

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 15th day of September, 1981, between the undersigned, ALBERTSON'S, INC., a Delaware Corporation (herein called "Grantor") and the CITY OF OMAHA, in the State of Nebraska, a Municipal Corporation (hereinafter called "Grantee"),

## WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a ten-foot wide perpetual sanitary sewer easement over, on, across, and under a part of the West One-Half of Section Nine (9), Township Fifteen (T15N) North, Range Twelve (R12E) East of the 6th P.M., in Douglas County, Nebraska, more particularly described on EXHIBIT "A" attached hereto and by this reference made part hereof.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

3. By accepting and recording this perpetual easement grant, said Grantee agrees to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over, or across said easement or any part thereof.

4. Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the successors and assigns of the respective parties hereto.

*Easement Addendum attached hereto is hereby made a part hereof.*

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, have caused the due execution hereof as of the day and year first-above written.

ALBERTSON'S, INC. a Delaware Corporation  
Grantor

By: [Signature]

Senior Vice President

Attest: [Signature]

Secretary

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STATE OF IDAHO           )  
                                  ) ss.  
COUNTY OF Ada        )

On this 15th day of September, 1981, before me, the undersigned a Notary Public in and for said County, personally came Michael J. Rueling of Albertson's, Inc., to me personally known to be the Senior Vice President and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation.

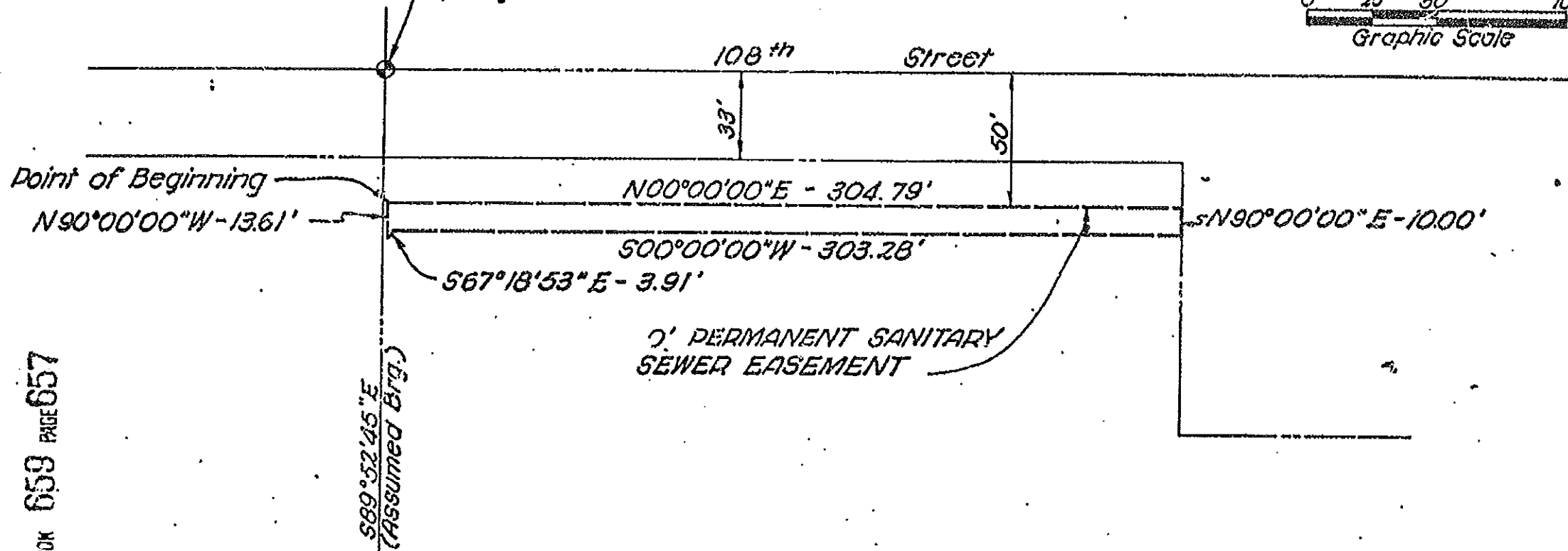
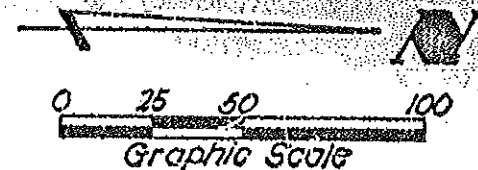
WITNESS my hand and Notarial Seal the day and year last-above written.

Claudia C. Medlin  
Notary Public

My Commission expires 10/30/84.



NW Corner of the SW 1/4 of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska



10' PERMANENT SANITARY  
SEWER EASEMENT

EXHIBIT "A"

# LEGAL DESCRIPTION:

A 10 foot wide permanent Sanitary Sewer Easement located in part of the SW 1/4 of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the N.W. corner of the SW 1/4 of said Section 9; thence S 89° 52' 45" E (Assumed bearing) on the North line of the SW 1/4 of said Section 9, 50.00 feet; thence N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of said Section 9, 1.82 feet, to the point of beginning; thence continuing N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of said Section 9, 304.79 feet; thence N 90° 00' 00" E, 10.00 feet; thence S 00° 00' 00" W, 303.28 feet; thence S 67° 18' 53" E, 3.91 feet; thence N 90° 00' 00" W, 13.61 feet to the point of beginning.

Albertson's Inc. Property

EASEMENT ADDENDUMGrantor: *Albertson's, Inc.*Grantee: *City of Omaha*Instrument Date: *Sept. 15, 1981*

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

- (a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.
- (b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.
- (c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).
- (d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.
- (e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.
- (f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.

*pm*  
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(Initial)

RECEIVED

1981 SEP 21 PM 3 56

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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