



BK 0945 PG 240



MISC 1990 21674

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INDEXING
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PERMANENT CHANNEL MAINTENANCE AND DRAINAGE EASEMENT

This Grant of Easement is made this 22 day of October, 1990 by H. Lee Gendler and Irvin Gendler, hereinafter referred to as "Grantor" in favor of Sanitary and Improvement District No. 358 of Douglas County, Nebraska and Papio-Missouri Natural Resources District, hereinafter collectively referred to as "Grantee".

W I T N E S S E T H:

That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto the Grantee, and its respective successors and assigns forever,

(i) a permanent channel maintenance and drainage easement for the construction, reconstruction, repair, grading and maintenance of Big Papillion Creek and the area adjoining Big Papillion Creek within the easement area so as to permit the proper flow of water through Big Papillion Creek and to properly maintain in all respects the easement area, together with all appurtenances and structures relating to Big Papillion Creek and easement area,

(ii) a permanent easement for the installation of sanitary and storm sewer pipes and pedestrian walkways, which do not interfere with or hinder Grantor's use and enjoyment of the easement area improvements or paving in existence prior to new walkway construction; Grantee shall, at its expense, relocate walkways within the easement area at such times as Grantor constructs improvements or paving within the easement area, along with the right to enter upon the easement area for the purpose of construction, reconstruction, maintenance, grading and repair of said Big

Papillion Creek and the area within the easement area, in, through, over and under the real property described as follows:

Part of Lots 1, 2, 3 and 4 of the Meadowlands, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

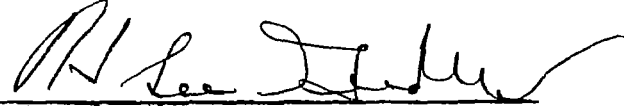
No buildings or structures shall be placed in, over, on or across said easement area by the undersigned, its successors or assigns, without the express approval of said Grantee. Any trees, grass, shrubbery and pavement placed on said easement by Grantor shall be maintained by Grantor, its successors and assigns.

Said Grantee, upon completion of any construction, reconstruction, repair, grading or maintenance work within the easement area, shall put the easement area in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee in any of said construction or work.


Said Grantor for itself, its heirs and assigns, does hereby confirm with the Grantee, and its assigns, that the Grantor is 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 shall warrant and defend this easement to such Grantee, and its assigns, against the lawful claims and demands of all persons. This easement runs with the land

IN WITNESS WHEREOF, said Grantor has hereunto set their hands and seal the day and years first above written.

GRANTOR:



 H. Lee Gendler



 Irvin Gendler

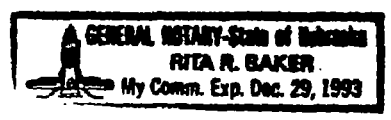
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

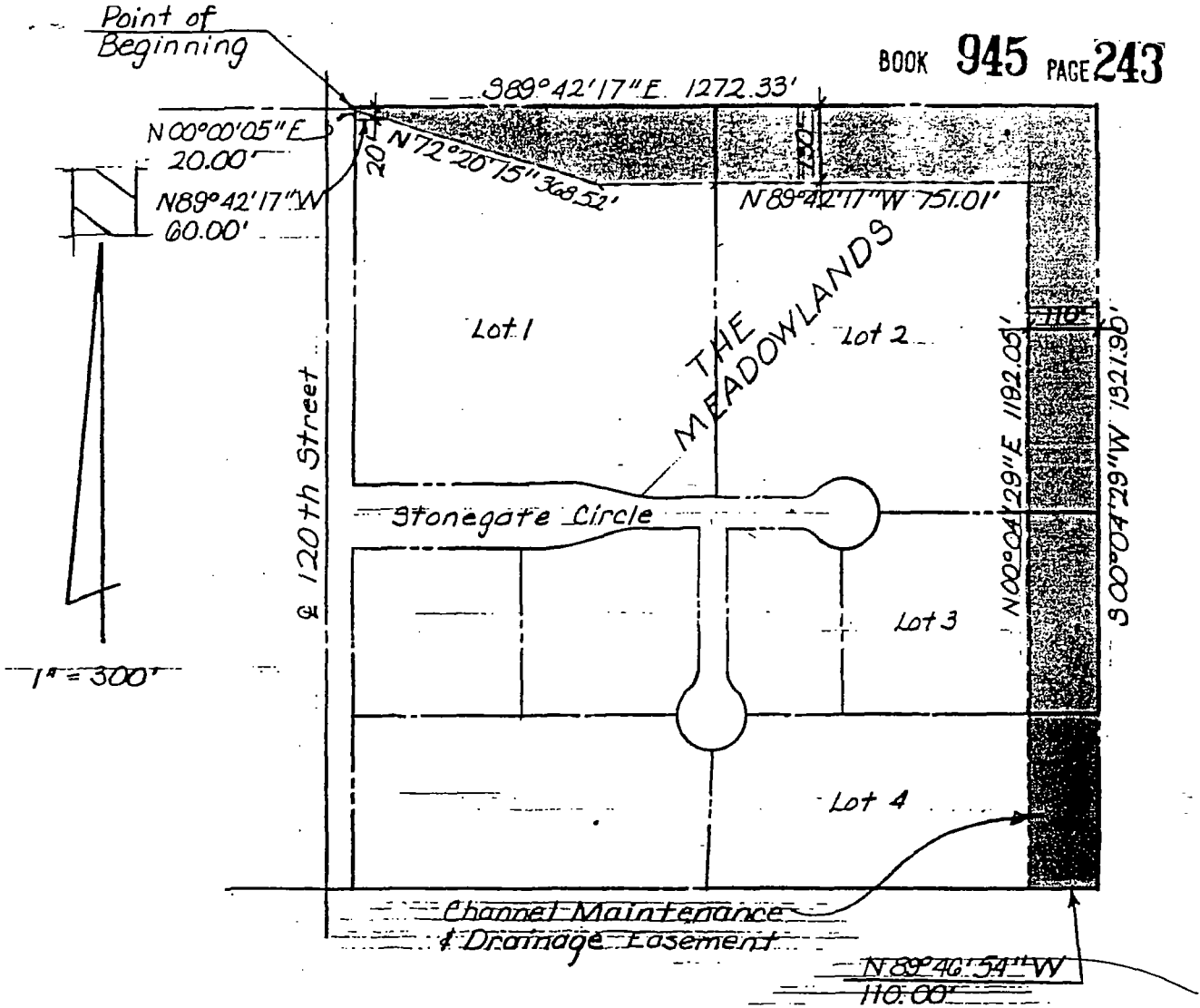
On this 22 day of October, 1990, before my, self,
the undersigned officer, personally appeared H. Lee Gendler and Irvin Gendler,
known to me or satisfactorily proven to be the persons whose names are
subscribed to the within instrument and acknowledged that they executed the
same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Peter R. Baker
Notary Public

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Legal Description:

Part of Lots 1, 2, 3, and 4 of The Meadowlands, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska all more particularly described as follows: Beginning at the NW corner of said Lot 1; thence S89°42'17"E (assumed bearing) 1272.33 feet on the North line of said Lots 1 and 2 to the NE corner of said Lot 2; thence S00°04'29"W 1321.90 feet on the East line of said Lots 2, 3, and 4 to the SE corner of said Lot 4; thence N89°46'54"W 110.00 feet on the South line of said Lot 4; thence N00°04'29"E 1192.05 feet on a line 110.00 feet West of and parallel to the East line of said Lots 2, 3, and 4; thence N89°42'17"W 751.01 feet on a line 130.00 feet South of and parallel to the North line of said Lots 1 and 2; thence N72°20'15"W 368.52 feet; thence N89°42'17"W 60.00 feet on a line 20.00 feet south of and parallel to the North line of said Lot 1 to the West line of said Lot 1; thence N00°00'05"E 20.00 feet on the West line of said Lot 1 to the point of beginning.

Handwritten: Paul
7/12/91

BK 945 N C/O FEE 2200
 PG 240-243 Comp DEL: MN MB
 OF Misc COMP FB 58-25055

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 NOV 20 2 44 PM '90
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE
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