

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Reeder Development Inc., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00) 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 or operate a Sanitary Sewer and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit: A 20.00 ft. wide Permanent Sanitary Sewer Easement located in FAIRACRES PLACE, as surveyed, platted and recorded, Douglas County Nebraska, described as follows:

Commencing at the NE corner of FAIRACRES PLACE, thence S 89°56'24"W (assumed bearing) along the North Boundary line of FAIRACRES PLACE, 174.47 ft. to the point of beginning. Thence S 00°03'36"E 192.00 ft., thence S 89°56'24"W 112.81 ft., thence S 09°39'47"E 112.46 ft., thence N 84°52'23"E 133.44 ft., thence S 05°07'37"E 20.00 ft., thence S 84°52'23"W 151.91 ft., thence N 09°39'47"W 143.82 ft., thence N 02°25'27"E 39.80 ft., thence N 85°54'14"W 114.80 ft. to the East R.O.W. line of 66th Street, thence along said R.O.W. line on a curve to the left with a Radius of 481.36 ft. for 20.18 ft. with a chord bearing N 03°26'30"W for 20.17 ft., thence S 85°54'14"E 136.87 ft., thence S 02°25'27"W 47.72 ft., thence N 89°56'24"E 94.20 ft., thence N 00°03'36"W 172.00 ft. to the North boundary line of FAIRACRES PLACE, thence N 89°56'24"E along said boundary line, 20.00 ft. to the Point of beginning.

(See Exhibit "A")  
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 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.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. 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 said 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, and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or agreements of 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 10 day of October A.D., 1998.

Reeder Development Inc.  
Name of Corporation

Corporate  
BY [Signature] President  
Attest [Signature] Secretary  
(Acknowledged on reverse side hereof)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS

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 \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS

On this 10 day of October, 1978, before me, the undersigned, a Notary  
Public in and for said County, personally came

Bernard Reeder

President of Reeder Development

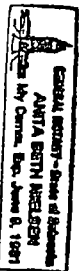
Incorporated

a Nebraska

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.



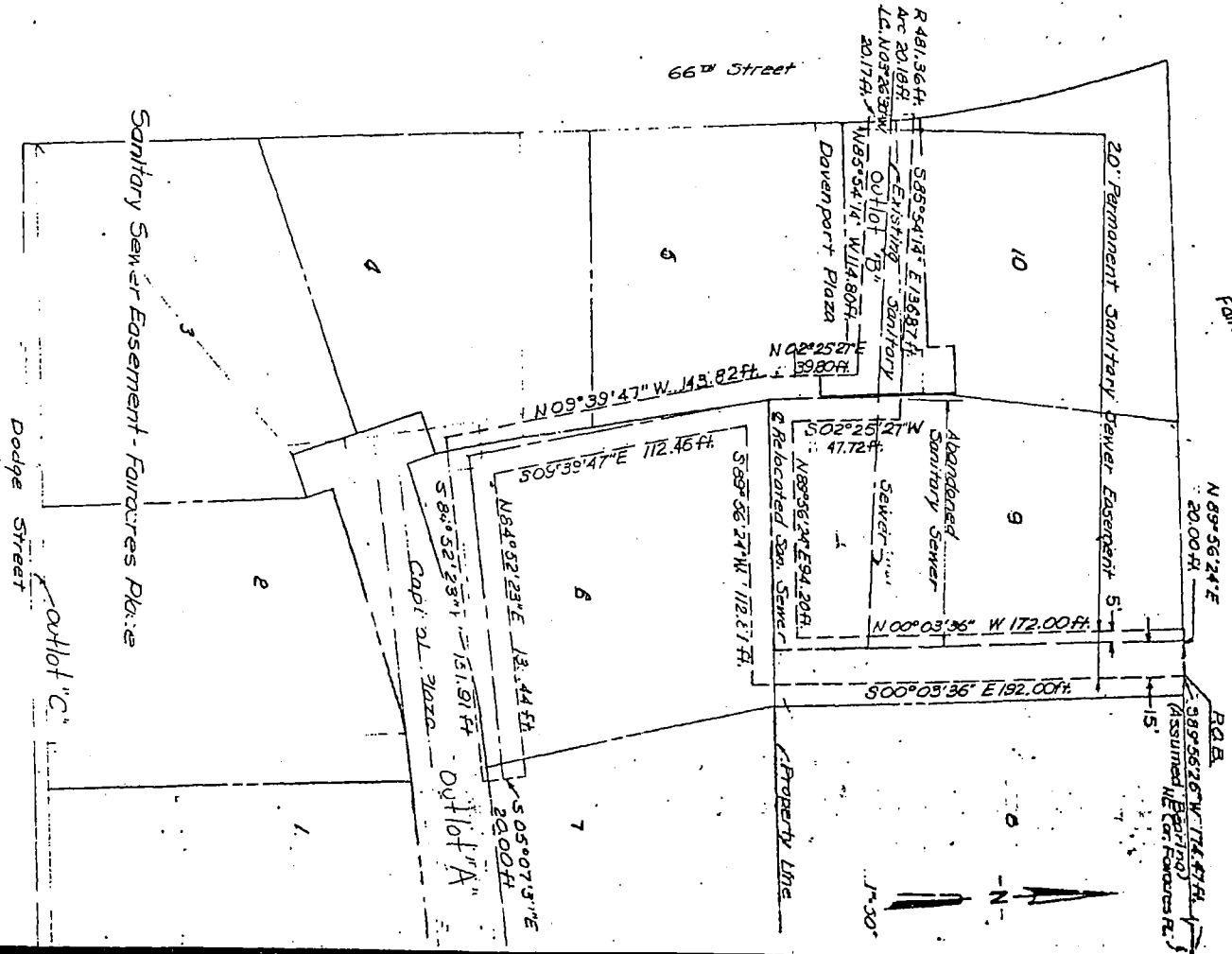
Anita Beth Nielsen  
Notary Public

June 9, 1981  
My Commission Expires \_\_\_\_\_

21 Rail

Fairures

BOOK 605 PAGE 262



Sanitary Sewer Easement - Fairures Pl. & Dodge Street

**L Black & Associates, Inc.**  
 Surveyors  
 11111 14th Avenue, Suite 100  
 Denver, Colorado 80202  
 (303) 555-2200

Exhibit "A"

100 - 7905  
53-78 Rev. 10-9-78

RECEIVED  
 1978 SEP 20 PM 1:34  
 COUNTY OF DENVER  
 CLERK OF COUNTY

Book 605  
 Page 260  
 of Two

Fee 12.25  
 Index 11  
 Compd 11  
85-660  
 88