



BK 1413 PG 261-264



MISC 2001 20627

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

2001 DEC 14 AM 11:46

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BKP _____ C/O _____ COMP _____

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PROJECT NO. _____
TRACT NO. _____

PERMANENT GRADING EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT WEST DODGE PLACE, L.L.C. hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of _____ Dollars (\$ _____) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and the STATE OF NEBRASKA, hereinafter referred to as STATE, and the COUNTY OF DOUGLAS, hereinafter referred to as COUNTY, and to their successors and assigns, an easement for the right to construct, maintain and operate a temporary construction easement in order to construct street improvements within 180th Street right-of-way, the parcel of land described as follows, to-wit:

EXHIBIT A, ATTACHED

TO HAVE AND TO HOLD unto said CITY, STATE and COUNTY, their successors and assigns. The GRANTOR may, following construction of said 180th Street improvements, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY, STATE and COUNTY, to use the same for the purposes herein expressed.

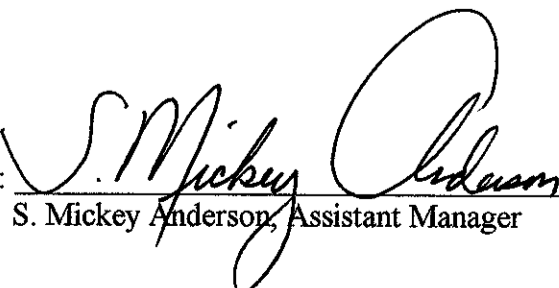
It is further agreed as follows:

1. That no change of grade, retaining wall, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY, STATE, or COUNTY. Improvements which may be approved by CITY, STATE, or COUNTY include retaining walls, 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, his heirs, successors or assigns.
2. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY, STATE and COUNTY and their assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and for aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said CITY, STATE and COUNTY and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

IN WITNESS WHEREOF said GRANTOR have hereunto set their hand this 7th day of December, 2001.

WEST DODGE PLACE, L.L.C.
A Nebraska Limited Liability Company

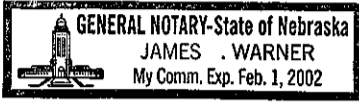
RETURN TO:
KULLEN CAMP
11440 WEST CENTER RD
OMAHA NE 68144

By: 
S. Mickey Anderson, Assistant Manager

ACKNOWLEDGEMENT OF NOTARY

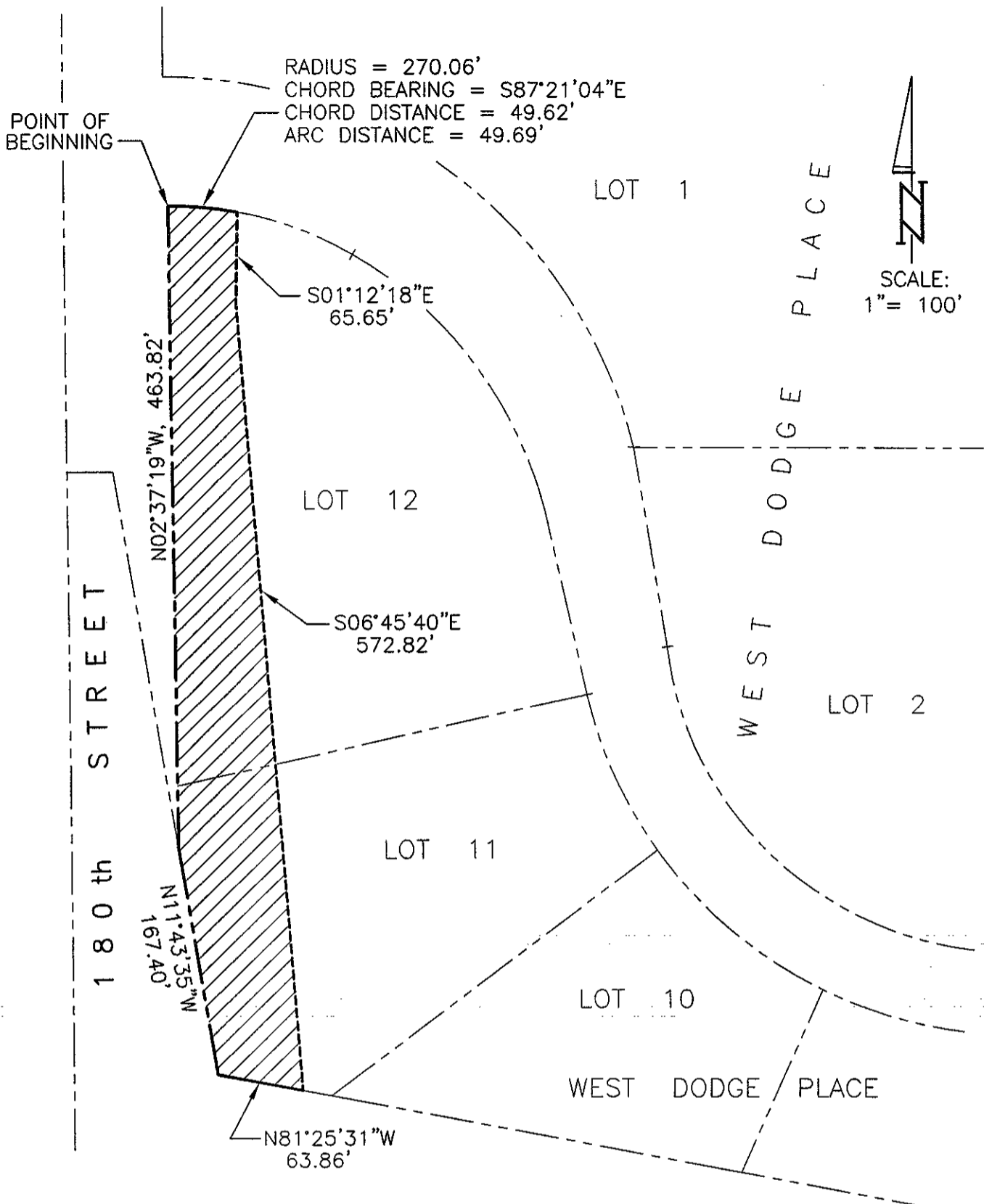
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)SS

The foregoing dedication was acknowledged before me this 7th day of December, 2001 by S. Mickey Anderson, Assistant Manager of West Dodge Place, L.L.C., A Nebraska Limited Liability Company, on behalf of said Company.



James Warner

Notary Public



LEGAL DESCRIPTION

THAT PART OF LOTS 11 AND 12, WEST DODGE PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID LOT 12 ON A 270.06 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S87°21'04"E (ASSUMED BEARING), CHORD DISTANCE 49.62 FEET, AN ARC DISTANCE OF 49.69 FEET; THENCE S01°12'18"E 65.65 FEET; THENCE S06°45'40"E 572.82 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE N81°25'31"W 63.86 FEET ON THE SOUTH LINE OF SAID LOT 11 TO THE SW CORNER THEREOF; THENCE N11°43'35"W 167.40 FEET ON THE WEST LINE OF SAID LOT 11; THENCE N02°37'19"W 463.82 FEET ON THE WEST LINES OF SAID LOTS 11 AND 12 TO THE POINT OF BEGINNING.

EXHIBIT "A"