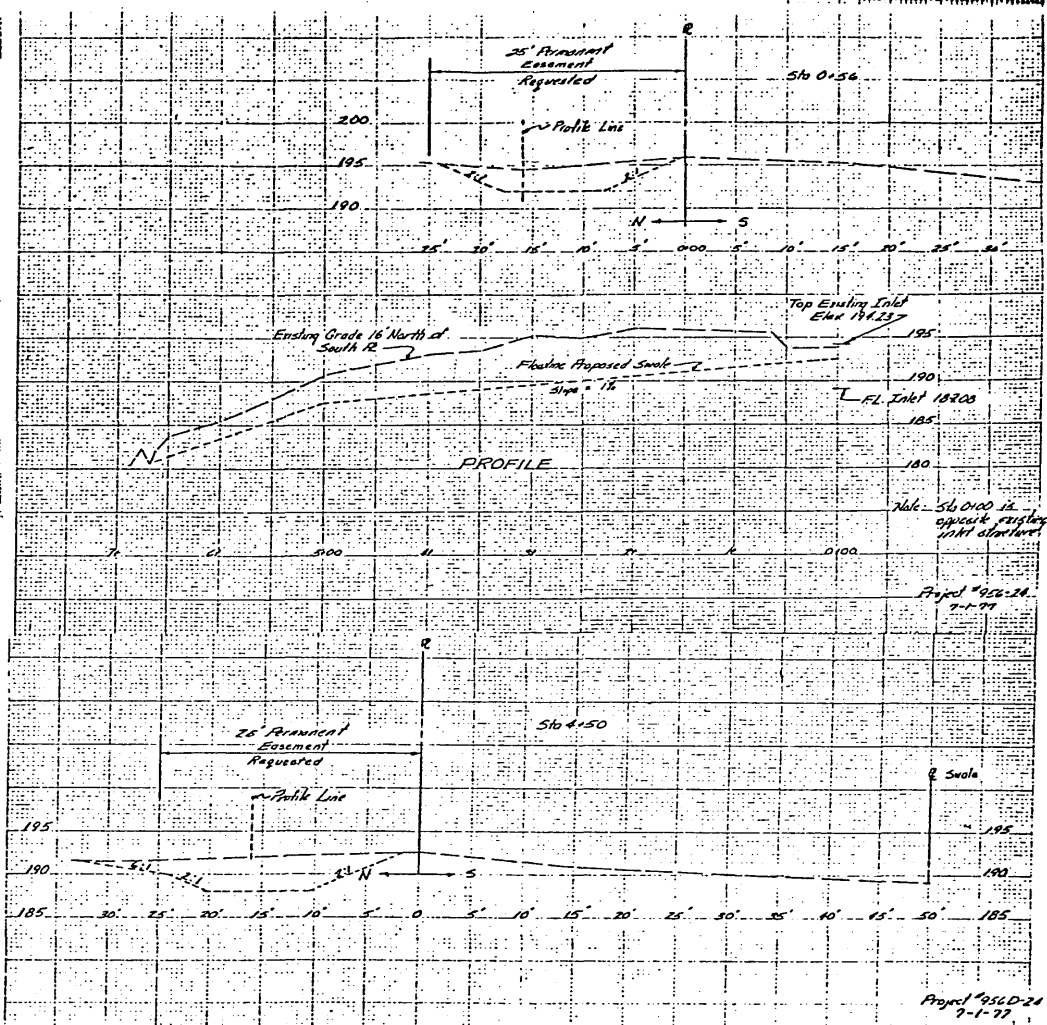
**LEGAL DESCRIPTION**  
 Permanent Sewer & Drainage Easement

A Permanent Sewer and Drainage Easement on a tract of ground in the north half of Section 26 Township 15 North Range 11 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Beginning at the center of said Section 26; thence South 89°47'49" West along the North line of the southwest quarter of said Section 26 a distance of 100.00 feet; thence North 00°12'11" West a distance of 25 feet; thence North 89°47'49" East a distance of 994.49 feet; thence South 00°12'11" East a distance of 25 feet to the said North line; thence South 89°47'49" West along North line of the Southeast quarter of said Section 26 a distance of 894.49 feet to the point of beginning.

EXHIBIT "A"





Note: 56 0100 is  
approx. profile  
with alterations

Project # 956-24  
7-1-77

Project # 956D-24  
7-1-77

EXHIBIT "B"

40  
10/11/77

RECEIVED  
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C. DAN S. OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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