

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2004-35045

2004 SEP 10 P 1:41 P

Sharon J. Dowling

REGISTER OF DEEDS

COUNTER PK C.E. AM
VERIFY PK D.E. LM
PROOF _____
FEES \$ 20.50
CHECK# 31895
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PERMANENT AND TEMPORARY SANITARY SEWER EASEMENT

THAT Patricia J. Moore, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 243 of Sarpy County, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer for the transmission of sanitary sewage under and through that certain real property as set forth on, and as more specifically shown in Exhibits "A" and "B", attached hereto and by this reference incorporated herein. The temporary easement shall expire one hundred eighty (180) days following the commencement of initial construction.

TO HAVE AND TO HOLD unto said GRANTEE, 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 sanitary sewers at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the GRANTEE, provided such approval shall not be unreasonably denied if done in accordance with sound engineering and development practices. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said sanitary sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

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

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property 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 GRANTEE and its assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEE 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 between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

PK RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: Brian

35045


A

IN WITNESS WHEREOF, GRANTOR has executed this 2nd day of September 2004.

GRANTOR: PATRICIA J. MOORE
By: Patricia J. Moore

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 2nd day of September, 2004 by Patricia J. Moore.

 GENERAL NOTARY-State of Nebraska
PATRICK J. SULLIVAN
My Comm. Exp. Oct. 26, 2006

Patrick J. Sullivan
Notary Public

B

OUTFALL SEWER EASEMENT

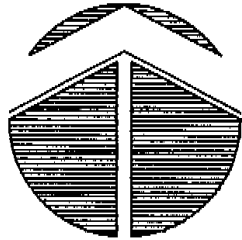
EXHIBIT

tabbles

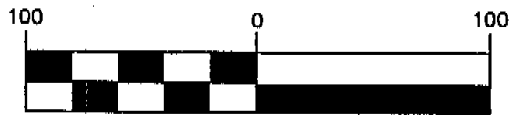
A

LEGAL DESCRIPTION - PERMANENT EASEMENT - PARCEL NO. 3

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF TAX LOT 16, BEING THE THE S1/2 NW1/4 NW1/4 OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE NW1/4 NW1/4; THENCE N00°03'19"E (ASSUMED BEARING) 368.86 FEET ALONG THE EAST LINE OF SAID NW1/4 NW1/4 TO THE POINT OF BEGINNING; THENCE N86°24'24"W 5.56 FEET; THENCE N02°21'43"W 91.03 FEET; THENCE N67°48'19"E 10.14 FEET TO THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°03'19"W 95.14 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 0.02 ACRES, MORE OR LESS.



NORTH



1 inch = 100 ft.

TAX LOT 16
(S1/2 NW1/4 NW 1/4)

TAX LOT 15
(NE1/4 NW 1/4)

PERMANENT SANITARY
SEWER EASEMENT

N86°24'24"W
5.56'

Point of Beginning

N67°48'19"E
10.14'

N02°21'43"W
91.03'

N00°03'19"E
368.86'

S00°03'19"W
95.14'

SE CORNER NW1/4 NW1/4
SEC. 8, T13N, R13E

Revised August 28, 2004
April 08, 2004 1:53:28 p.m.

Drawing: S:\DWG\CLEARWATER\OUTFALL SANITARY SEWER\REVISED OUTFALL EXHIBIT D.DWG (GARYJ)

DESIGNED:

DRAWN: GSJ

CHECKED:

DATE: 4-06-04 PROJECT NO. C02019

SHEET NO.

1 OF 1



Hill-Farrell Associates, Inc.

Architects, Engineers, Land Surveyors

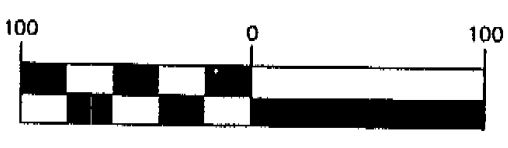
1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

2004-35045C

OUTFALL SEWER EASEMENT

EXHIBIT
B

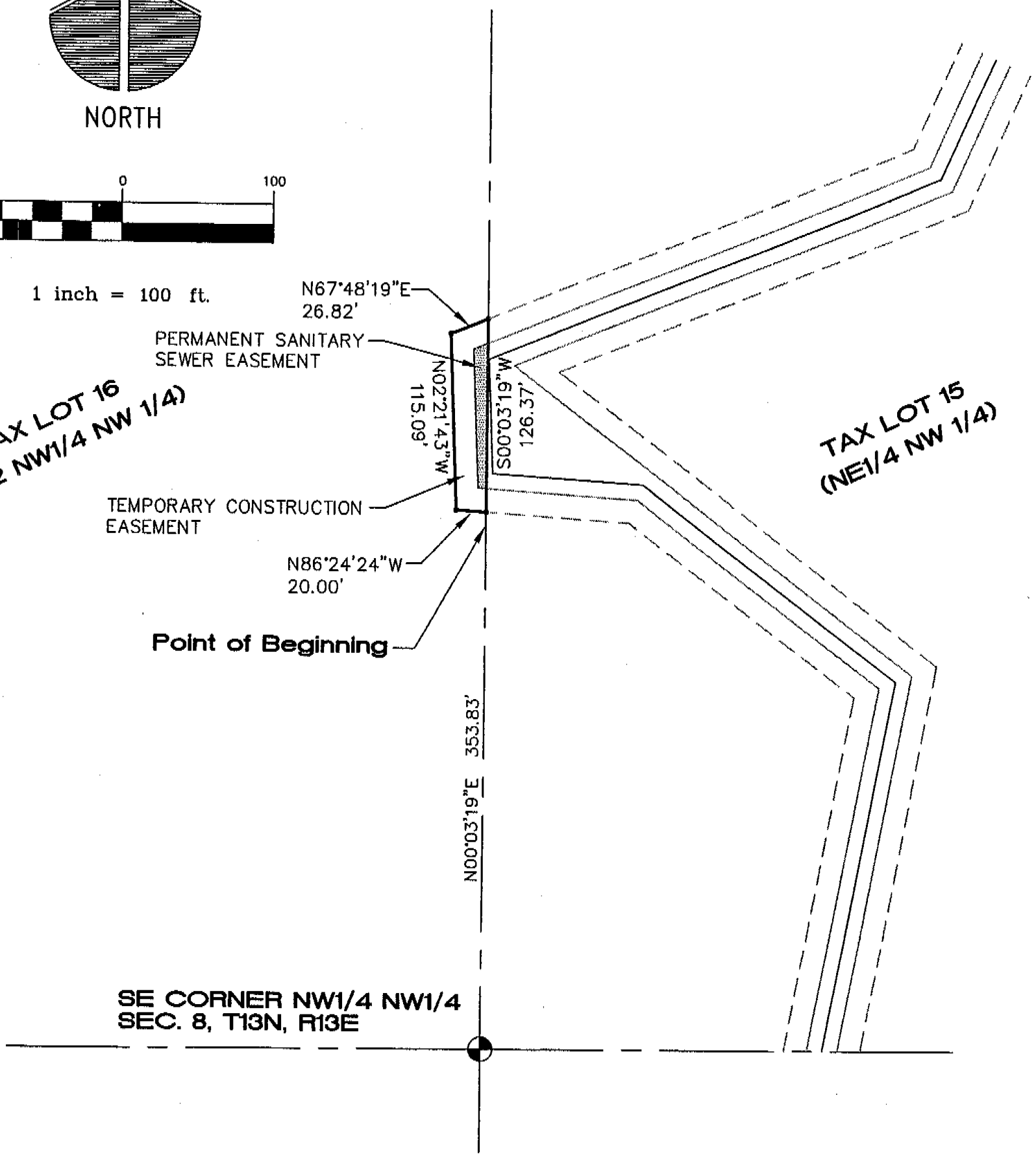
LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT - PARCEL NO. 4
 A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF TAX LOT 16, BEING THE S1/2 NW1/4 NW1/4 OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE NW1/4 NW1/4; THENCE N00°03'19"E (ASSUMED BEARING) 353.83 FEET ALONG THE EAST LINE OF SAID NW1/4 NW1/4 TO THE POINT OF BEGINNING; THENCE N86°24'24"W 20.00 FEET; THENCE N02°21'43"W 115.09 FEET; THENCE N67°48'19"E 26.82 FEET TO THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°03'19"W 126.37 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 0.06 ACRES INCLUDING 0.02 ACRES, PERMANENT EASEMENT, FOR A NET TEMPORARY CONSTRUCTION EASEMENT AREA OF 0.04 ACRES, MORE OR LESS.



1 inch = 100 ft.

TAX LOT 16
(S1/2 NW1/4 NW 1/4)

TAX LOT 15
(NE1/4 NW 1/4)



SE CORNER NW1/4 NW1/4
SEC. 8, T13N, R13E

Revised August 28, 2004
 April 06, 2004 11:12:49 a.m.
 Drawing: S:\DWG\CLEARWATER\OUTFALL SANITARY SEWER\REVISED OUTFALL EXHIBIT C.DWG (GARYJ)

DESIGNED:

DRAWN: GSJ

CHECKED:

DATE: 4-06-04 PROJECT NO. C02019

SHEET NO.



Hill-Farrell Associates, Inc.
 Architects, Engineers, Land Surveyors
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 1