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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Project No. _____
Tract No. _____
Address: _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WATERFORD DEVELOPMENT, L.L.C., a Nebraska limited liability company, its successors and assigns, 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. 427 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary outfall sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

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

TO HAVE AND TO HOLD unto said CITY, 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 sewer at the will of the CITY. 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 CITY to use the same for the purposes herein expressed.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, its successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sewer line installed and maintained by Grantee under the terms of this Easement at no expense whatsoever. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Douglas County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever. Grantor acknowledges that the conditions, terms and connection fees in connection with this easement shall be subject to the then current rules and regulations of the City of Omaha over which SID #427 has no control.

It is further agreed as follows:

1. That no buildings or other structures shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the CITY. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the CITY shall cause any trench made on said easement strip to be properly refilled in accordance with good engineering practices 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 CITY and any of said construction work.
5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

GAINES, MULLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

16553d
FEE 30.50 FB 01.60000
BKP 26-16-11 C/O COMP
DEL SCAN DS.FV

6. That said easement is granted upon the condition that the CITY may 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.

7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

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

October IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 7th day of October, 1999.

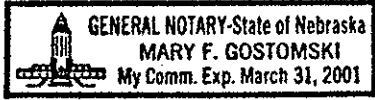
WATERFORD DEVELOPMENT, L.L.C., a Nebraska limited liability company,

By Maurice M. Udes
Maurice M. Udes, Manager

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

On this 7th day of October, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Maurice M. Udes, to me personally known to be the Manager of WATERFORD DEVELOPMENT, L.L.C., a Nebraska limited liability company, 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 Manager and the voluntary act and deed of said company.

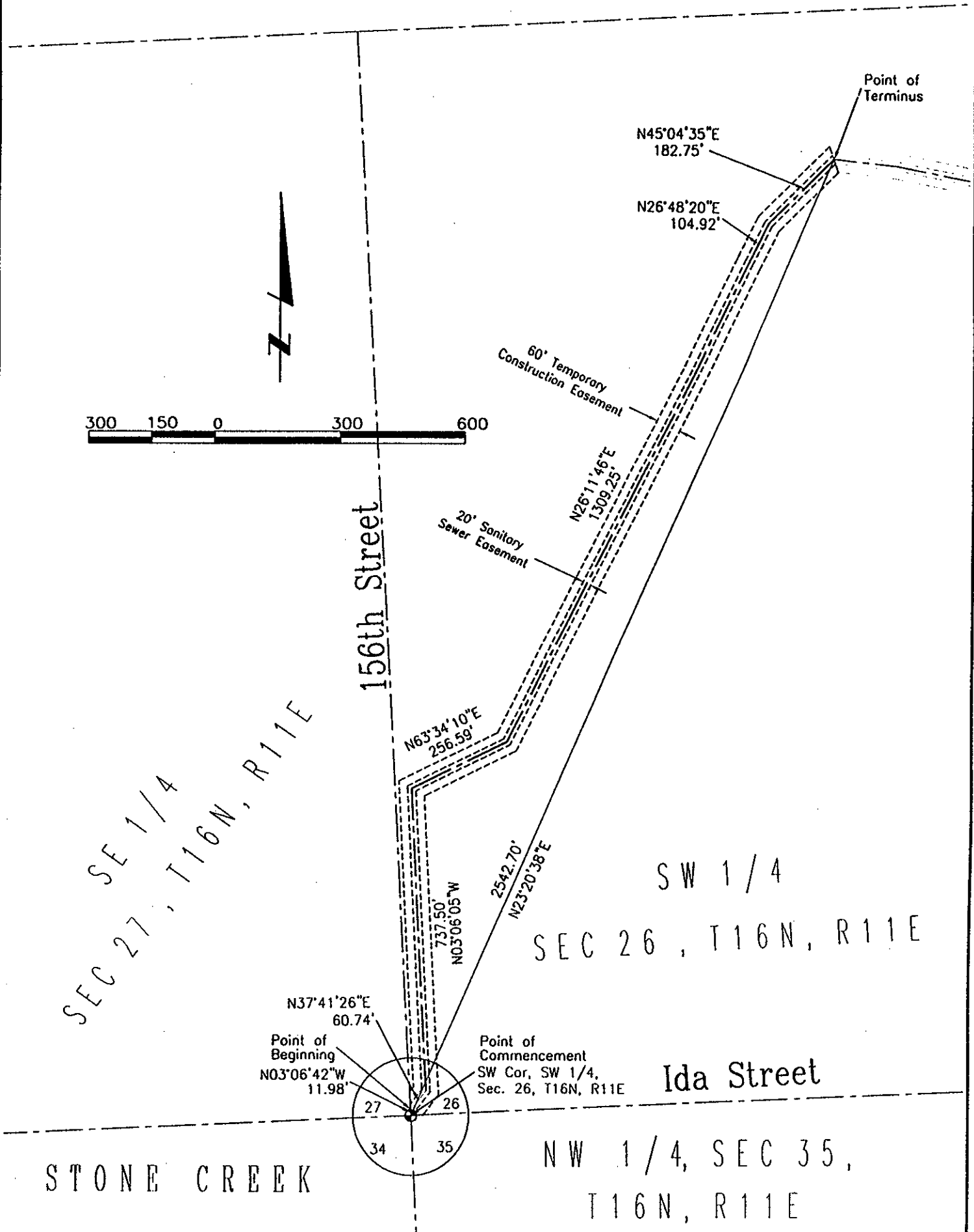
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Mary F. Gostomski
Notary Public

My commission expires: _____

EXHIBIT A



97003\9703E183

Book _____ Page _____ Date Sept. 9, 1999 Dwn.By oet Job Number 97045.11-033



lamp, rynearson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100
 omaha, nebraska 68154-2029

ph 402-498-2498
 fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for construction and maintenance of sanitary sewers over that part of the Southwest Quarter of Section 26, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the southwest corner of the said Southwest Quarter of Section 26;
Thence North 03°06'42" West (bearings referenced to the Nebraska State Plane System) for 11.98 feet along the west line of the said Southwest Quarter of Section 26 to the centerline of said twenty foot (20') strip easement and the TRUE POINT OF BEGINNING;
Thence North 37°41'26" East for 60.74 feet along said centerline;
Thence North 03°06'05" West for 737.50 feet along said centerline;
Thence North 63°34'10" East for 256.59 feet along said centerline;
Thence North 26°11'46" East for 1309.25 feet along said centerline;
Thence North 26°48'20" East for 104.92 feet along said centerline;
Thence North 45°04'35" East for 182.75 feet along said centerline to the POINT OF TERMINUS;
Said Point of Terminus falling North 23°20'38" East for 2542.70 feet from the Point of Commencement.
Contains 1.23 acre.

LEGAL DESCRIPTION

A temporary sixty foot (60') strip construction easement over that part of the Southwest Quarter of Section 26, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the southwest corner of the said Southwest Quarter of Section 26;
Thence North 03°06'42" West (bearings referenced to the Nebraska State Plane System) for 11.98 feet along the west line of the said Southwest Quarter of Section 26 to the centerline of said twenty foot (20') strip easement and the TRUE POINT OF BEGINNING;
Thence North 37°41'26" East for 60.74 feet along said centerline;
Thence North 03°06'05" West for 737.50 feet along said centerline;
Thence North 63°34'10" East for 256.59 feet along said centerline;
Thence North 26°11'46" East for 1309.25 feet along said centerline;
Thence North 26°48'20" East for 104.92 feet along said centerline
Thence North 45°40'35" East for 182.75 feet along said centerline to the POINT OF TERMINUS;
Said Point of Terminus falling North 23°20'38" East for 2542.70 feet from the Point of Commencement.
Contains 3.69 acres including 1.23 acres of permanent sanitary sewer easement.

September 13, 1999

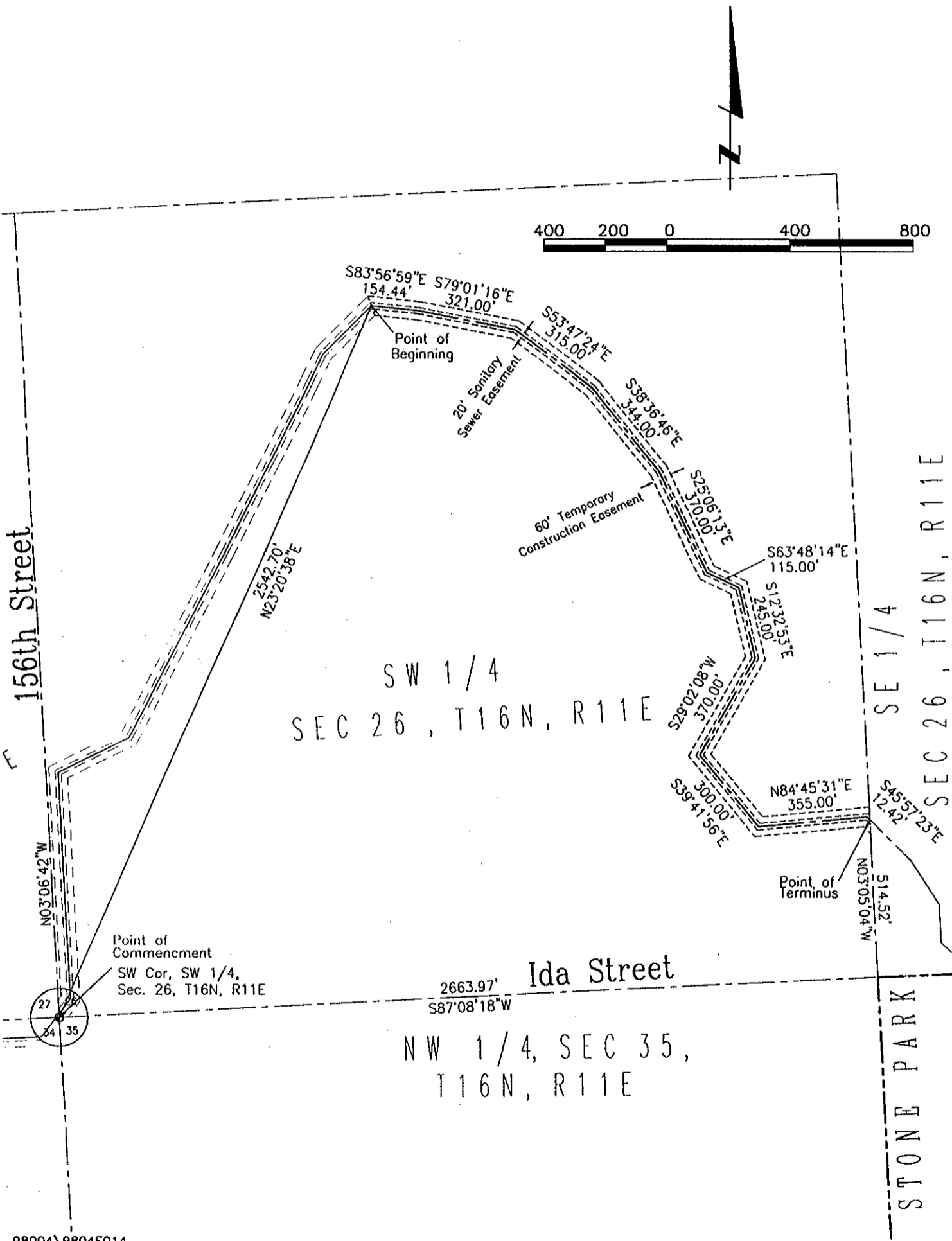
LAMP, RYNEARSON & ASSOCIATES, INC.

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97045.11 033

(Stone Creek Outfall in SW4, 26-16-11)

EXHIBIT 6



98004\9804E014

Book _____ Page _____ Date Sept. 9, 1999 Dwn.By oet Job Number 97045.11-033



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730



LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for construction and maintenance of sanitary sewers over that part of the Southwest Quarter of Section 26, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the southwest corner of the said Southwest Quarter of Section 26 and referencing the west line thereof to bear: North 03°06'42" West in the Nebraska State Plane System;

Thence North 23°20'38" East for 2542.70 feet to the centerline of said twenty foot (20') strip easement and the TRUE POINT OF BEGINNING;

Thence South 83°56'59" East for 154.44 feet along said centerline;

Thence South 79°01'16" East for 321.00 feet along said centerline;

Thence South 53°47'24" East for 315.00 feet along said centerline;

Thence South 38°36'46" East for 344.00 feet along said centerline;

Thence South 25°06'13" East for 370.00 feet along said centerline;

Thence South 63°48'14" East for 115.00 feet along said centerline;

Thence South 12°32'53" East for 245.00 feet along said centerline;

Thence South 29°02'08" West for 370.00 feet along said centerline;

Thence South 39°41'56" East for 300.00 feet along said centerline;

Thence North 84°45'31" East for 355.00 feet along said centerline;

Thence South 45°57'23" East for 12.42 feet along said centerline to the east line of the said Southwest Quarter of Section 26 and the POINT OF TERMINUS;

Said Point of Terminus falling North 03°05'04" West for 514.52 feet from the Point of Commencement.

Contains 1.33 acre.

LEGAL DESCRIPTION

A temporary sixty foot (60') strip construction easement over that part of the Southwest Quarter of Section 26, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the southwest corner of the said Southwest Quarter of Section 26 and referencing the west line thereof to bear: North 03°06'42" West in the Nebraska State Plane System;

Thence North 23°20'38" East for 2542.70 feet to the centerline of said sixty foot (60') strip easement and the TRUE POINT OF BEGINNING;

Thence South 83°56'59" East for 154.44 feet along said centerline;

Thence South 79°01'16" East for 321.00 feet along said centerline;

Thence South 53°47'24" East for 315.00 feet along said centerline;

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Thence South 12°32'53" East for 245.00 feet along said centerline;

Thence South 29°02'08" West for 370.00 feet along said centerline;

Thence South 39°41'56" East for 300.00 feet along said centerline;

Thence North 84°45'31" East for 355.00 feet along said centerline;

Thence South 45°57'23" East for 12.42 feet along said centerline to the east line of the said Southwest Quarter of Section 26 and the POINT OF TERMINUS;

Said Point of Terminus falling North 03°05'04" West for 514.52 feet from the Point of Commencement.

Contains 4.00 acres.

September 13, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

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(Stone Creek Outfall in SW4, 26-16-11)