

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT FOXLEY PARTNERSHIP, a Nebraska partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Eight Thousand One Hundred Seventy-Five and no/100 Dollars (\$8,175.00) and other valuable considerations, 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 Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area described on Exhibit "A" attached hereto, and made a part hereof.

TO HAVE AND TO HOLD UNTO said CITY, its successors and assigns, together with the right to ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sanitary Outfall Sewer at the will of the CITY; it being the intention of the parties hereto that Grantor may, following construction of said Sanitary Outfall Sewer, continue to use the surface of the easement strip conveyed hereby for agricultural or other purposes, subject only to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That during construction of said Sanitary Outfall Sewer, the CITY may utilize, for working, space only, additional strips of land to provide a Temporary Easement Area with a total width of not more than two hundred feet as described on Exhibit "A" attached hereto and made a part hereof.

2. That during construction of said Sanitary Outfall Sewer, the contractor employed by City to perform said construction work shall schedule construction to allow access from the southwest across said Temporary and Permanent Easement Areas to the northwest or shall construct such temporary access satisfactory to Grantor, as shown on the plot plan of Henningson, Durham & Richardson, Inc. prepared for said project.

3. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by undersigned, his or their successors and assigns without express approval of the CITY.

4. That Grantor will replace or rebuild at his own expense, any and all damaged parts of all drainage or irrigation systems, the damage to which shall be occasioned by the construction of said Sanitary Outfall Sewer under and through the above described premises.

5. 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.

6. That said GRANTOR for itself and its successors and assigns does confirm with the said CITY and its assigns, that it, the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors 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.

7. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently

FILED FOR RECORD 4-6-72 AT 3:00 P.M. IN BOOK 45 OF Misc Recs

PAGE 145 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB.

925 Rec # 015888

existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction. Land owners and tenants will be compensated for crop damage during construction of the Sanitary Outfall Sewer. Crop damage in the future caused by CITY exercising its rights of inspecting, maintaining, or operating said Sanitary Outfall Sewer will also be compensated for. Crop damage will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting and shall include only such crops that are growing and which are actually damaged.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings 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 hereunto set its hand this 18 day of January, 1972.

FOXLEY PARTNERSHIP, a Nebraska Partnership

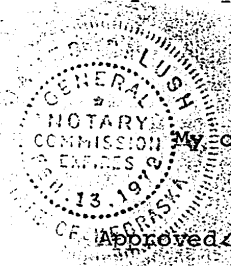
By William C. Foxley
William C. Foxley Partner

STATE OF NEBRASKA]
] SS:
COUNTY OF DOUGLAS]

On this 18 day of January, 1972, before me, the undersigned, a Notary Public in and for said County, personally came William C. Foxley, to me personally known to be a Partner of Foxley Partnership, a Nebraska Partnership, and the identical person whose name is affixed to the above Easement, and acknowledge the execution thereof to be his voluntary act and deed as Partner and the voluntary act and deed of said Partnership.

Witness my hand and notarial seal at Omaha in said county the day and year last above written.

James B. Lusk
Notary Public



My commission expires the 13 day of Feb., 1972.

Approved as to Form: Edward M. Stein
Edward M. Stein, Assistant City Attorney

This Easement approved and accepted by the City Council of the CITY OF OMAHA this 1st day of February, 1972.

Clarence J. ...
Mayor

ATTEST:
Mary Gallagher City Clerk
W. F. ... President, City Council

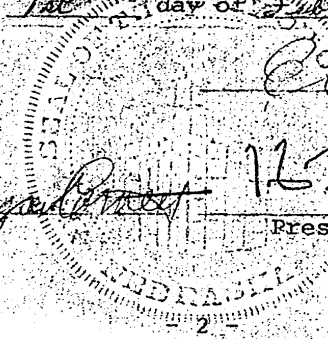


EXHIBIT "A"

A 50.00 foot wide permanent easement and a 200.00 foot wide temporary construction easement in the northwest 1/4 of section 34, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, the common center line of which is described as follows:

Commencing at a point on the south line of the northwest 1/4 of section 34, T14N, R13E, Sarpy County, Nebraska, said point being $37^{\circ} 26' 09''$ E a distance of 1190.13 feet from the southwest corner of the northwest 1/4 of said section 34 and said point being the true point of beginning; thence N $59^{\circ} 58' 34''$ W a distance of 1418.81 feet to a point on the west line of the northwest 1/4 of said section 34, said point being N $2^{\circ} 57' 46''$ W a distance of 764.19 feet from the southwest corner of the northwest 1/4 of said section 34 and said point being the terminal point of this description.