

BK 1413 PG 277-279



MISC 2001 20632

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2001 DEC 14 AM 11:51

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PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WEST DODGE PLACE, L.L.C., hereinafter collectively referred to as GRANTOR whether one or more, 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 and SANITARY AND IMPROVEMENT DISTRICT NO. 462 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate a sanitary sewer, and appurtenances thereto, in, through and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

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 inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.

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

4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer, and related appurtenances in the easement area. Grantee warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit

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

*26303*

requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain said Improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the 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 will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and 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 set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 22 day of March 2001.

GRANTOR:  
WEST DODGE PLACE, L.L.C., a  
Nebraska limited liability company,

By: Talton K. Anderson  
Talton K. Anderson, Manager

STATE OF NEBRASKA     )  
  )     ss.  
COUNTY OF DOUGLAS    )

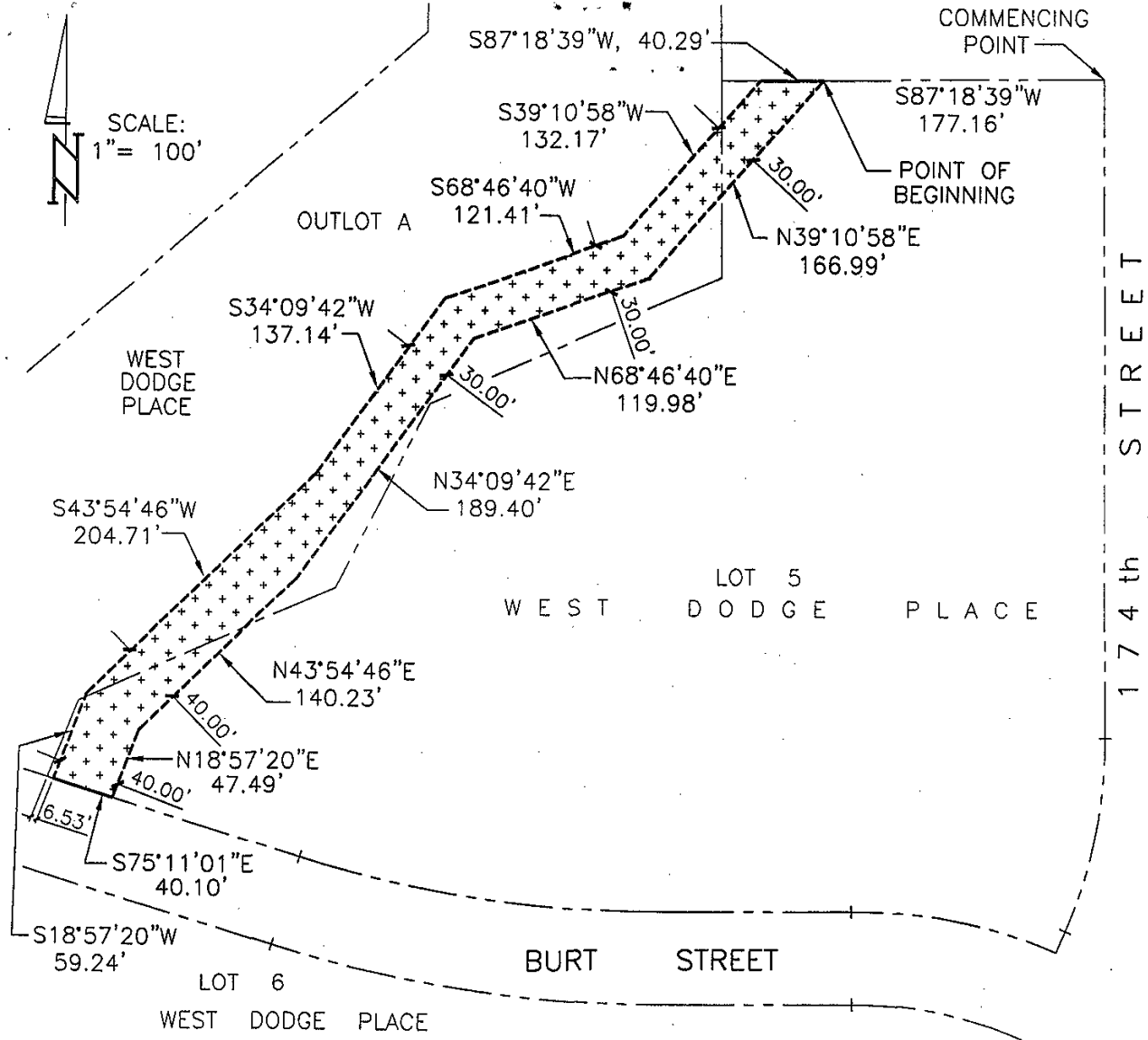
Before me, the undersigned, Notary Public in and for said County and State appeared Talton K. Anderson, Manager of West Dodge Place, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 22 day of March 2001.



Lori Rowan  
Notary Public





### LEGAL DESCRIPTION

PART OF LOT 5, TOGETHER WITH PART OF OUTLOT A, BOTH IN WEST DODGE PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 5; THENCE S87°18'39"W (ASSUMED BEARING) 177.16 FEET ON THE NORTHERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING; THENCE CONTINUING S87°18'39"W 40.29 FEET ON THE NORTHERLY LINE OF SAID LOT 5; THENCE S39°10'58"W 132.17 FEET; THENCE S68°46'40"W 121.41 FEET; THENCE S34°09'42"W 137.14 FEET; THENCE S43°54'46"W 204.71 FEET; THENCE S18°57'20"W 59.24 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6, SAID POINT BEING 6.53 FEET FROM THE SW CORNER OF SAID LOT 5; THENCE S75°11'01"E 40.10 FEET ON THE SOUTHERLY LINE OF SAID LOT 5; THENCE N18°57'20"E 47.49 FEET; THENCE N43°54'46"E 140.23 FEET; THENCE N34°09'42"E 189.40 FEET; THENCE N68°46'40"E 119.98 FEET; THENCE N39°10'58"E 166.99 FEET TO THE POINT OF BEGINNING.

S.I.D.NO. 462, DOUGLAS COUNTY, NE. TD2 FILE NO.: 1201-101-E2 DATE: FEB. 13, 2001  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT A