



EK 1414 PG 037-040



MISC 2001 21030

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Temp. 12.4.01

RETURN: Scott Senis
Kirkham Michael
910 West Dodge Road
Omaha, NE 68124

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Jagmohan G. Desai, Trustee of the Jagmohan G. Desai Revocable Trust and Shobhana J. Desai, Trustee of the Shobhana J. Desai Revocable Trust, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto THE CITY OF OMAHA, in the State of Nebraska, a Municipal Corporation, and THE CITY OF CARTER LAKE, in the State of Iowa, a Municipal Corporation, hereinafter collectively referred to as "Grantee", and to their successors and assigns, an easement for the right to construct, maintain and operate a storm sewer, and appurtenances thereto, in, throughout, and under the parcel of land described on Exhibit "A", attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is the following:

- (a) The use, construction, repair, maintenance, replacement and renewal of storm sewer pipeline, including all necessary manholes and other related appurtenances and the transmission throughout said sewer or storm water runoff; and
- (b) The unobstructed flow and drainage of surface waters over the described real property so long as such property shall be denominated as part of the One Hundred Year Flood Plan by the properly appointed authority and no building or other obstruction shall be built thereon during the effective period of this easement.
- (c) A storm water detention cell in the northeastern triangle area of the easement area.

TO HAVE AND TO HOLD unto said Grantee, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the Grantee. The Grantor may, following construction of said Sewer, continue to use the surface of the easement strip 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 buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, or their successors and assigns without express approval of the Grantee. Improvements which may be approved by Grantee include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, their heirs, successors or 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 Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by Grantee.
3. That Grantee shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat 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.
4. That said Grantor for themselves and their heirs, executors and administrators do confirm with the Grantee and their assigns, that they, the Grantor, are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, or their heirs, executors, and administrators, shall warrant and defend this easement to said Grantee and their 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 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 the Grantors, as current owners of Lots 1, 2 and 3 as shown on the attached Exhibit "A", do hereby agree that the owners of said Lots 1, 2 and 3 shall maintain the storm sewer detention cell. The Grantee City of Omaha shall have the right to assess the cost of maintenance of the storm sewer detention cell to the owners of Lots 1, 2 and 3. The owners of Lots 1, 2 and 3 agree to indemnify the City of Omaha from liability associated with the storm sewer detention cell.

7. That this Instrument contains the entire agreement of the parties; that there are no other different agreements or understanding, except a Temporary Construction Easement if and as applicable, between the Grantor and the Grantee or their agents; and that the Grantor, in executing and delivering this instrument, have not relied upon any promises, inducements, or representation of the Grantee or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 6th day of December, 2001.

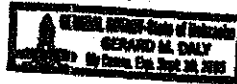
Jagmohan G. Desai Trustee
Jagmohan G. Desai, Trustee
of the Jagmohan G. Desai
Revocable Trust, Grantor

Shobhana J. Desai Trustee
Shobhana J. Desai, Trustee
of the Shobhana J. Desai
Revocable Trust, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 6th day of December, 2001, by Jagmohan G. Desai, Trustee of the Jagmohan G. Desai Revocable Trust.

Gerald M. Daly
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

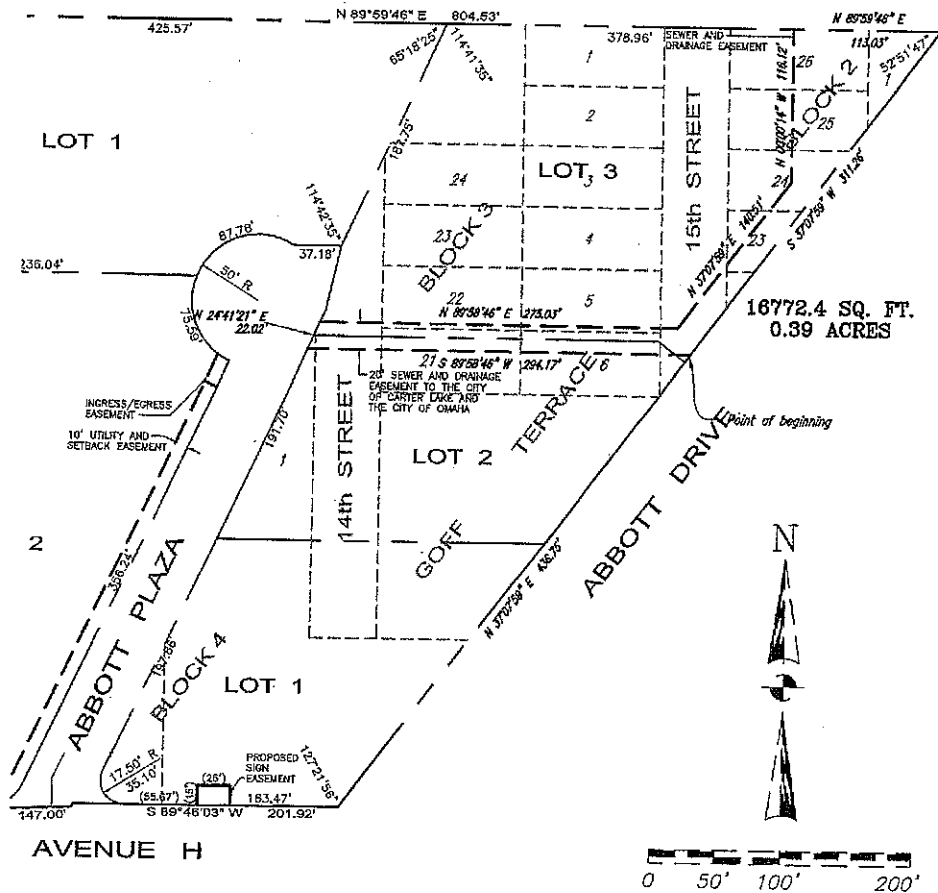
The foregoing instrument was acknowledged before me this 6th day of December, 2001, by Shobhana J. Desai, Trustee of the Shobhana J. Desai Revocable Trust.

Gerald M. Daly
Notary Public



The City of Omaha, Grantee

The City of Carter Lake, Grantee



Easement Description

A tract of land for sewer and drainage purposes located in Lots 1, 23, 24, 25 and 26, Block 2, Lots 5, 6, 21 and 22, Block 3, Lot 1, Block 4, and a part of vacated 14th and 15th Streets and a part of Abbott Drive, all being in Goff Terrace, an addition to the City of Omaha a platted and recorded in Douglas County, Nebraska, being more particularly described as follows: Referring to the intersection of the North right of way line of Avenue "H" and the Westerly right of way line of Abbott Drive; thence N 37°07'59" E (Assumed bearing), 436.75 ft. on the Westerly right of way line of said Abbott Drive to the point of beginning; thence S 89°58'46" W, 294.17 ft.; thence N 24°41'21" E, 22.02 ft.; thence N 89°58'46" E 275.03 ft.; thence N 37°07'59" E, being 20.00 ft. West of and parallel with the West right of way line of Abbott Drive, 140.51 ft.; thence N 00°00'14" W, 116.12 ft. to a point on the North line of said Block 2, Goff Terrace; thence N 89°58'46" E, 113.03 ft. on the North line of said Block 2 to the West right of way line of said Abbott Drive; thence S 37°07'59" W, 311.26 ft. on the Westerly right of way line of said Abbott Drive to the point of beginning, containing 0.39 acres more or less.

SHEET
1/1

SEWER & DRAINAGE
EASEMENT

ABBOTT DRIVE PLAZA

OMAHA NEBRASKA

KIRKHAM
MICHAEL
CONSULTING ENGINEERS