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REC'D

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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

1625 / 61-25542
FEE 15.00
EXP comp C/O COM?
FEL SCAN dc EV

RETURN TO:
Robert F. Vacek
7000 Spring Street
Omaha, Nebraska 68106

**GRANT OF EASEMENT
PERMANENT STORM SEWER EASEMENT**

This Grant of Easement made this 21st day of January, 1998, between Farm Land Partners of Iowa, an Iowa Partnership, hereinafter referred to as "Grantor", in favor of J.K.S.R. Real Estate Partnership, a Nebraska General Partnership, hereinafter referred to as "Grantee" and its successors and assigns, and the City of Omaha, Nebraska.

THAT, said Grantor in consideration of the sum of Two dollars (\$2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto Grantee and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

See Attached Exhibit "A"

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating a storm sewer and Grantees boundary fence at the will of the Grantee.
3. That no grading, fill or fill material, embankment, buildings, improvements or other structures shall be placed in, on, over or across said easement by Grantor, its successors and assigns, which will impede or interfere with the natural flow of surface water or in any manner impair the drainage of Grantee's adjacent property (Lot 1 Millard Industrial Park Replat 3) into the storm sewer located on the easement. Grantor may landscape and grade the easement area so as to permit the drainage of its surface water into the storm sewer located on the easement. Any improvements, trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors or assigns.
4. Grantee shall cause any disturbance of grade made on said easement which impedes, impairs or interferes with Grantee's drainage to be properly refilled and shall cause the premises 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 for any of said construction work.
5. That said Grantor for himself and his successors and assigns, do confirm with the Grantee and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will,

and his successors and assigns, shall warrant and defend this easement to Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

- 6. 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.

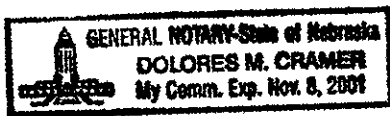
IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

Farm Land Partners of Iowa

By: *Patrick T. Deren*
Patrick T. Deren, General Partner

STATE OF ^{Nebraska} IOWA, COUNTY OF ^{Douglas} ~~SHELBY~~

This instrument was acknowledged before me on this 21 day of January, 1998, by Patrick T. Deren as General Partner of Farm Land Partners of Iowa.



Dolores M Cramer
Notary Public in and for Said County and State

EXHIBIT "A"

PERMANENT STORM SEWER EASEMENT

A tract of land located in part of Lot 2, Millard Industrial Park Replat Three, a subdivision located in the NW 1/4 of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2, Millard Industrial Park Replat Three, said point also being the Southwest corner of Lot 1, said Millard Industrial Park Replat Three, said point also being on the East right-of-way line of 140th Street; thence N90°00'00"E (assumed bearing) along the North line of said Lot 2, Millard Industrial Park Replat Three, said line also being the South line of said Lot 1, Millard Industrial Park Replat Three, a distance of 4.60 feet to the point of beginning; thence continuing N90°00'00"E along said North line of Lot 2, Millard Industrial Park Replat Three, said line also being said South line of Lot 1, Millard Industrial Park Replat Three, a distance of 23.02 feet; thence S74°19'42"W, a distance of 23.91 feet; thence N00°00'00"E, a distance of 6.46 feet to the point of beginning.

Said tract of land contains an area of 74 square feet to 0.002 acres, more or less.

