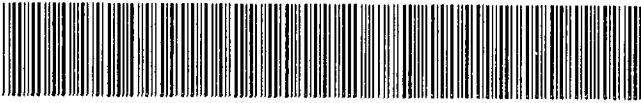




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## PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **THE WATER'S EDGE UNITED METHODIST CHURCH**, a Nebraska non-profit corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 562 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF OMAHA, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and its successors and assigns, a permanent easement for the right to construct, maintain and operate storm sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, though, and under the parcel of land described as follows, to-wit:

### SEE EXHIBIT "A" ATTACHED HERETO STORM SEWER EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the SID, its successors and assigns, and the CITY and its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage ways at the will of the SID or the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID and the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, 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 or its successors and assigns without the express approval of the SID and the CITY. Improvements which may be approved by the SID and the CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That the SID or the CITY will replace or rebuild any and all damage to improvements caused by the SID or the CITY in 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 the SID or the CITY.

Return to  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

3. This Storm Sewer Easement is also for the benefit of any contractor, agent, employee or representative of the SID and the CITY in any of said construction and work.

4. That the SID or the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

5. That said GRANTOR does confirm with the said SID and the CITY, and their successors and assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Sewer Easement in the manner and form aforesaid, and GRANTOR shall warrant and defend this Permanent Sewer Easement to said SID or the CITY and their successors and assigns against the lawful claims and demands of all persons. This Permanent Sewer Easement runs with the land.

6. That said Storm Sewer Easement is granted upon the condition that the SID or the CITY 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. The SID shall allow GRANTOR and its successors and assigns to GRANTOR'S property as legally described on Exhibit "A" attached hereto, the right to connect its sanitary and storm sewers to the sanitary and storm sewer structures constructed by the SID at no cost to the GRANTOR and its successors and assigns to GRANTOR'S property as legally described as Lot 260, Falling Waters, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

8. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings, except a Temporary Construction Easement, if and as applicable, between the GRANTOR and the SID and the CITY or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or the CITY or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 9th day of April, 2014.

**THE WATER'S EDGE UNITED METHODIST CHURCH**, a Nebraska non-profit corporation

By: Tim Tucker  
Tim Tucker, President

STATE OF NEBRASKA )  
  ) ss.:  
COUNTY OF DOUGLAS )

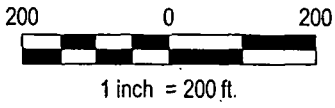
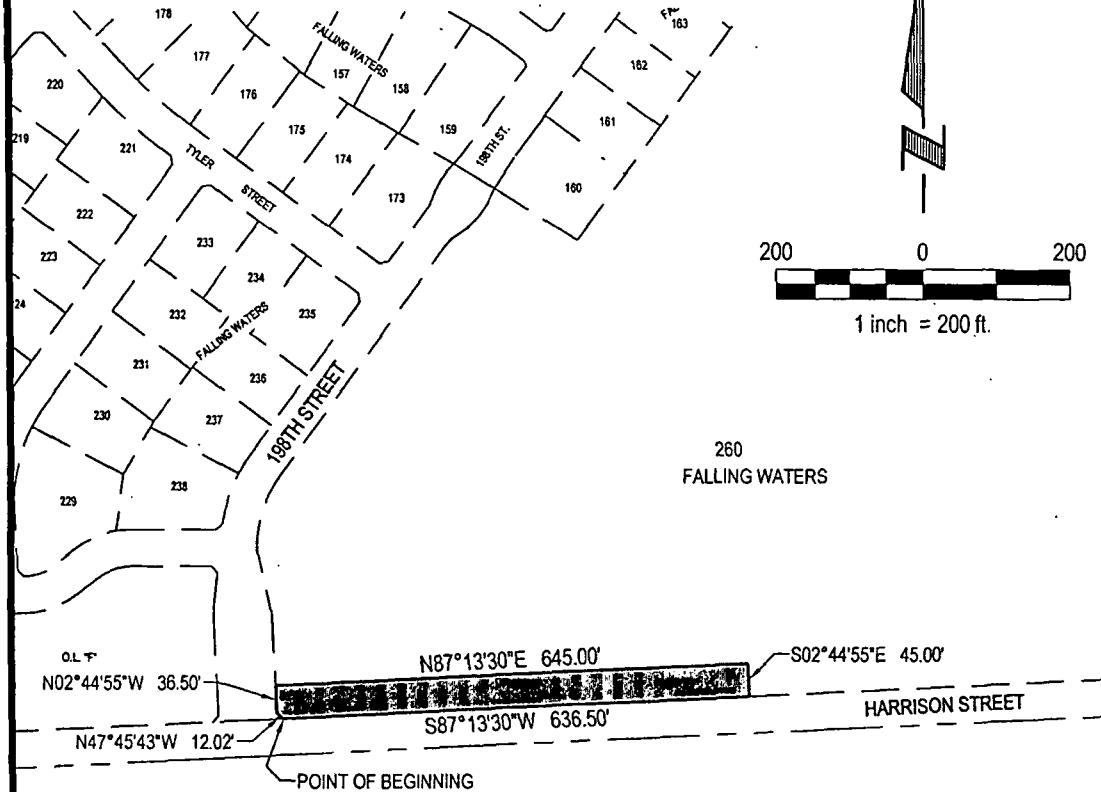
On this 9th day of April, 2014, before me, the undersigned, a Notary Public in and for said County, personally came **TIM TUCKER, President** of **THE WATER'S EDGE UNITED METHODIST CHURCH**, a Nebraska non-profit corporation, to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such President and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County the day and year last above written.

Leslie Pierce  
Notary Public



# EXHIBIT "A"



**LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN PART OF LOT 260, FALLING WATERS, A SUBDIVISION LOCATED IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 14, NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 260, FALLING WATERS, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF 198TH STREET; THENCE N47°45'43"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 260, FALLING WATERS, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 198TH STREET, A DISTANCE OF 12.02 FEET; THENCE N02°44'55"W ALONG SAID WEST LINE OF LOT 260, FALLING WATERS, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 198TH STREET, A DISTANCE OF 36.50 FEET; THENCE N87°13'30"E, A DISTANCE OF 645.00 FEET; THENCE S02°44'55"E, A DISTANCE OF 45.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 260, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE S87°13'30"W ALONG THE SOUTH LINE OF SAID LOT 260, SAID LINE ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 636.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 28,989 SQUARE FEET OR 0.665 ACRES, MORE OR LESS.



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

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: CJV Chkd by: JH Scale: 1" = 200' Date: 03/17/2014  
Job No.: P2003.057.019 Book No.####

**STORM SEWER EASEMENT**  
**LOT 260, FALLING WATERS**  
SOUTH 1/2 SEC. 7, T14N, R11E  
DOUGLAS COUNTY, NEBRASKA