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Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 APR 10 PM 1:01

RECEIVED

When Recorded Return to:
Shaun M. James
GROSS & WELCH
2120 South 72nd Street
Suite 800
Omaha, NE 68124

PERMANENT STORM SEWER EASEMENT

FEE	FB		
BKP	C/O	COMP	
DEL	SCAN	AC	FV

KNOWN BY ALL MEN THESE PRESENTS:

THAT Charleston Woods Development, L.L.C., a Nebraska limited liability company, hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Omaha, a municipal body of the metropolitan class, located in Douglas County, Nebraska, hereinafter referred to as Grantee and to its successors and assigns, an easement for the right to construct, maintain, repair, replace and operate an underground storm sewer, and any appurtenances thereto, in, through, and under, the parcels of land described on Exhibit "A" attached hereto, and incorporated by this reference;

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, repairing, replacing or operating said storm sewer at the will of the Grantee.

It is further agreed as follows:

- Grantor shall construct the storm sewer as part of Grantor's development of the real property known as Lots 1 thru 9 (inclusive) and Outlot "A" of Charleston Woods Replat 1, a subdivision in Douglas County, Nebraska.
- Grantee shall be responsible for all maintenance and repair of the storm sewer upon completion of the storm sewer construction by Grantor. Grantee will replace or rebuild any and all improvements damaged by Grantee exercising its rights of inspecting, maintaining, repairing, replacing or operating said sewer.
- Grantee shall cause any trench made on said easement to be properly refilled and shall cause the surface of the easement to be left in a neat and orderly condition.
- This easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee and any of said construction and work.
- Grantor for itself and its executors and administrators does confirm that Grantor is well seized in fee of the above described property and has the right to grant and convey

this easement in the manner and form aforesaid. Grantor, its heirs, executors, and administrators, shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement is permanent and runs with the land until released by a written instrument executed by the Grantee or its successors or assigns.

6. Only Grantee shall have the right to maintain said storm sewer. For purposes of this easement, maintain or maintenance shall mean and refer to all maintenance, repair, refurbishing or replacements necessary or appropriate to keep said storm sewer in sound structural and operating condition. The cost to maintain said sewer shall be the sole responsibility of the Grantee.

7. This instrument contains the entire agreement of the parties. There are no other agreements or understandings, oral or written, express or implied, between the Grantor and Grantee or their agents. 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

8. Grantee agrees to pay any and all expenses for abstracts of title, release of mortgages, recording fees, and revenue stamps, if required. Real estate taxes for the current year will be prorated as of the date of recording this instrument in the records of the Douglas County Register of Deeds office.

IN WITNESS WHEREOF this instrument is executed this 21st day of March, 2000.

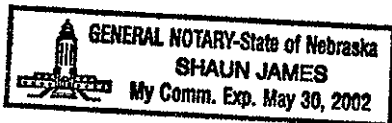
GRANTOR:
Charleston Woods Development, L.L.C.
A Nebraska limited liability company,

By: Charles Sullivan
Charles Sullivan, Manager Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 21st day of March, 2000, before me, the undersigned, a notary public in and for said state, personally came Charles Sullivan, known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his authorized and voluntary act and deed in his official capacity on behalf of Charleston Woods Development, L.L.C., a Nebraska limited liability company.

Witness my hand and notarial seal the day aforesaid.



Shaun James
Notary Public

MORTGAGE HOLDER:

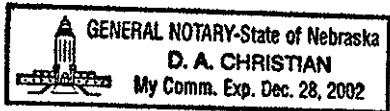
Omaha State Bank

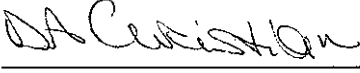
By: 
Bruce Cramer, Senior Vice President

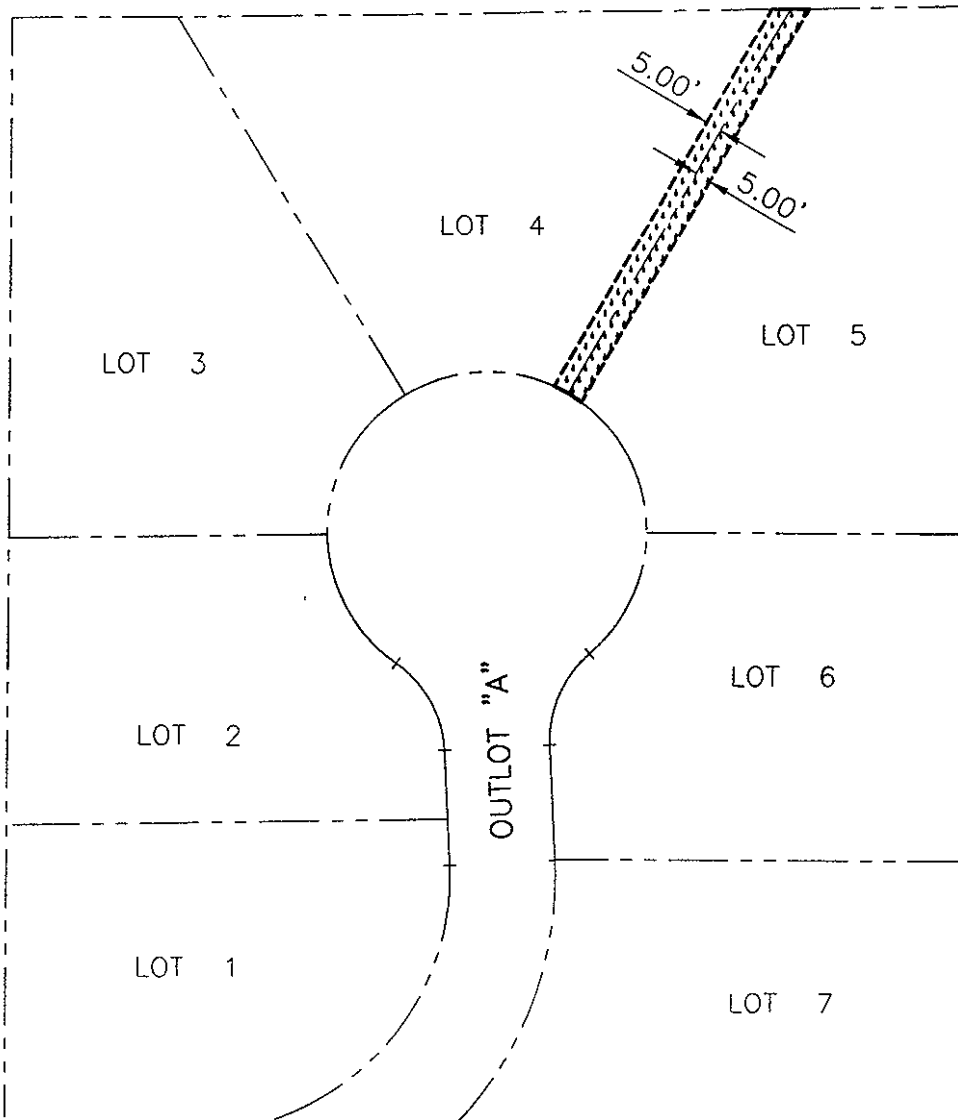
STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 24 day of March, 2000, before me, the undersigned, a notary public in and for said state, personally came Bruce Cramer, known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his authorized and voluntary act and deed in his official capacity on behalf of Omaha State Bank.

Witness my hand and notarial seal the day aforesaid.




Notary Public



C H A R L E S T O N W O O D S R E P L A T 1

LEGAL DESCRIPTION

THE EASTERLY 5.00 FEET IN WIDTH OF LOT 4 TOGETHER WITH THE NORTHWESTERLY 5.00 FEET IN WIDTH OF LOT 5, CHARLESTON WOODS REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX6 DATE: JANUARY 25, 2000
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"