

590 701

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THE OMAHA NATIONAL BANK, Trustee, hereinafter referred to as "Grantor", and N. P. DODGE COMPANY and REALBANC, INC., hereinafter referred to as "Mortgagees", for and in consideration of One Dollar (\$1.00) and other valuable consideration as herein recited, do hereby grant and convey unto DOUGLAS COUNTY SANITARY and IMPROVEMENT DISTRICT No. 292 (hereinafter referred to as "SID #292"), and to its successors and assigns, an easement for and the right to construct, maintain, or operate an 8" sanitary sewer line and appurtenances thereto, in, through, and under or over the parcel of land as shown on Exhibit "A" which is attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto said SID #292, 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 8" sanitary outfall sewer line at the will of SID #292. The Grantor and the Beneficial Owner for whom the Grantor holds record title to the property described in Exhibit "B" attached hereto and incorporated herein by reference may following construction of said 8" sanitary outfall sewer line continue to use the surface of the sanitary sewer strip conveyed hereby for other purposes, subject to the right of SID #292 to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings shall be placed in, on, over, or across said easement strip without express approval of SID #292, but the Beneficial Owners, and their successors and assigns, shall have all other use of the surface of said easement strip, including but not limited to, driveways and roadways for ingress and egress.
2. That SID #292 will replace or rebuild any and all damage to the improvements on said property described in Exhibits "A" and "B", and to the sidewalk which runs parallel to Crown Point,

caused by SID #292 exercising its rights of constructing, inspecting or maintaining said 8" sanitary outfall sewer line.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of SID #292 and any of said construction and work.

4. That said Grantor does confirm with the said SID #292 and its assigns that it is well seized in fee of the above-described property in Exhibit "A", and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it, and its successors and assigns, shall warrant, and defend this easement to said SID #292 and its successor and 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 SID #292 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. As consideration for the granting of the foregoing easement by the Grantor, SID #292, by the acceptance hereof, agrees that if the Beneficial Owners, or their successors or assigns, should at any time, and from time to time, hook up the real property described in Exhibit "B" or any part thereof, to the outfall sanitary sewer line owned by SID #292, such hookup or hookups shall be without any hookup charge or connection charge of any kind or description to the Grantor, the Beneficial Owners, or the successors and assigns of the Beneficial Owners. Provided, however, in the event that Douglas County Sanitary and Improvement District #158 ("SID #158") or any other Sanitary and Improvement District having jurisdiction, or the City of Omaha upon subsequent annexation of the real property covered by SID #158, should assess a hookup or connection fee against SID #292, or against the Grantor, or against the Beneficial Owners, or the successors and assigns of the Beneficial Owners, then SID #292 and its successors and assigns will pay the connection fee thereof up to but not in excess of \$4,000.00 and any

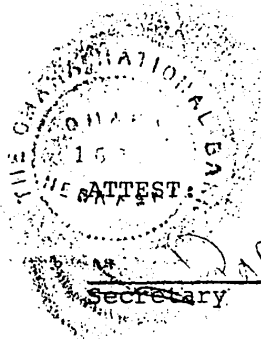
excess shall be paid by the connecting party, i.e., the Beneficial Owners or their successors and assigns.

7. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, between the Grantor and SID #292 or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of SID #292 or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said Grantor has hereunto set its hand and seal at Omaha, Douglas County, Nebraska, this 9 day of December, 1977.

THE OMAHA NATIONAL BANK, TRUSTEE

By [Signature]
Vice President

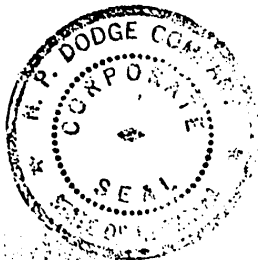


[Signature]
Secretary

IN WITNESS WHEREOF the said Mortgagees do hereby join in the grant of the easement as aforesaid, and further agree that their respective mortgages shall be and are hereby subordinated to said easement and that SID #292 shall henceforth be entitled to the quiet use and enjoyment of said easement.

N. P. DODGE COMPANY

By [Signature]
N. P. Dodge, President



REALBANC, INC.

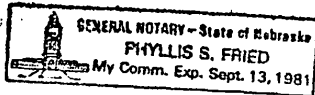
By [Signature]
KEITH L. MORPHEW
PRESIDENT



STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 5th day of December, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came N. P. Dodge, President of N. P. Dodge Company, to me personally known to be the officer and the identical person whose name is affixed to the above and foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal the date last above written.

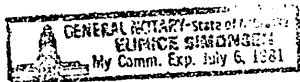


Phyllis S. Fried
Notary Public

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 1st day of December, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Keith L. Morpew, President of Realbanc, Inc., to me personally known to be the officer and the identical person whose name is affixed to the above and foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal the date last above written.

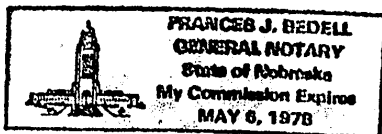


Elipice Girard
Notary Public

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 9 day of December, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Jack B. Wheeler, Vice President of The Omaha National Bank, Trustee, to me personally known to be the officer and the identical person whose name is affixed to the above and foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal the date last above written.

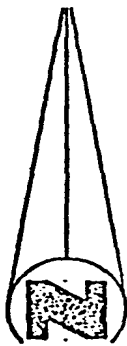


Frances J. Bedell
Notary Public

EXHIBIT "A"

A 15-foot wide permanent sanitary sewer easement lying in Sublot 1 of Tax Lot 10 in Sec. 35, T16N, R12E of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

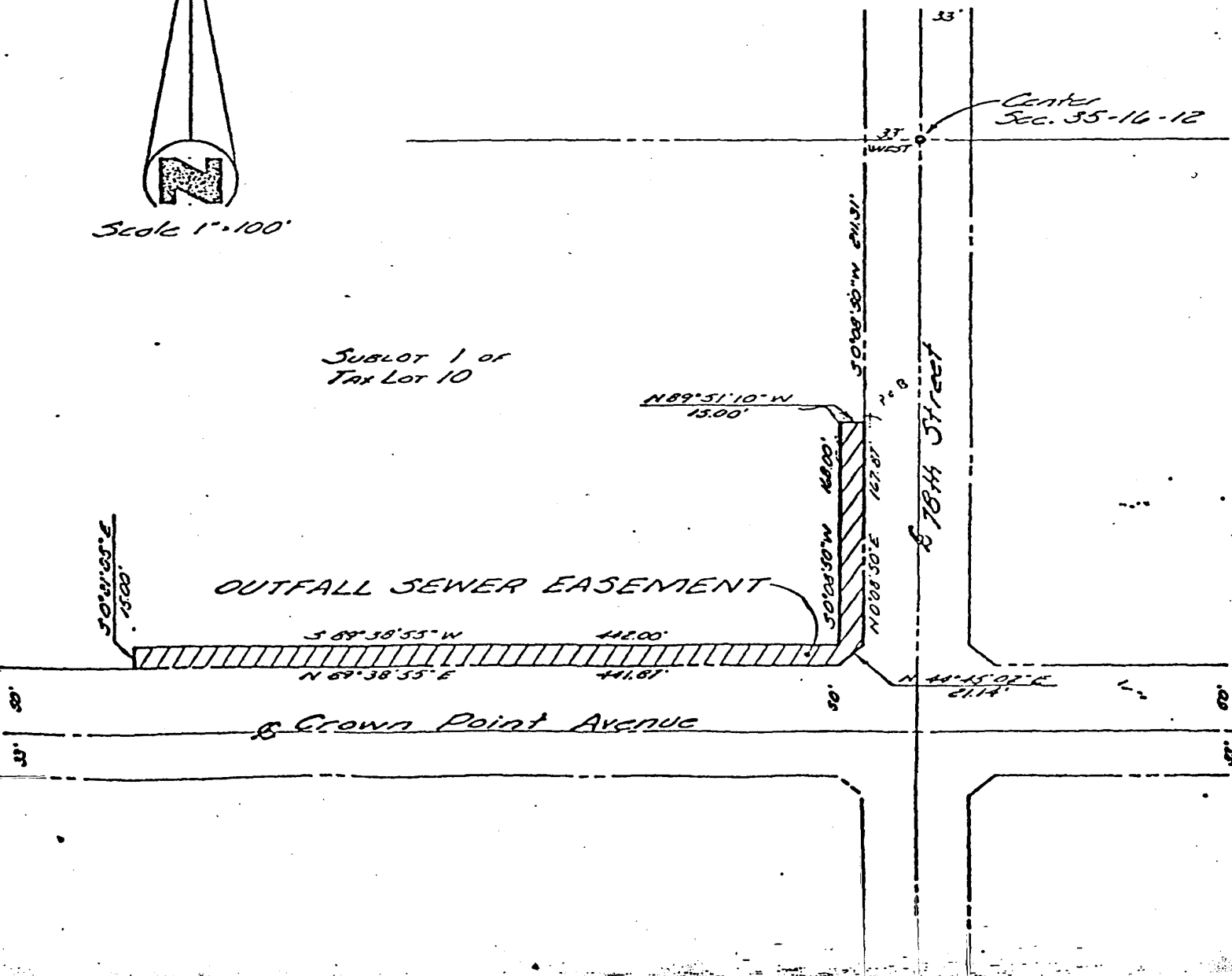
Commencing at the center of Sec. 35, T16N, R12E of the 6th P.M., Douglas County, Nebraska, thence West 33 feet to a point on the West Right-of-Way line of County Road 34 (78th Street); thence $S0^{\circ}08'50''W$ on said West Right-of-Way line 211.31 feet to the Point of Beginning; thence $N89^{\circ}51'10''W$ for 15.00 feet; thence $S0^{\circ}08'50''W$ and parallel to the West Right-of-Way line of County Road 34 for 168.00 feet; thence $S89^{\circ}38'55''W$ and parallel to the North Right-of-Way line of Crown Point Avenue for 442.00 feet; thence $S0^{\circ}21'05''E$ for 15.00 feet to a point on the North Right-of-Way line of Crown Point Avenue; thence $N89^{\circ}38'55''E$ and along said North Right-of-Way line for 441.87 feet; thence $N44^{\circ}45'02''E$ for 21.14 feet; thence $N0^{\circ}08'50''W$ along the West Right-of-Way line of County Road 34 for 167.87 feet to the Point of Beginning, containing 0.21 acres more or less.



Scale 1"=100'

SUBLOT 1 OF
TAX LOT 10

OUTFALL SEWER EASEMENT



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Sub Lots 1 and 2 of Tax Lot 7, part of Tax Lot 7 lying between said Sub Lots and Part of Sub Lot 1 of Tax Lot 10, all in Section 35, Township 16 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska and all more particularly described as follows: Beginning at a point on the South line of the Northwest Quarter of said Section 35, which is 33.00 feet West of the Southeast corner of said Northwest Quarter; thence North on a line 33.00 feet West of and parallel with the East line of said Northwest Quarter a distance of 373.95 feet; thence South 89 degrees 39 minutes 45 seconds West a distance of 726.10 feet; thence South 0 degrees 07 minutes 05 seconds West a distance of 768.38 feet to a point on the North Right-of-Way line of Crown Point Avenue; as said North Right-of-Way line is established by Dedication instrument recorded in Misc. Book 503 at Page 165, in the Office of the Register of Deeds for said Douglas County, Nebraska; thence North 89 degrees 38 minutes 55 seconds East along said North Right-of-Way line a distance of 726.64 feet to a point 33.00 feet West of the East line of the Southwest Quarter of said Section 35; thence North 0 degrees 08 minutes 50 seconds East on a line 33 feet West of the East line of said Southwest Quarter a distance of 394.31 feet to the point of beginning (the East line of said Northwest Quarter assumed North-South in direction) except therefrom a triangular tract of land conveyed to the County of Douglas, State of Nebraska, described as follows: Beginning at a point of Intersection of the North Right-of-Way line of Crown Point Avenue and the West Right-of-Way line of County Road 34 (78th Street); thence North (assumed bearing) along said West Right-of-Way line 15 feet; thence Southwesterly 21.14 feet to a point on the North Right-of-Way line of said Crown Point Avenue; thence East along said North Right-of-Way line 15 feet to the point of beginning of this excepted tract.

51 Mail

RECEIVED
 1977 DEC 15 PM 2:19
 HAROLD LESLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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