




MISC 2010004160



JAN 14 2010 14:41 P 4

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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 1/14/2010 14:41:22.45  
  
 2010004160

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**PERMANENT SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT MEAK FARM PARTNERSHIP, a Nebraska general partnership (hereinafter referred to as "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NUMBER 539 OF DOUGLAS COUNTY, NEBRASKA, AND THE CITY OF OMAHA, NEBRASKA (hereinafter collectively referred to as "Grantee"), and to their respective successors and assigns, a permanent easement for the right to inspect, maintain, and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

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

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, together with the right of ingress to and egress from such easement area for the purposes of inspecting, maintaining, and operating said sanitary sewer at the will of Grantee. Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement area conveyed hereby for other purposes, subject to the right of Grantee to use such easement area 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 such easement area by Grantor, or its successors and assigns, without express written approval of Grantee, which approval shall not be unreasonably withheld. Improvements which may be placed on or across such easement area by Grantor include landscaping, roads, streets, parking area surfacing, and pavement. Any such improvements, including any trees, grass or shrubbery placed on such easement area, shall be maintained by Grantor and its successors or assigns.
2. That Grantee will replace, repair, or rebuild any and all damage to improvements caused by Grantee's exercising its rights of inspecting, maintaining, and operating said sanitary sewer.

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

3. That the intent of this easement is that Grantee will construct, for its benefit and for the benefit of Grantor, a sanitary sewer in such easement area. Grantee warrants that the sanitary sewer will be constructed in a good and workmanlike manner in accordance with all applicable rules, regulations, and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction, or replacement of the sanitary sewer shall be at Grantee's sole cost and expense, except for any repairs, maintenance, reconstruction, or replacement necessitated by the actions solely of Grantor or Grantor's successors or assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of Grantee's failure to do so from Grantor or its successors or assigns, Grantor shall have the right, but not the obligation, to repair, replace, and maintain the sanitary sewer and to be reimbursed by Grantee and its successors or assigns for the cost of such work.

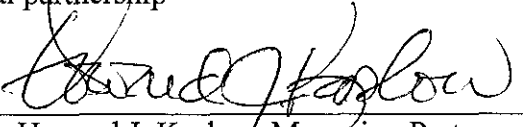
4. That Grantor does confirm with Grantee and Grantee's successors and assigns that Grantor is well seised in fee of the above-described property, that Grantor has the right to grant and convey this easement in the manner and form aforesaid, and that Grantor will warrant and defend this easement to Grantee and Grantee's successors and assigns against the lawful claims and demands of all persons claiming by, through, or under Grantor. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a related temporary construction easement for said sanitary sewer, between Grantor and Grantee or Grantee's agents; and that Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or Grantee's agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 13<sup>th</sup> day of January, 2010.

GRANTOR:

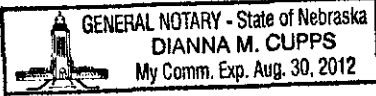
MEAK FARM PARTNERSHIP, a Nebraska  
general partnership

By:   
Howard J. Kaslow, Managing Partner

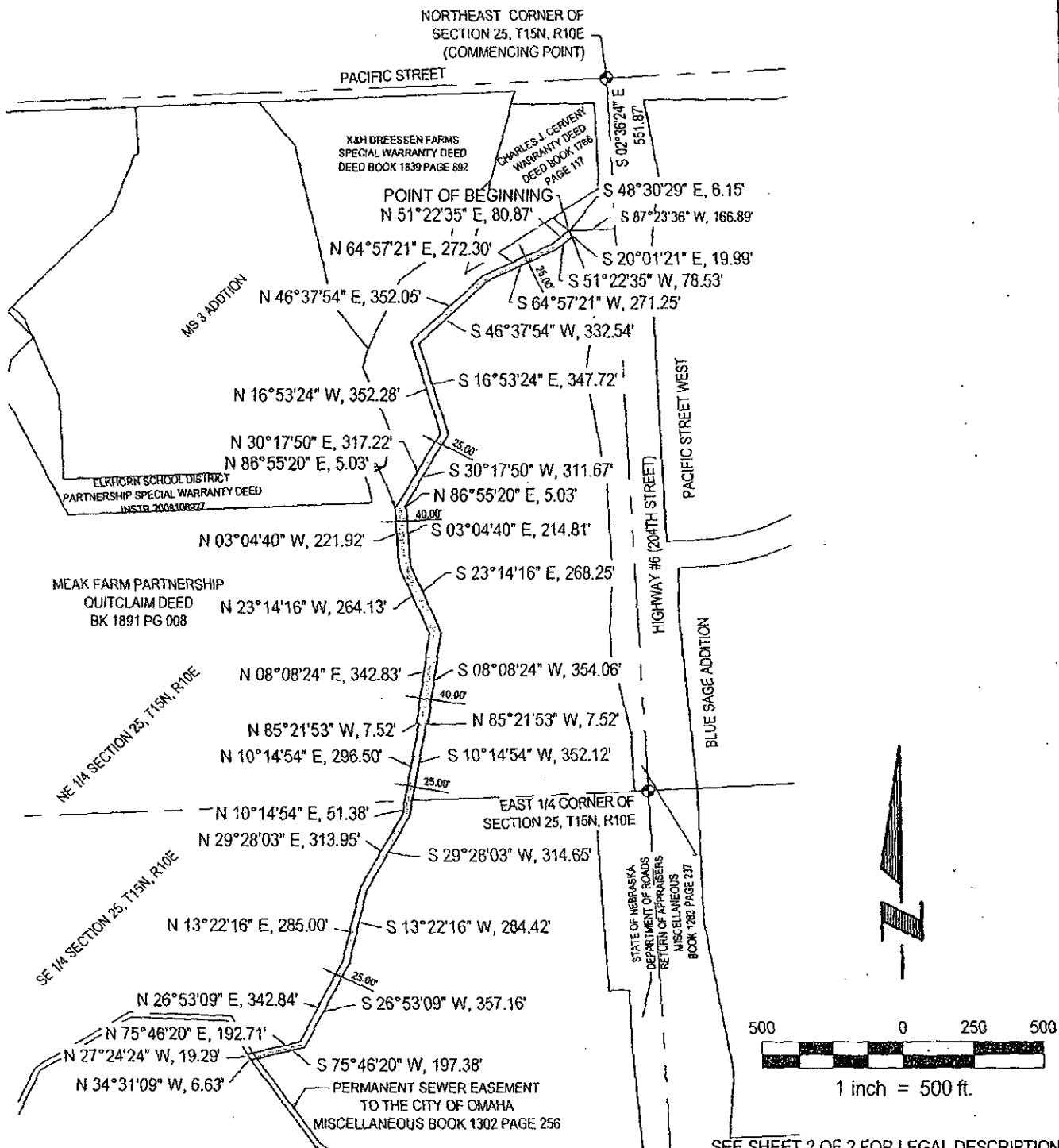
STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 13th day of January, 2010, by Howard J. Kaslow, Managing Partner of Meak Farm Partnership, a Nebraska general partnership, on behalf of such partnership.


  
Notary Public



# EXHIBIT "A"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

 <b>E&amp;A CONSULTING GROUP, INC.</b> ENGINEERING • PLANNING • FIELD SERVICES <small>330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700</small>		
Drawn by: TRH	Chkd by: <i>wac 6-24-09</i>	Chkd by: _____
Job No.: P2005.206.001	Date: 6-9-09	SHEET 1 OF 2

**PERMANENT SANITARY SEWER EASEMENT**  
 EAST 1/2 OF SECTION 25 - T15N - R10E  
 DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "A"

MEAK FARM PARTNERSHIP  
QUITCLAIM DEED  
BK 1891 PG 8

## LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE EAST 1/2 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S02°36'24"E (ASSUMED BEARING) ALONG THE EAST LINE OF THE NE1/4 OF SAID SECTION 25, A DISTANCE OF 551.87 FEET; THENCE S87°23'36"W, A DISTANCE OF 166.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S48°30'29"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6, A DISTANCE OF 6.15 FEET; THENCE S20°01'21"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6, A DISTANCE OF 19.99 FEET; THENCE S51°22'35"W, A DISTANCE OF 78.53 FEET; THENCE S64°57'21"W, A DISTANCE OF 271.25 FEET; THENCE S46°37'54"W, A DISTANCE OF 332.54 FEET; THENCE S16°53'24"E, A DISTANCE OF 347.72 FEET; THENCE S30°17'50"W, A DISTANCE OF 311.67 FEET; THENCE N86°55'20"E, A DISTANCE OF 5.03 FEET; THENCE S03°04'40"E, A DISTANCE OF 214.81 FEET; THENCE S23°14'16"E, A DISTANCE OF 268.25 FEET; THENCE S08°08'24"W, 354.06 FEET; THENCE N85°21'53"W, A DISTANCE OF 7.52 FEET; THENCE S10°14'54"W, 352.12 FEET; THENCE S29°28'03"W, A DISTANCE OF 314.65 FEET; THENCE S13°22'16"W, A DISTANCE OF 284.42 FEET; THENCE S26°53'09"W, A DISTANCE OF 357.16 FEET; THENCE S75°46'20"W, A DISTANCE OF 197.38 FEET TO A POINT ON THE SOUTHERLY LINE OF A PERMANENT SANITARY SEWER EASEMENT RECORDED IN MISCELLANEOUS BOOK 1302 PAGE 256; THENCE N34°31'09"W ALONG SAID SOUTHERLY LINE OF A PERMANENT SANITARY SEWER EASEMENT RECORDED IN MISCELLANEOUS BOOK 1302 PG 256, A DISTANCE OF 6.63 FEET; THENCE N27°24'24"W, A DISTANCE OF 19.29 FEET; THENCE N75°46'20"E, A DISTANCE OF 192.71 FEET; THENCE N26°53'09"E, A DISTANCE OF 342.84 FEET; THENCE N13°22'16"E, A DISTANCE OF 285.00 FEET; THENCE N29°28'03"E, A DISTANCE OF 313.95 FEET; THENCE N10°14'54"E, A DISTANCE OF 51.38 FEET; THENCE N10°14'54"E, A DISTANCE OF 296.50 FEET; THENCE N85°21'53"W, A DISTANCE OF 7.52 FEET; THENCE N08°08'24"E, A DISTANCE OF 342.83 FEET; THENCE N23°14'16"W, A DISTANCE OF 264.13 FEET; THENCE N03°04'40"W, A DISTANCE OF 221.92 FEET; THENCE N86°55'20"E, A DISTANCE OF 5.03 FEET; THENCE N30°17'50"E, A DISTANCE OF 317.22 FEET; THENCE N16°53'24"W, A DISTANCE OF 352.28 FEET; THENCE N46°37'54"E, A DISTANCE OF 352.05 FEET; THENCE N64°57'21"E, A DISTANCE OF 272.30 FEET; THENCE N51°22'35"E, A DISTANCE OF 80.87 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 104,664 SQUARE FEET OR 2.403 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**

ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 896-4700

Drawn by: TRH

Chkd by: *MEC 6-24-09*

Chkd by:

Job No.: P2005.206.001

Date: 6-9-09

SHEET 2 OF 2

**PERMANENT SANITARY SEWER  
EASEMENT**

EAST 1/2 OF SECTION 25 - T15N - R10E

DOUGLAS COUNTY, NEBRASKA