



BK 1410 PG 027-029

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT RANDALL K. ISKE and PATRICIA A. ISKE, husband and wife, hereinafter collectively 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, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 456 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate a storm sewer and drainage way, and appurtenances thereto, in, through and under 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 or operating said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said storm sewer and drainage way, 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:

That no grading, fill or fill material, embankment work, building, improvements, or other structures, shall be placed in, on, over or across said easement 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 or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said sanitary sewer, which shall include re-seeding, if applicable, but shall not include replacement of trees.

It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a storm sewer and/or drainage way in the easement area. Grantee warrants that said storm sewer line and/or drainage way shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the storm sewer line and/or drainage way shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement

Ret:

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the storm sewer and/or drainage way in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the storm sewer and/or drainage way.

Condemner shall maintain a storm drainage way within the easement area, including dredging of the pond in the Spring of 2002 and prior to release of this Easement due to any excessive silt deposits contained therein, until such time as the storm drainage from the Subdivision is reduced to normal drainage. Condemnees may continue to use the easement area so long as such drainage is not obstructed or interfered with in any way. Upon the determination of the Condemner or upon the written request of Condemnees, Randall K. Iske and Patricia Iske, and their acknowledgment that said drainage, including silt deposits, is no longer adversely affecting their property and that said permanent easement is no longer required, Condemner will release said easement.

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.

That this instrument contains the entire agreement of the parties; that there are no 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 20th day of November 2001.

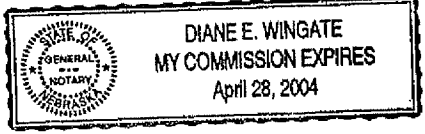
GRANTOR:
RANDALL K. ISKE,
Randall K Iske

PATRICIA A. ISKE,
Patricia A. Iske

STATE OF NEBRASKA)
)
) ss.
COUNTY OF Douglas)

Before me, the undersigned, Notary Public in and for said County and State appeared Randall K. Iske and Patricia A. Iske, husband and wife, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 20 day of November 2001.



Diane E. Wingate
Notary Public

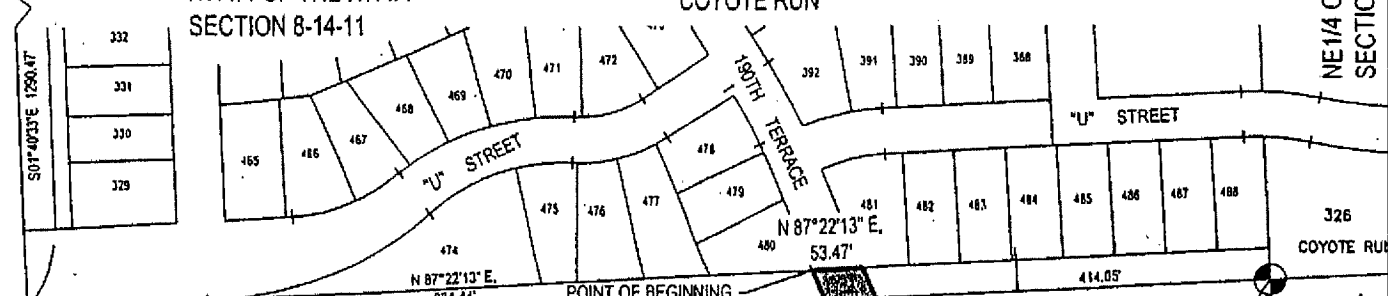
PERMANENT STORM SEWER AND DRAINAGE EASEMENT

BRASS CAP
NORTHWEST CORNER
SECTION 8-14-11
COMMENCING POINT

NW 1/4 OF THE NW 1/4
SECTION 8-14-11

COYOTE RUN

NE 1/4 OF THE NW 1/4
SECTION 8-14-11



SOUTHWEST CORNER OF
THE NW 1/4 OF THE NW 1/4
OF SECTION 8-14-11

SW 1/4 OF THE NW 1/4
SECTION 8-14-11

JOINT TENANCY
WARRANTY DEED
BOOK 1807 PAGE 57
THOMAS J. WALZ, JR., AND VICKY WALZ
HUSBAND AND WIFE

LEGAL DESCRIPTION - PERMANENT STORM SEWER AND DRAINAGE EASEMENT

JOINT TENANCY WARRANTY DEED BOOK 1901, PAGE
587, RANDALL K. ISKE AND PATRICIA A. ISKE, HUSBAND AND WIFE
EAST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 8-14-11

A PERMANENT STORM SEWER AND DRAINAGE EASEMENT LOCATED IN
THE WEST 1/2 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 14 NORTH,
RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA,
MORE PARTICULARLY AS FOLLOWS:

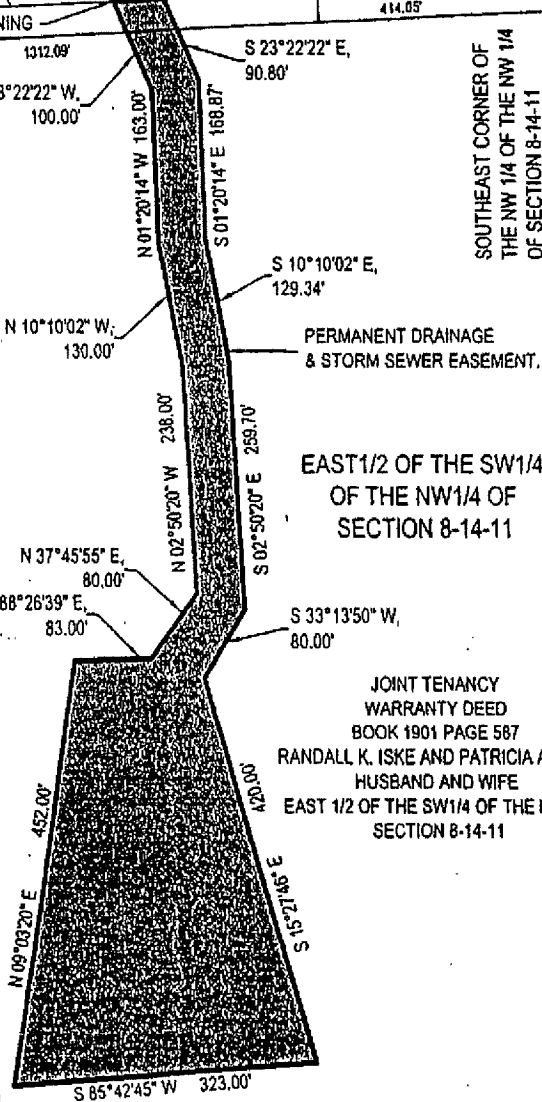
BEGINNING AT THE SOUTHEAST CORNER OF LOT 480, COYOTE RUN
(LOTS 329 THRU 488 INCLUSIVE), A SUBDIVISION LOCATED IN SAID
NW 1/4 OF SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST
CORNER OF 190TH TERRACE RIGHT-OF-WAY; THENCE N87°22'13"E
(ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID
190TH TERRACE, SAID LINE ALSO BEING THE SOUTH LINE OF SAID
COYOTE RUN (LOTS 329 THRU 488 INCLUSIVE), A DISTANCE OF 53.47
FEET TO THE SOUTHEAST CORNER OF SAID 190TH TERRACE
RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF
LOT 481, SAID COYOTE RUN (LOTS 329 THRU 488 INCLUSIVE); THENCE
S23°22'22"E, A DISTANCE OF 90.80 FEET; THENCE S01°20'14"E, A
DISTANCE OF 168.87 FEET; THENCE S10°10'02"E, A DISTANCE OF 129.34
FEET; THENCE S02°50'20"E, A DISTANCE OF 259.70 FEET; THENCE
S33°13'50"W, A DISTANCE OF 80.00 FEET; THENCE S15°27'46"E, A
DISTANCE OF 420.00 FEET; THENCE S85°42'45"W, A DISTANCE OF 323.00
FEET; THENCE N09°03'20"E, A DISTANCE OF 452.00 FEET; THENCE
N88°28'39"E, A DISTANCE OF 83.00 FEET; THENCE N37°45'55"E, A
DISTANCE OF 80.00 FEET; THENCE N02°50'20"W, A DISTANCE OF 238.00
FEET; THENCE N10°10'02"W, A DISTANCE OF 130.00 FEET; THENCE
N01°20'14"W, A DISTANCE OF 163.00 FEET; THENCE N23°22'22"W, A
DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER AND DRAINAGE EASEMENT
CONTAINS AN AREA OF 135,358 SQUARE FEET, OR 3.107 ACRES MORE
OR LESS.

JOINT TENANCY
WARRANTY DEED
BOOK 1912, PAGE 214
JOHN E. ANDERSON, JR., AND
KRISTY L. ANDERSON
HUSBAND AND WIFE

WEST 1/4 CORNER
SECTION 8-14-11

SOUTHEAST CORNER OF
THE SW 1/4 OF THE NW 1/4
OF SECTION 8-14-11



EAST 1/2 OF THE SW 1/4
OF THE NW 1/4 OF
SECTION 8-14-11

JOINT TENANCY
WARRANTY DEED
BOOK 1901 PAGE 587
RANDALL K. ISKE AND PATRICIA A. ISKE
HUSBAND AND WIFE
EAST 1/2 OF THE SW 1/4 OF THE NW 1/4
SECTION 8-14-11

EXHIBIT A
PAGE 1 OF 1

EXHIBIT 1
PAGE 4 OF 4

SCALE
1" = 200'

SE 1/4 OF THE NW 1/4
SECTION 8-14-11

RUN

COYOTE

327



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

EXHIBIT