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Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
Douglas County, NEBR.  
Permanent Sewer and Drainage Easement

This Indenture is made on this 7 day of ~~November~~ <sup>Dec</sup>, 1988, between Center Development Company, an Oklahoma Corporation, hereinafter referred to as "Grantor," and the City of Ralston, Nebraska, a Municipal Corporation, hereinafter called the "City."

Witness

That Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the City to Grantor, receipt of which is acknowledged by Grantor, does hereby grant, sell, bargain, convey, and confirm unto the City and its assigns forever, with no covenants or warranties of title whatsoever, a Permanent Sewer and Drainage Easement for the right to construct, build, lay, and use, including the right of access to continue, maintain, modify, and repair an underground sanitary or storm sewer pipe or drainage way for the passage of sewer water and sewage or storm water, together with all appurtenances, manholes, structures, and all other applicable equipment pertaining to any sewer or drainage facility, in, through, and under the parcel of land described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement").

No buildings or structures (other than driveways, parking lots, sidewalks or the like) shall be placed in, on, over, or across said Easement by the undersigned or its successors and assigns, without express approval of the City. Any trees, grass, and shrubs placed on said Easement shall be maintained by Grantor or its successors and assigns.

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The City shall cause any excavation made on the Easement to be properly refilled, and shall cause grass seed to be sown over said excavation, and shall cause the premises to be left in a neat, safe, and orderly condition. This Easement is also for the benefit of any contractor, agent, employee, and representative of the City for any said construction work, including maintenance, and repairs. The City shall cause all work done on its behalf in the Easement to be done in a good and workmanlike manner, and shall repair all damage caused to the Easement area or any surrounding property.

This Easement runs with the land.

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

871 11-14-12 <sup>10</sup> REC 15.00  
118-120 11-14-12 <sup>10</sup> DEL VK MC we  
misc COMP aw F/B 01-6-11

In Witness Whereof said Grantor has caused this Instrument be executed by its duly authorized Officers as of the date first set forth above.

Center Development Company, an Oklahoma Corporation, Grantor,

Attest: \_\_\_\_\_  
Secretary

By: *David B. Bault*  
Title: *Secretary*

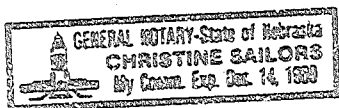
State of *Nebraska* ]  
County of *Douglas* ] SS.

On this *7th* day of *December*, 19*88*, before me a Notary Public personally came *David B. Bault* and *Christine Sailors*, Secretary of Center Development Company, an Oklahoma Corporation, both known by me to be the identical persons as set forth whose names are affixed to the above instrument, and they acknowledged their execution to be their voluntary act and deed as such Officers and the lawful act and deed of said Corporation, affixing their Corporate Seal hereto by its authority.

In Witness Whereof I have set my hand and affixed my Official Seal on the day and year last mentioned above.

*Christine Sailors*  
Notary Public

My Commission Expires: \_\_\_\_\_



PERMANENT SANITARY SEWER EASEMENT

Exhibit "A"

LEGAL DESCRIPTION:

That part of the abandoned Missouri Pacific Railroad right-of-way lying within the NE $\frac{1}{4}$  of Section 11, T14N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the NW corner of Lot 1, Ralston Village, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, said corner being at the intersection of the East right-of-way line of 77th Street and the South right-of-way line of said abandoned railroad; thence S87°03'23"E (assumed bearing) 383.28 feet on the South line of said abandoned railroad and on the North line of Lots 1 thru 10 said Ralston Village to a point of spiral curve; thence Southeasterly on a line 50.00 feet Southerly from the centerline spiral curve to the said abandoned railroad, chord bearing S88°24'25"E, chord distance 204.30 feet on the South line of said abandoned railroad and on the North line of Lots 10 thru 13 and Lot 32 said Ralston Village and on the North line of Block 3, First Addition to Ralston, as surveyed, platted and recorded in Douglas County, Nebraska to a point of circular curve; thence Northeasterly on the Southerly line of said abandoned railroad and the North line of Blocks 2 and 3 said First Addition to Ralston on a 1476.69 foot radius curve to the left, chord bearing N70°25'47"E, chord distance 936.98 feet, an arc distance of 953.46 feet; thence N38°04'02"W 15.00 feet; thence Southwesterly on a line 15.00 feet Northwesterly of and parallel to the South line of said abandoned railroad on a 1461.69 foot radius curve to the right, chord bearing S68°29'52"W, chord distance 833.46 feet, an arc distance of 845.19 feet to a point on the Easterly extension of a line 30.00 feet North of and parallel to the North line of Lots 1 thru 9 inclusive of said Ralston Village; thence N87°03'23"W 684.16 feet on the Easterly extension of a line 30.00 feet North of and parallel to the North line of Lots 1 thru 9 inclusive, said Ralston Village to the East line of 77th Street; thence S03°37'08"W 30.00 feet on the East line of 77th Street to the point of beginning.

