



MISC 2007103882



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/11/2007 09:29:16.91



2007103882

PERMANENT SIDEWALK AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT 204, L.C.C., hereinafter collectively referred to as GRANTOR whether one or more, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NUMBER 539 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right, but not the obligation, to install, maintain and operate a pedestrian sidewalk, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across, the parcel of land legally described as follows:

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

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, 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, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping, so long as such Improvements do not interfere with pedestrian traffic. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by the owner of the above-described burdened property
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a pedestrian sidewalk, and related appurtenances in the easement area. Grantee warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof.
5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, 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 will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.
6. That said permanent easement is granted upon the condition that the Grantee 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. That this instrument contains the entire agreement of the parties; that there are no

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different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 7 day of September 2007.

GRANTOR: 204 LLC.

<<GRANTOR>>

By: [Signature]
Its: [Signature]

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of September, 2007 by Tom Fikore managing member of 204 LLC.



[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PERSONAL REPRESENTATIVE'S DEED-GENERAL
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 2006004815
 TRUSTEE'S DEED
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 2006004816
 QUIT CLAIM DEED
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 2006004817

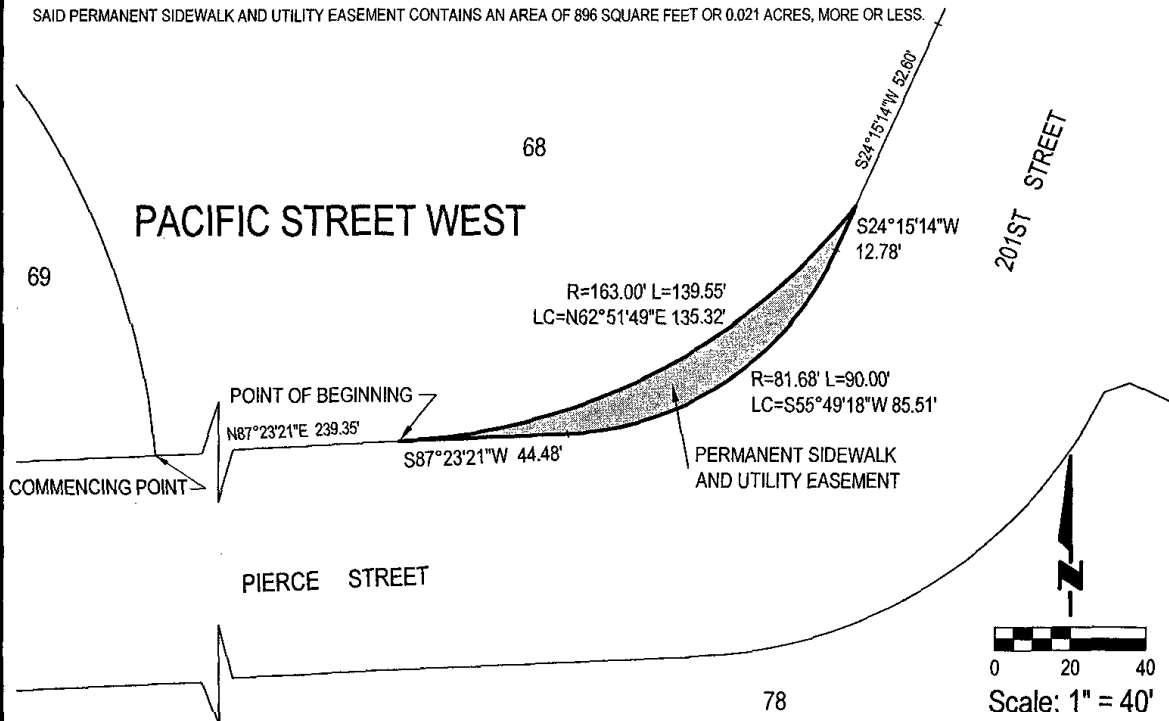
PERSONAL REPRESENTATIVE'S DEED-GENERAL
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 200601261
 TRUSTEE'S DEED
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 2006012962
 QUIT CLAIM DEED
 204, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY
 DEED INST. NO. 2006012963

PERMANENT SIDEWALK AND UTILITY EASEMENT GRANTED TO S.I.D. NO. 539

A PERMANENT SIDEWALK AND UTILITY EASEMENT GRANTED TO S.I.D. NO. 539 LOCATED IN PART OF LOT 68, PACIFIC STREET WEST, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 68, PACIFIC STREET WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 69, SAID PACIFIC STREET WEST, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PIERCE STREET; THENCE N87°23'21"E (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 68, PACIFIC STREET WEST, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF PIERCE STREET, A DISTANCE OF 239.35 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 163.00 FEET, A DISTANCE OF 139.55 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°51'49"E, A DISTANCE OF 135.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 68, PACIFIC STREET WEST, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF 201ST STREET; THENCE S24°15'14"W ALONG SAID EASTERLY LINE OF LOT 68, PACIFIC STREET WEST, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 201ST STREET, A DISTANCE OF 12.78 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE OF LOT 68, PACIFIC STREET WEST, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 201ST STREET ON A CURVE TO THE RIGHT WITH A RADIUS OF 81.68 FEET, A DISTANCE OF 90.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°49'18" W, A DISTANCE OF 85.51 FEET; THENCE S87°23'21"W ALONG SAID SOUTHERLY LINE OF LOT 68, PACIFIC STREET WEST, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF PIERCE STREET, A DISTANCE OF 44.48 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SIDEWALK AND UTILITY EASEMENT CONTAINS AN AREA OF 896 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.



e+a E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: JHVD Chkd by: woc 7-24-07 Chkd by: _____
 Job No.: P2005.206.001 Date: 07/17/07 Sheet No.: 1 of 1

**PERMANENT SIDEWALK
 AND UTILITY EASEMENT
 LOT 68, PACIFIC STREET WEST
 DOUGLAS COUNTY, NEBRASKA**