

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this first day of October, 1979, between the undersigned JOHN H. and MONNIE S. MARKEL, JR., Husband and Wife

(herein called "Grantor" whether one or more), and SANITARY AND IMPROVEMENT DISTRICT NO. 152 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal Corporation (hereinafter collectively called "Grantee" except as otherwise noted),

## 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 forever, a permanent sewer and drainage easement in, through, under, over, on and across Lot as shown on Exhibit "A" in Oak Hills Highlands, a subdivision in Douglas County, Nebraska. The width and exact location of said permanent easementway is described in EXHIBIT "A" attached hereto and by this reference incorporated herein. This easement runs with the land.

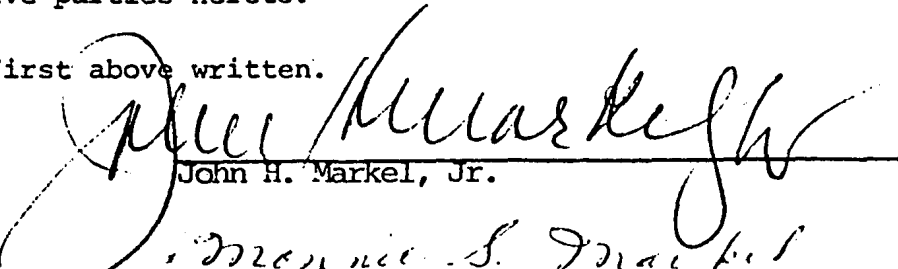
2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of storm sewer structures including all related or necessary appurtenances thereto and the transmission through said sewers of storm sewage. The Grantee and its contractor and engineers 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; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said storm sewer improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said storm sewer improvements as public facilities; and PROVIDED further that Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property owned by Grantor described and identified as a temporary construction easement on said EXHIBIT "A" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said storm sewer facilities, or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this permanent easement grant, said Grantee, Sanitary and Improvement District No. 152 of Douglas County, Nebraska, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof.

4. Grantor herein, for himself or itself, his heirs, personal representatives, 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 they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

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

EXECUTED on the day and year first above written.

  
John H. Markel, Jr.

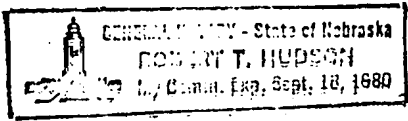
  
Monnie S. Markel

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

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On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came JOHN H. MARKEL, JR. and MONNIE S. MARKEL, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be their voluntary act and deed.

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



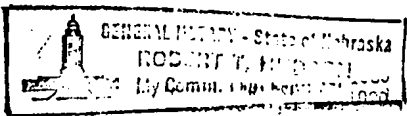
Robert T. Hudson  
Notary Public

My Commission expires September 18, 1980.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

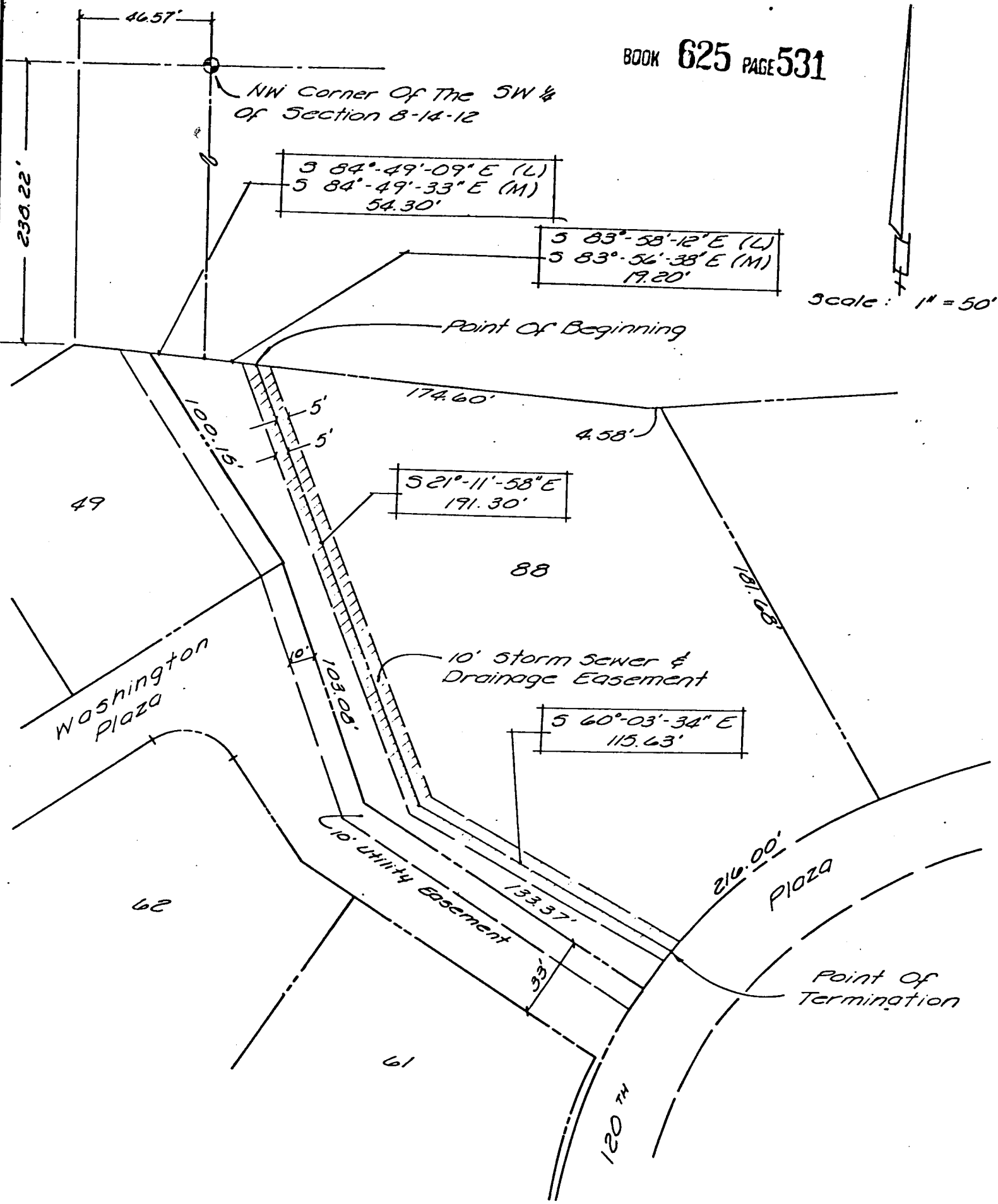
On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came JOHN H. AND MONNIE S. MARKEL, JR. of OMAHA, NEBRASKA to me personally known to be the SAME and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be (his) (her) voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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



Robert T. Hudson  
Notary Public

My Commission expires September 18, 1980.



**LEGAL DESCRIPTION:**

A 10.00 foot wide storm sewer and drainage easement through a part of Lot 12 and 13, of vacated Oak Hills of Millard II, and a part of Lot 88, said Oak Hills of Millard II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and a part of vacated 119th Street and vacated 120th Street, the centerline of said easement being more particularly described as follows: Commencing at a point 238.22 feet South of and 46.57 feet West of the N.W. corner of the SW<sup>1</sup>/<sub>4</sub> of Section 8, T14N, R12E of the 6th P.M., said Douglas County; thence S 84° 49' 09" E (Legal); S 84° 49' 33" E (Measured), 54.30 feet; thence S 83° 58' 12" E (Legal); S 83° 56' 38" E (Measured), 19.20 feet to the point of beginning; thence S 21° 11' 58" E, 191.30 feet; thence S 60° 03' 34" E, 115.63 feet to a point on the North line of 120th Plaza and the termination of this easement.

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

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of Millard II

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