



MISC 2007068042



JUN 18 2007 09:21 P 4

After filing return to:

Robert J. Huck
Croker, Huck, Kasher, DeWitt
Anderson & Gonderinger, LLC
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/18/2007 09:21:54.34



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PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **School District No. 17 of Douglas County, Nebraska**, a/k/a Millard Public Schools, hereinafter referred to as GRANTOR, for and in consideration of the sum of \$2.00 and other valuable consideration for the Permanent Easement on the property described below; does hereby grant and convey unto **Sanitary and Improvement District Number 524 of Douglas County, Nebraska** and to the **City of Omaha, Nebraska, a Municipal Corporation**, (hereinafter collectively referred to as GRANTEES) and to its successors and assigns, a permanent easement for the right to construct, maintain and operate storm sewer box culverts, drainage structures, drainage ways, 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 GRANTEES, its successors and assigns with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said storm sewer box culvert, drainage way at the will of the GRANTEES. 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 GRANTEES 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, its successors and assigns without express approval of the GRANTEES.
- 2) That the GRANTEES will replace or rebuild any and all damage to improvements caused by GRANTEES 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 GRANTEES.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEES and any of said construction and work.
- 4) That the GRANTEES 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 itself and its successors and assigns, does confirm with the said GRANTEES and their assigns, that the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this permanent easement in the manner and form aforesaid, and it will, and its successors and assigns, warrant and defend this permanent easement to said GRANTEES and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
- 6) That said permanent easement is granted upon the condition that the GRANTEES 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) That Grantees agree to maintain the drainage structures or drainage ways in proper working order perpetually at no cost to the Grantor.
- 8) This instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Grading and Construction Easement if and as applicable, between the GRANTOR and GRANTEES or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES 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 these presents to be signed by its respective officers this

29th day of May, 20 07.

SCHOOL DISTRICT NO 17. OF DOUGLAS COUNTY, NEBRASKA
a/k/a Millard Public Schools

By: Kenneth J. Fassen

Title Asst. Supt.

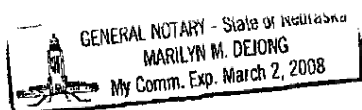
STATE OF NEBRASKA)

)SS.

COUNTY OF DOUGLAS)

On this 29th day of May, 2007, before me, a Notary public in and for said County and State, personally appeared Kenneth J. Fassen, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

(SEAL)



Marilyn M. DeJong
NOTARY PUBLIC

My Commission expires: 3-2-2008

EXHIBIT "A"

LEGAL DESCRIPTION

PERMANENT 30.00 FOOT WIDE STORM SEWER EASEMENT GRANTED TO SID NO. 524

NEW
SEW

A PERMANENT 30.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN THE EAST 1/2 OF THE NW1/4 OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NW1/4 OF SECTION 12; THENCE N87°28'35"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 12, A DISTANCE OF 487.89 FEET; THENCE N02°31'25"W, A DISTANCE OF 186.20 FEET TO THE POINT OF BEGINNING; THENCE N01°38'10"W, A DISTANCE OF 30.00 FEET; THENCE N88°21'50"E, A DISTANCE OF 34.77 FEET; THENCE S01°38'10"E, A DISTANCE OF 30.00 FEET; THENCE S88°21'50"W, A DISTANCE OF 34.77 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 30.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS AN AREA OF 1,043 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

NORTHWEST CORNER OF THE
EAST 1/2 OF THE NW1/4 OF
SECTION 12, T14N, R10E

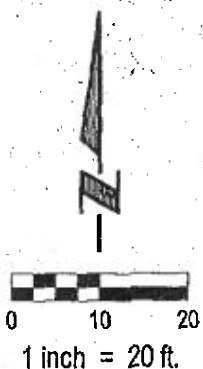
EAST 1/2 OF THE NW1/4 OF SECTION 12, T14N, R10E

PERMANENT 30.00 FOOT WIDE
STORM SEWER EASEMENT
GRANTED TO SID NO. 524

UNPLATTED

PROPOSED
COVENTRY

GEORGE B. LAKE PARKWAY



POINT OF BEGINNING

N02°43'39"W 2648.53'

N01°38'10"W 30.00'

N02°31'25"W 186.20'

N88°21'50"E 34.77'

S88°21'50"W 34.77'

S01°38'10"E 30.00'

N87°28'35"E 487.89'

S87°28'35"W 834.96'

SOUTHWEST CORNER OF THE EAST 1/2
OF THE NW1/4 OF SECTION 12, T14N, R10E
COMMENCING POINT

EAST 1/2 OF THE SW1/4 OF
SECTION 12, T14N, R10E

SOUTHEAST CORNER
OF THE NW1/4 OF
SECTION 12, T14N, R10E



E&A CONSULTING GROUP, INC.

ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (412) 885-0700

Drawn by: JHVD

Chkd by: WAC 11-17-06

Chkd by:

Job No.: P2004.277.001

Date: 11/16/06

Sheet No.: 1 of 1

PERMANENT 30.00 FOOT WIDE
STORM SEWER EASEMENT

PART OF THE EAST 1/2 OF THE NW1/4 OF
SECTION 12, T14N, R10E

DOUGLAS COUNTY, NEBRASKA