

Rev. July, 1962

EASEMENT

THIS INDENTURE, made this 24 day of May 1977 between

OMAHA INDUSTRIAL FOUNDATION

parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation, hereinafter called City, witnesseth:

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said City, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said City and its assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of sewer water and sewage in, through, over and under the parcel of land described as follows, to-wit:

See attached Exhibit "A", Easement Legal Description and Exhibit "B", Easement Plat.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of any sewer needs to be reconstructed after the lots are filled or improved, the City shall make good or cause to be made good to the owner or owners of the above property any damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, caused by work and construction done by the City.

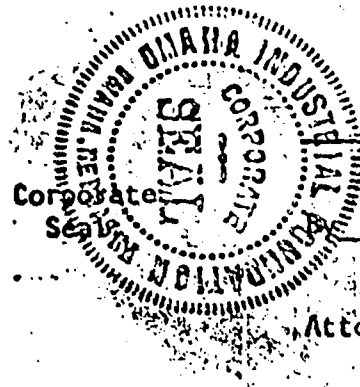
Said City shall cause any trench made on foresaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the City in any of said construction and work.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said City and its assigns, that they, the parties of the first part, are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and 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.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

x [Signature]



Omaha Industrial Foundation
Name of Corporation

Merle C. Newquist
Attest Secretary
Secretary

(Acknowledgment on backside hereof)

SIS- 282

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

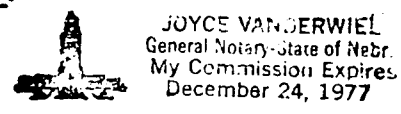
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On this 21st day of May, 1977, before me a Notary Public in and for said County, personally came the above named

J. D. Anderson, President
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 (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Joyce Vanderwiel
Notary Public
My Commission expires Dec. 24, 1977.



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said County, personally came _____ President of _____

a Corporation, and _____, 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.

Notary Public
My Commission expires _____.

EASEMENT LEGAL DESCRIPTION

A tract of land located in Block 3, Omaha Industrial Foundation District No. 3, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, the boundaries of which are described as follows:

Commencing at the point of intersection of the southerly R-O-W line of "I" Street with the westerly R-O-W line of 133rd Street; thence S $00^{\circ}00'02''$ W along the westerly R-O-W line of 133rd Street 911.95 feet to the POINT OF BEGINNING; thence S $00^{\circ}00'02''$ W continuing on the westerly R-O-W line of 133rd Street for a distance of 48.05' to a point which is the beginning of a circular curve; thence 233.44 feet along the said circular curve to the right which has a radius of 125.00 feet and a chord, the length and bearing of which are 200.96 feet and S $53^{\circ}30'02''$ W respectively to a point of tangency; thence N $72^{\circ}59'58''$ W for a distance of 135.50 feet to a point which is the beginning of a circular curve; thence 145.32 feet along the said circular curve to the right which has a radius of 475.00 feet and a chord, the length and bearing of which are 144.76 feet and N $64^{\circ}14'06''$ W respectively to a point of tangency; thence N $55^{\circ}28'13''$ W for a distance of 195.52 feet to a point; thence S $63^{\circ}44'31''$ E for a distance of 216.48 feet to a point; thence S $52^{\circ}56'02''$ E for a distance of 133.22' to a point; thence S $80^{\circ}38'59''$ E for a distance of 184.62' to a point; thence N $31^{\circ}56'49''$ E for a distance of 188.90 feet to the POINT OF BEGINNING, containing a net area of 18,152.60 square feet (0.42) more or less.

15 Misc.

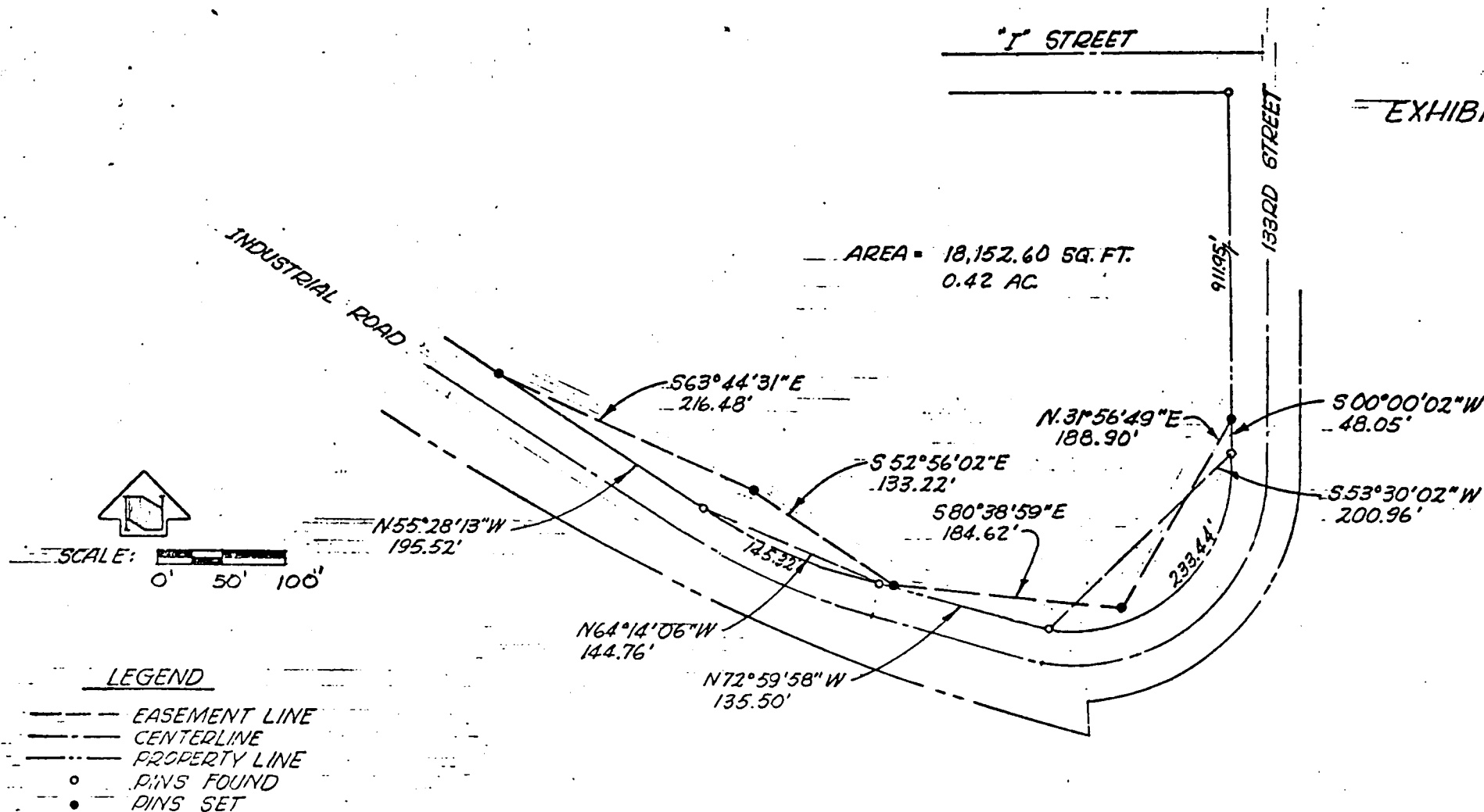
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S. H. HOLLER
REGISTERED
DODGE COUNTY, NEBR.

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EASEMENT PLAT

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