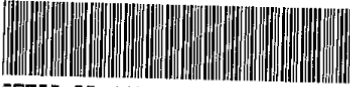




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Nebr Doc
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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 APR 26 PM 3:59

RECEIVED

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 SO. 72 STREET, SUITE 1250
OMAHA NE 68124-2356

PERMANENT SEWER EASEMENT
(CORPORATION)

FEE 15 FB 01-6000
BKP 16-15-11 C/O _____ COMP _____
DEL _____ SCAN dfv

KNOW ALL MEN BY THESE PRESENTS:

THAT **Regency of Nebraska, Inc., a Delaware corporation**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eight Thousand Eight Hundred Seventy-five and no/100ths Dollars (\$8,875.00) the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto **the City of Omaha, Nebraska, a Municipal Corporation**, hereinafter referred to as CITY, and to its successors and assigns, and **Sanitary and Improvement District No. 438 of Douglas County, Nebraska**, hereinafter referred to as S&ID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, and S&ID 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 way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY and S&ID 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, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by 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, his heirs, successors or assigns.
- 2) That CITY or S&ID will replace or rebuild any and all damage to improvements caused by CITY 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 CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and S&ID and any of said construction and work.
- 4) That CITY or S&ID 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** for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said **CITY** and **S&ID** and their assigns, that he or they, the **GRANTOR** is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said **CITY** or **S&ID** and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the **CITY** or **S&ID** 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 permanent easement at any time prior to the payment of the above state consideration, but in no event later than 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 **S&ID** or their agents; and that the **GRANTOR**, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the **CITY** or **S&ID** or their agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this 20 day of March, 2000.

Regency of Nebraska, Inc.

By: [Signature]
George Gradow, President

84-1374091

(Federal I.D. No.)

(Corporate Seal)

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

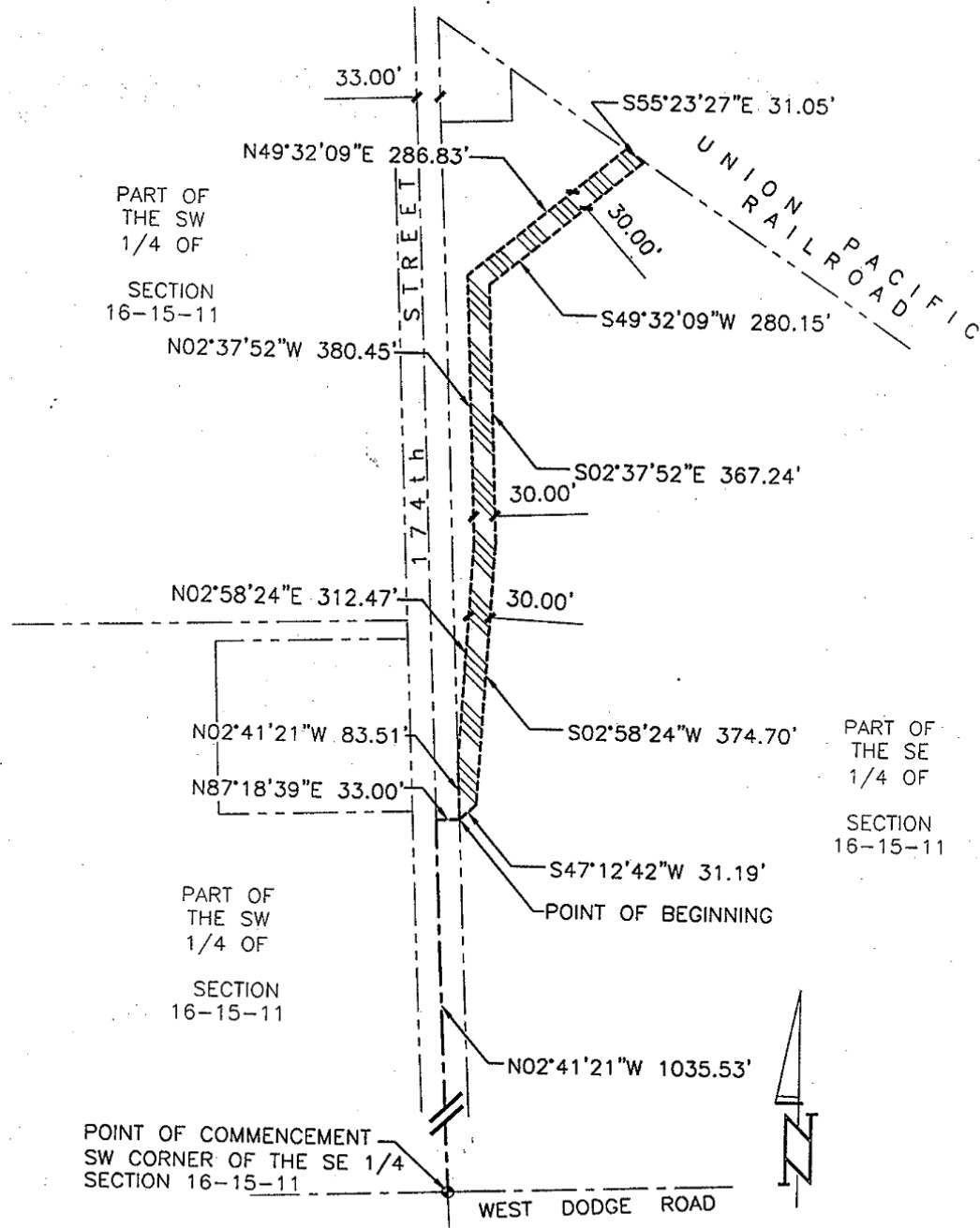
On this 20 day of March, 2000, before me, a Notary Public in and for said County, personally came George Gradow, President of Regency of Nebraska, Inc., a Delaware Corporation, to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



[Signature] Exp 4/8/2003
NOTARY PUBLIC



LEGAL DESCRIPTION

SCALE: 1" = 200'

THAT PART OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 16, T15N, R11E OF THE 6th PM, DOUGLAS COUNTY, NEBRASKA, LYING SOUTHWESTERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SE 1/4; THENCE N02°41'21"W (ASSUMED BEARING) 1035.53 FEET ON THE WESTERLY LINE OF SAID SE 1/4; THENCE N87°18'39"E 33.00 FEET TO THE EASTERLY LINE OF 174th STREET AND THE POINT OF BEGINNING; THENCE N02°41'21"W 83.51 FEET ON THE EASTERLY LINE OF 174th STREET AND ON A LINE 33.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SE 1/4; THENCE N02°58'24"E 312.47 FEET; THENCE N02°37'52"W 380.45 FEET; THENCE N49°32'09"E 286.83 FEET TO THE SOUTHWESTERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE S55°23'27"E 31.05 FEET ON THE SOUTHWESTERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE S49°32'09"W 280.15 FEET ; THENCE S02°37'52"E 367.24 FEET; THENCE S02°58'24"W 374.70 FEET; THENCE S47°12'42"W 31.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.71 ACRES MORE OR LESS