

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-09577

2005 AUG 17 P 2:24

Glenn J. Lawrence
REGISTER OF DEEDS

COUNTER JS C.E. SM
VERIFY JS D.E. JS
PROOF JS
FEES \$ 35.50
CHECK# 33724
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR 50\$NCR

PERMANENT AND TEMPORARY SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT GARY L PINK and DEBORAH A. PINK, husband and wife, hereinafter referred to as GRANTOR, 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, do hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 253 OF SARPY COUNTY, Nebraska, and the CITY OF LA VISTA, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer for the transmission of sanitary sewage under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A", attached hereto and by this reference incorporated herein. The temporary easement as set forth on, and as more specifically shown in Exhibit "B", attached hereto and by this reference incorporated herein, shall expire thirty days following certification of completion by the engineer for Sanitary and Improvement District No. 253.

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 constructing, inspecting, maintaining or operating said sanitary sewers at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That, except as otherwise provided herein, no grading, fill or fill material, embankment work, buildings, improvements, or other structures other than the existing driveway located within the easement areas, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the GRANTEE, which approval will not be unreasonably withheld. It is expressly agreed that streets, parking lots, sidewalks, and other improvements to facilitate vehicular circulation may be placed and about the easement. Additional fill may be placed on the easement area by Grantor after completion of construction provided the fill height does not exceed the manufacturer's recommendation for maximum fill on the top of the pipe for the relevant soil conditions. Any vegetation upon the premises, including but not limited to trees, grass, shrubbery or crops and all surface structures upon the premises, including but not limited to, walls, fences, drives and walks as may be damaged or removed as necessary in the exercise of the rights herein reserved but shall be restored after the exercise of such reserved rights; provided, further, that GRANTEE shall use reasonable efforts to ensure that GRANTOR will have free and uninterrupted flow of pedestrian or vehicular access through the private driveway located within the easement area. All vegetation and improvements existing or placed within the easement area shall be maintained by GRANTOR, its successors or assigns. Notwithstanding the foregoing, GRANTOR shall not in any

*R+A Gullenkamp Doyle & Johnson
11440 W Center Rd
Omaha NE 68144*

manner disturb, damage, destroy, injure, or obstruct the sanitary sewer, or permit the sanitary sewer to be obstructed, nor obstruct or permit to be obstructed the easement area at any time whatsoever without the express prior written consent of GRANTEE.

2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said sanitary sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that 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 GRANTEE and its assigns against the lawful claims and demands of all persons claiming by or through the GRANTOR.

5. GRANTOR shall have the right to relocate the sanitary sewer at its cost to reasonably accommodate GRANTOR'S, its successors and assigns, future development on GRANTOR'S property so long as the sanitary sewer service is not interrupted and shall remain continuous.

6. GRANTOR acknowledges that GRANTEE is installing an eight (8") inch sanitary sewer line within the easement area, and that SID 253 of Sarpy County, Nebraska, shall not request nor receive any contribution from GRANTOR or Pink Investments, LLC, their representative successors and assigns, for contribution to the capital cost of the construction of the sanitary sewer placed in the easement as a condition for connection thereto, which connection GRANTEE hereby approves. Notwithstanding the foregoing, nothing herein shall prohibit the City of La Vista or the City of Omaha from assessing and collecting its standard tract sewer connection or other development fees in connection with the future development of GRANTOR's and of Pink Investments, LLC's adjacent real estate.

7. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the 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 are set forth herein.

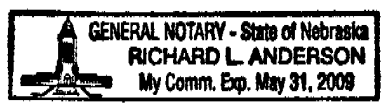
IN WITNESS WHEREOF, GRANTOR has executed this easement this 11 day of August, 2005.

**GRANTOR: GARY L PINK and
DEBORAH A. PINK, husband and
wife,**

Gary L. Pink
Gary L. Pink
Deborah A. Pink
Deborah A. Pink

STATE OF Nebraska)
COUNTY OF Douglas) ss

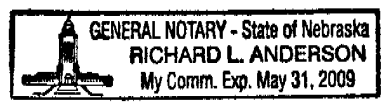
The foregoing instrument was acknowledged before me this 11th day of August, 2005
by Gary L. Pink.



Richard L. Anderson
Notary Public

STATE OF Nebraska)
COUNTY OF Douglas) ss

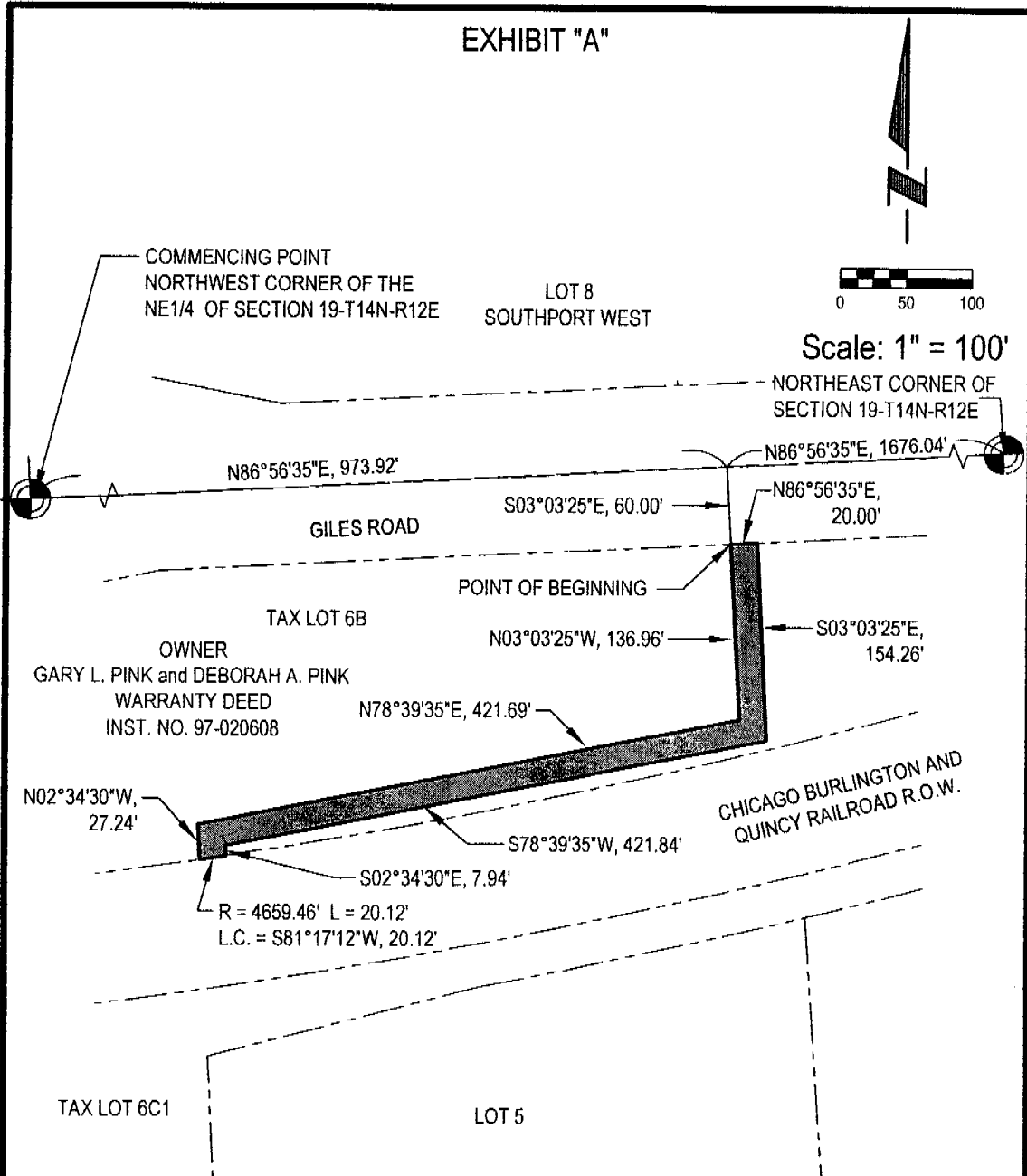
The foregoing instrument was acknowledged before me this 12th day of August, 2005
by Deborah A. Pink.



Richard L. Anderson
Notary Public

C

EXHIBIT "A"



See Sheet 2 of 2 for Legal Description

Sheet 1 of 2



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET, OMAHA, NE 68137 PHONE (402) 865-4700

**20.00 FOOT WIDE PERMANENT
SANITARY SEWER EASEMENT**

Drawn by: KC Chkd by: _____ Date: _____ Chkd by: _____ Date: _____

Job No.: 2000030.11 Date: 10/29/04

SARPY COUNTY, NEBRASKA

D

EXHIBIT "A"

LEGAL DESCRIPTION

OWNER

GARY L. PINK and DEBORAH A. PINK

WARRANTY DEED

INST. NO. 97-020608

A 20.00 foot wide Permanent Sanitary Sewer Easement located in Tax Lot 6B, a Tax Lot located in the NE1/4 of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of said NE1/4 of Section 19; thence N86°56'35"E (assumed bearing) along the North line of said NE1/4 of Section 19, a distance of 973.92 feet; thence S03°03'25"E, a distance of 60.00 feet to a point on the Southerly Right-of-way line of Giles Road, said point also being the Point of Beginning; thence N86°56'35"E along said Southerly Right-of-way line of Giles Road, a distance of 20.00 feet; thence S03°03'25"E, a distance of 154.26 feet; thence S78°39'35"W, a distance of 421.84 feet; thence S02°34'30"E, a distance of 7.94 feet to a point on the Northerly Right-of-way line of the Chicago Burlington and Quincy Railroad, said line also being the Southerly line of said Tax Lot 6B; thence Southwesterly along said Northerly Right-of-way line of the Chicago Burlington and Quincy Railroad, said line also being said Southerly line of Tax Lot 6B on a curve to the right with a radius of 4659.46 feet, a distance of 20.12 feet, said curve having a long chord which bears S81°17'12"W, a distance of 20.12 feet; thence N02°34'30"W, a distance of 27.24 feet; thence N78°39'35"E, a distance of 421.69 feet; thence N03°03'25"W, a distance of 136.96 feet to the Point of Beginning.

Said 20.00 foot wide Permanent Sanitary Sewer Easement contains an area of 11,699 square feet or 0.269 acres, more or less.

See Sheet 1 of 2 for Drawing

Sheet 2 of 2



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET, OMAHA, NE 68137 PHONE: (402) 865-4700

20.00 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT

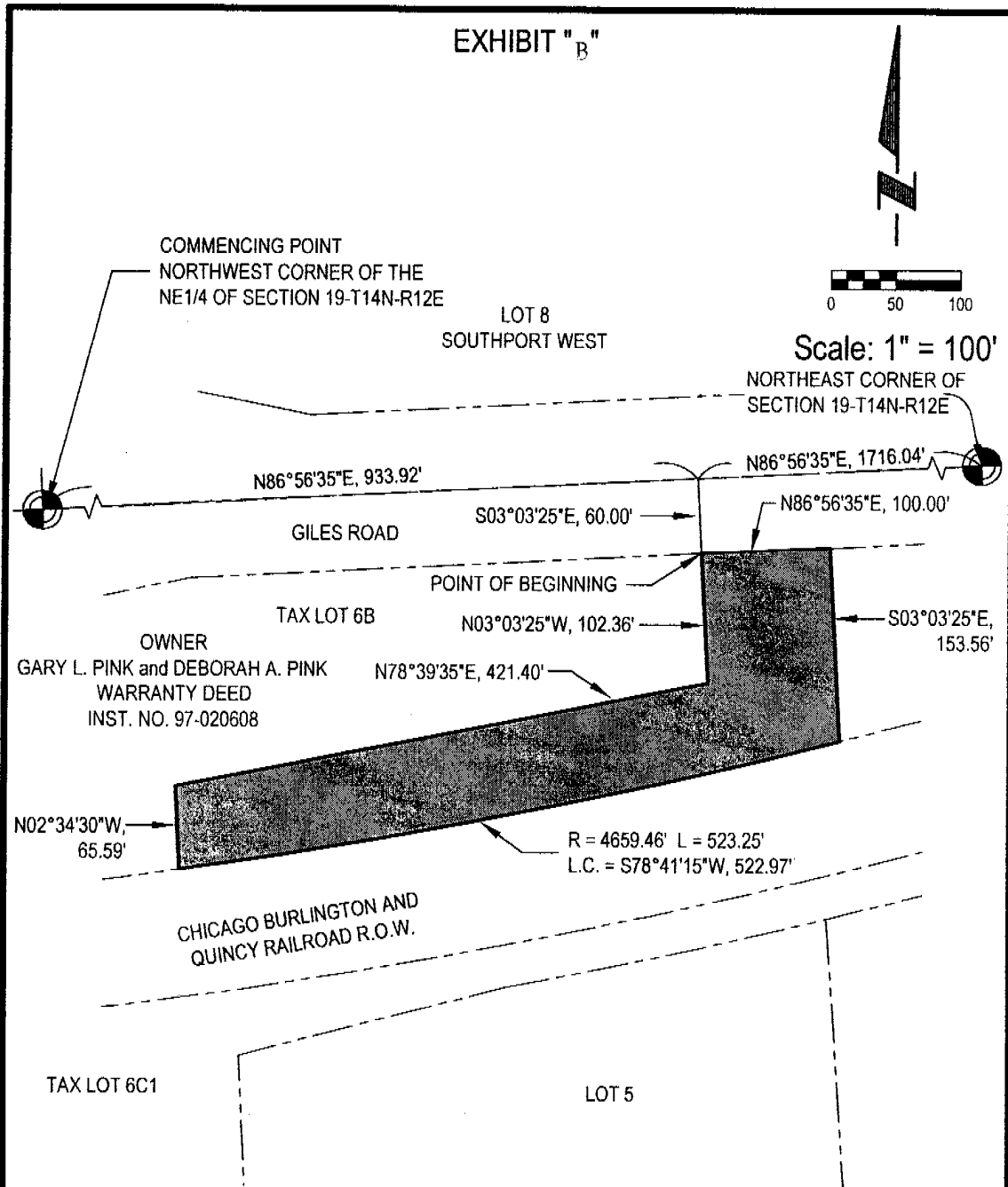
SARPY COUNTY, NEBRASKA

Drawn by: KC Chkd by: _____ Date: _____ Chkd by: _____ Date: _____

Job No.: 2000030.11 Date: 10/29/04

E

EXHIBIT "B"



See Sheet 2 of 2 for Legal Description

Sheet 1 of 2



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12021 Q STREET, OMAHA, NE 68137 PHONE (402) 695-6700

Drawn by: KC Chkd by: _____ Date: _____ Chkd by: _____ Date: _____

Job No.: 2000030.11 Date: 10/29/04

TEMPORARY CONSTRUCTION EASEMENT

SARPY COUNTY, NEBRASKA

2005-29577 F

EXHIBIT " B"

LEGAL DESCRIPTION

OWNER

GARY L. PINK and DEBORAH A. PINK

WARRANTY DEED

INST. NO. 97-020608

A Temporary Construction Easement located in Tax Lot 6B, a Tax Lot located in the NE1/4 of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of said NE1/4 of Section 19; thence N86°56'35"E (assumed bearing) along the North line of said NE1/4 of Section 19, a distance of 933.92 feet; thence S03°03'25"E, a distance of 60.00 feet to a point on the Southerly Right-of-way line of Giles Road, said point also being the Point of Beginning; thence N86°56'35"E along said Southerly Right-of-way line of Giles Road, a distance of 100.00 feet; thence S03°03'25"E, a distance of 153.56 feet to a point on the Northerly Right-of-way line of the Chicago Burlington and Quincy Railroad, said line also being the Southerly line of said Tax Lot 6B; thence Southwesterly along said Northerly Right-of-way line of the Chicago Burlington and Quincy Railroad, said line also being said Southerly line of Tax Lot 6B on a curve to the right with a radius of 4659.46 feet, a distance of 523.25 feet, said curve having a long chord which bears S78°41'15"W, a distance of 522.97 feet; thence N02°34'30"W, a distance of 65.59 feet; thence N78°39'35"E, a distance of 421.40 feet; thence N03°03'25"W, a distance of 102.36 feet to the Point of Beginning.

Said Temporary Construction Easement contains an area of 46,020 square feet or 1.056 acres, more or less.

See Sheet 1 of 2 for Drawing

Sheet 2 of 2



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE (402) 856-4700

Drawn by: KC Chkd by: _____ Date: _____ Chkd by: _____ Date: _____

Job No.: 2000030.11 Date: 10/29/04

**TEMPORARY
CONSTRUCTION EASEMENT**

SARPY COUNTY, NEBRASKA