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By

RICHARD H. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 OCT 20 PM 4:19

RECEIVED

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 S 72 ST STE 1250
OMAHA NE 68124FEE 20.50 FB

BKP C/O COMP

DEL SCAN BL FVLOTS 244
245affects
plat 2193/551
see plat 2135/540**PERPETUAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT **IrishStone, L.L.C.**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 405 OF DOUGLAS COUNTY, NEBRASKA**, a Municipal corporation, (hereinafter referred to as "Grantee"), its successors and assigns (including the City of Omaha upon its annexation of Grantee), a perpetual easement and connection right over, under, on and across that real estate in Douglas County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of storm sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of storm water runoff. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee, agrees to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. Grantor reserves the right, following construction of said sewer and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

Provided, however, that no building or other structure shall be built within the permanent easement area by Grantor, their successors or assigns, which will in any way interfere with Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for themselves and their successors and assigns, hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual storm sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 18th day of October, 1999.

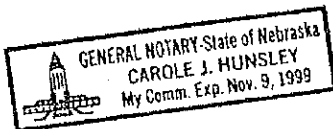
IrishStone, L.L.C.

By: [Signature]
Title: President

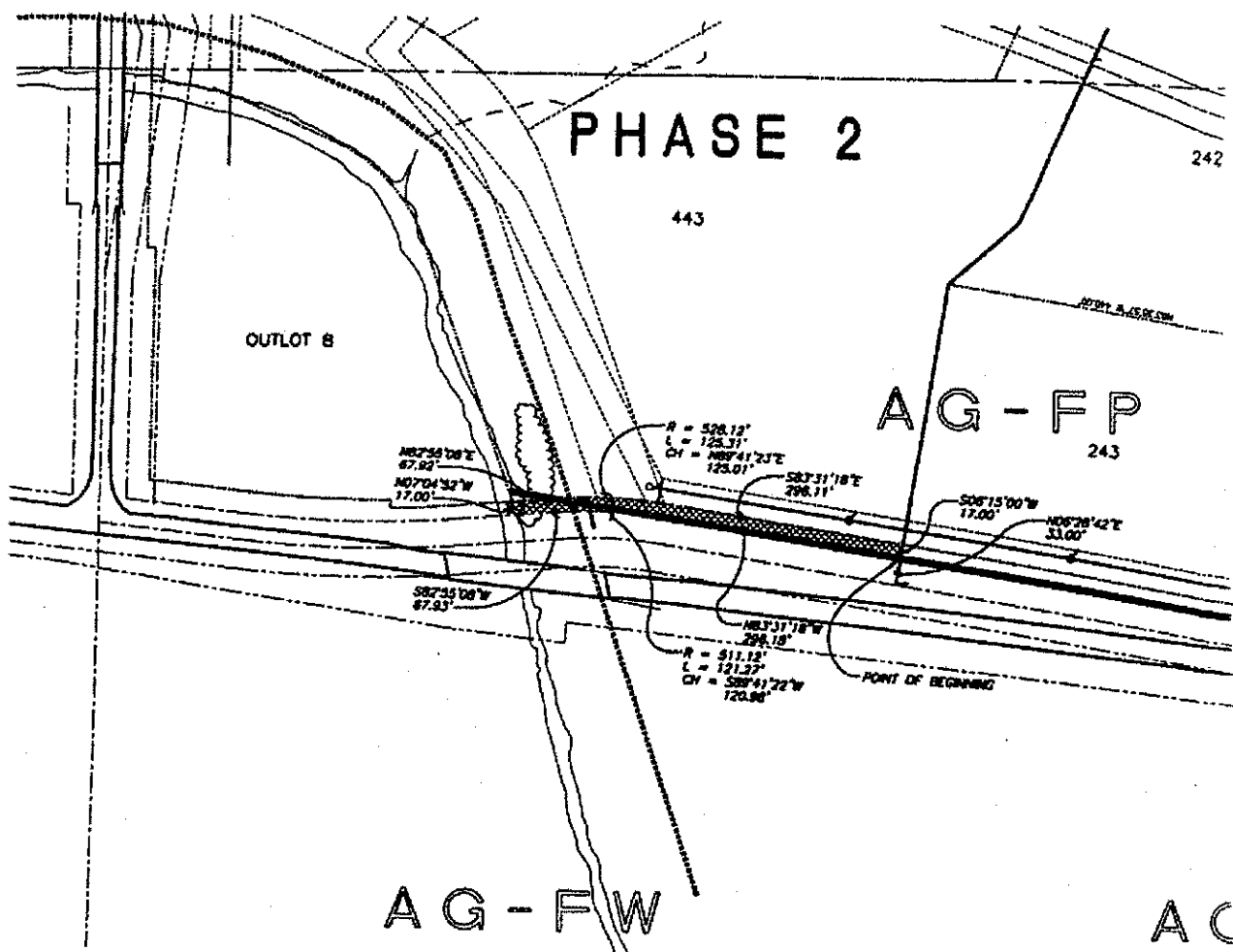
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of October, 1999, by Sevin Irish, President of IrishStone, L.L.C., on behalf of the company.

62896.1



[Signature]
Notary Public

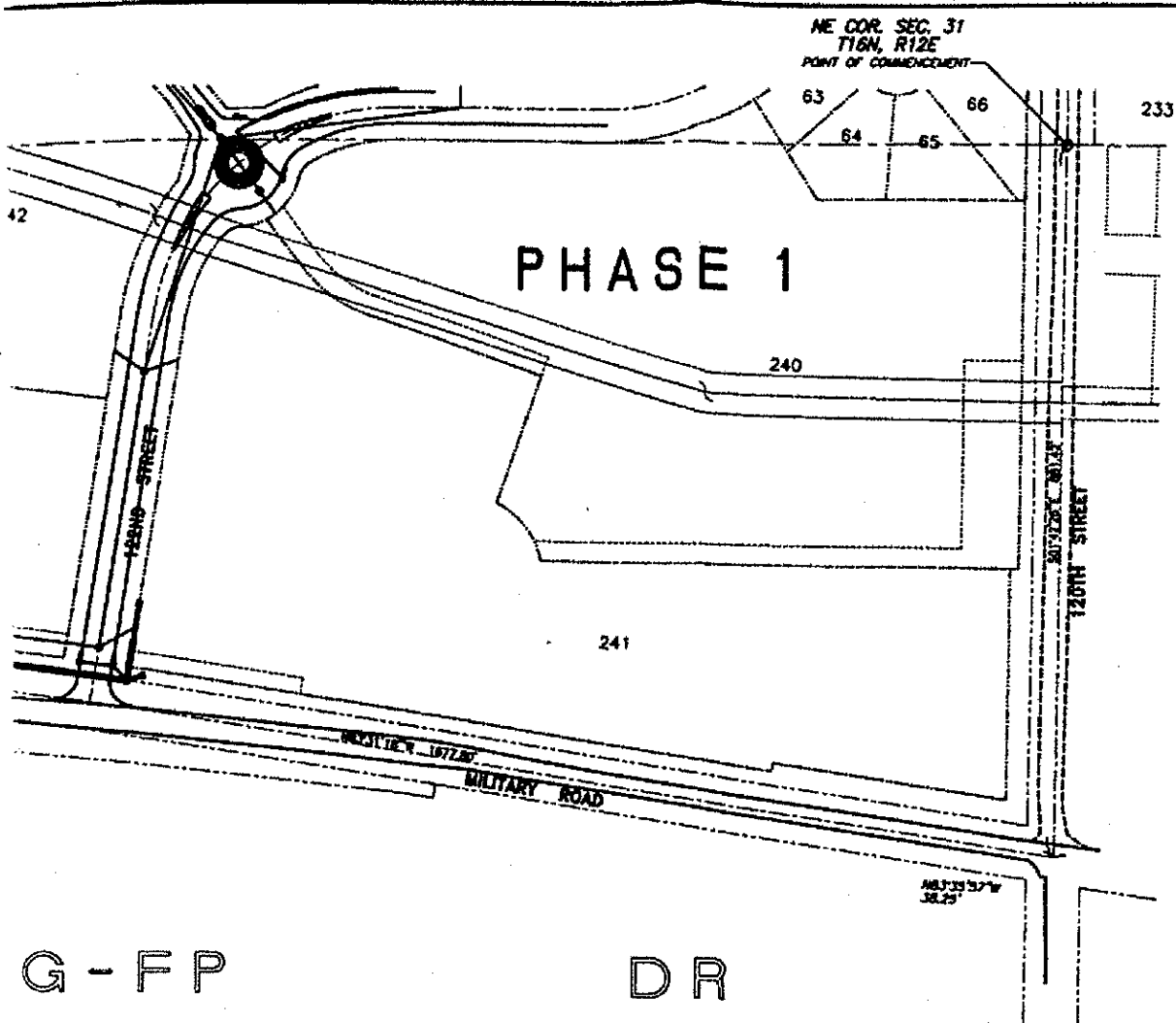


PARCEL 1 - 17 FOOT WIDE PERMANENT STORM SEWER EASEMENT

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 31; THENCE $S01^{\circ}42'28"E$ (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 31, 881.42 FEET; THENCE ALONG CENTER LINE OF MILITARY ROAD $N83^{\circ}31'18"W$, 1677.80 FEET; THENCE $N06^{\circ}28'42"E$, 33.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MILITARY ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE $N83^{\circ}31'18"W$, ALONG SAID NORTH RIGHT OF WAY LINE 298.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID NORTH RIGHT OF WAY LINE CURVING TO THE LEFT, HAVING A RADIUS OF 511.12 FEET, AND AN ARC DISTANCE 121.27 FEET, AND A CHORD BEARING $S89^{\circ}41'22"W$, 120.98 FEET; THENCE $S82^{\circ}35'08"W$, ALONG SAID NORTH RIGHT OF WAY LINE 67.93 FEET, TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT OF WAY LINE OF MILITARY ROAD AND THE CENTER LINE OF PAPIO CREEK; THENCE $N07^{\circ}04'52"W$ ALONG SAID CENTER LINE OF PAPIO CREEK 17.00 FEET; THENCE $N82^{\circ}35'08"E$, 67.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 528.12 FEET, AND AN ARC DISTANCE 125.31 FEET, AND A CHORD BEARING $N89^{\circ}41'23"E$, 125.01 FEET; THENCE $S83^{\circ}31'18"E$, 298.11 FEET; THENCE $S06^{\circ}15'00"W$, 17.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.19 ACRES (8,285.07 SQUARE FEET), MORE OR LESS.

EXHIBIT "A"



**KIRKHAM
MICHAEL
CONSULTING ENGINEERS**

S.I.D. 405 - DEER CREEK
PART OF THE NE 1/4, SEC 31, T.16N., R.12E., 6TH P.M.
DOUGLAS COUNTY NEBRASKA

PERMANENT STORM
SEWER EASEMENT

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