

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-14574
2000 JUN 19 AM 8:53

George J. ...
REGISTER OF DEEDS

Counter 811 ✓
Verify [initials]
D.E. [initials]
Proof [initials]
Fee \$ 31.00
ck Cash Chg

PERMANENT SANITARY SEWER EASEMENT

THAT HARRISON I-80 LLC, a Nebraska limited liability company (hereinafter referred to as "Grantor", whether one or more) does hereby donate, grant and convey unto THE CITY OF LAVISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer for sanitary purposes, drainage structure and/or drainageway and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See attached Exhibits "A", "B", and "C"

TO HAVE AND TO HOLD unto said City, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer, drainage structure, and/or drainageway at the will of the City. The Grantor may, following construction of said sewer, drainage structure, and/or drainageway continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the City 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, his or their successors and assigns without express approval of the City. Improvements which may be approved by City include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his heirs, successors or assigns.
2. That City will replace or rebuild any and all damage to improvements caused by City 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 City.
3. This Permanent Sewer Easement is also for the benefit of any contractor, agent, employee, or representative of the City and any of said construction and work.
4. That City 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 Grantor for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor is or are well seized in fee of the above-described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said City or and its assigns against the lawful claims and demands of all persons. This Permanent Sewer Easement runs with the land.
6. This Permanent Sewer Easement is granted upon the condition that the City or its agents 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. This Permanent Sewer Easement contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the Grantor and the City or its agents; and that the Grantor, in executing and delivering this Permanent Sewer Easement, has not relied upon any promises, inducements or representations of the City or its agents or employees.

Return to:

John Q. Bachman
GAINES, PANSING & HOGAN
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114

14574

CO26391

FMT

2000-14574A

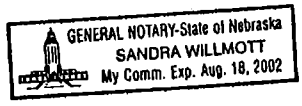
IN WITNESS WHEREOF, this Easement is executed by the Grantor on this 15th day of June, 2000.

HARRISON I-80 LLC, a Nebraska limited liability company,
Grantor

By [Signature]
Jay Lerner, Member and Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 15th day of June, 2000, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jay Lerner, Member and Manager of Harrison I-80 LLC, a Nebraska limited liability company, personally known by me to be the person whose name is affixed to the foregoing Permanent Sanitary Sewer Easement, and acknowledged the execution thereof to be his voluntary act and deed.



[Signature]
Notary Public

2000-14574B

EXHIBIT "A"



SCALE:
1" = 200'

RADIUS = 300.00'
CHORD BEARING = N01°36'36"E
CHORD DISTANCE = 20.00'
ARC DISTANCE = 20.00'

S88°23'24"E
104.54'

LOT 18

N88°23'24"W
89.91'

115th STREET

LOT 6

BROOK VALLEY BUSINESS PARK

EMILINE STREET

S16°00'00"E
337.84'

N16°00'00"W
322.16'

LOT 5

S10°00'00"E
350.17'

N10°00'00"W
349.83'

20.00'

S14°00'00"E
315.16'

LOT 4

N14°00'00"W
334.84'

N79°00'00"E, 152.68'

S21°21'40"E
20.33'

S79°00'00"W, 53.42'

S16°00'00"E 293.93'

S13°00'00"W
72.10'

COMMENCING POINT

S79°00'00"W, 101.83'

N16°00'00"W, 290.51'

N13°00'00"E, 103.51'

S51°38'24"W
103.90'

LOT 33

RADIUS = 250.00'
CHORD BEARING = S41°39'47"W
CHORD DISTANCE = 41.70'
ARC DISTANCE = 41.74'

RADIUS = 250.00'
CHORD BEARING = S49°02'36"W
CHORD DISTANCE = 22.65'
ARC DISTANCE = 22.66'

LOT 12

OLIVE STREET

LOT 13

LOT 16

LOT 1

LOT 17

HARRISON HILLS

SHEET 1 OF 2

THE LERNER COMPANY

TD2 FILE NO. 738-120-E1

DATE: JANUARY 25, 2000

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

2000-14574C

LEGAL DESCRIPTION

THAT PART OF LOT 17, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 17;

THENCE S51°38'24"W (ASSUMED BEARING) 103.90 FEET ON THE SOUTHERLY LINE OF SAID LOT 17;

THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 17 ON A 250.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S49°02'36"W 22.65 FEET, CHORD DISTANCE 22.65 FEET, AN ARC DISTANCE OF 22.66 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 17 ON A 250.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°39'47"W, CHORD DISTANCE 41.70 FEET, AN ARC DISTANCE OF 41.74 FEET;

THENCE N13°00'00"E 103.51 FEET ON A NON-TANGENT LINE;

THENCE N16°00'00"W 290.51 FEET;

THENCE S79°00'00"W 101.83 FEET;

THENCE N14°00'00"W 334.84 FEET;

THENCE N10°00'00"W 349.83 FEET;

THENCE N16°00'00"W 322.16 FEET;

THENCE N88°23'24"W 89.91 FEET TO THE NORTHERLY LINE OF SAID LOT 17;

THENCE NORTHEASTERLY ON THE NON-TANGENT NORTHERLY LINE OF SAID LOT 17 ON A 300.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N01°36'36"E, CHORD DISTANCE 20.00 FEET, AN ARC DISTANCE OF 20.00 FEET;

THENCE S88°23'24"E 104.54 FEET;

THENCE S16°00'00"E 337.84 FEET;

THENCE S10°00'00"E 350.17 FEET;

THENCE S14°00'00"E 315.16 FEET;

THENCE N79°00'00"E 152.68 FEET TO THE EASTERLY LINE OF SAID LOT 17;

THENCE S21°21'40"E 20.33 FEET ON THE EASTERLY LINE OF SAID LOT 17;

THENCE S79°00'00"W 53.42 FEET;

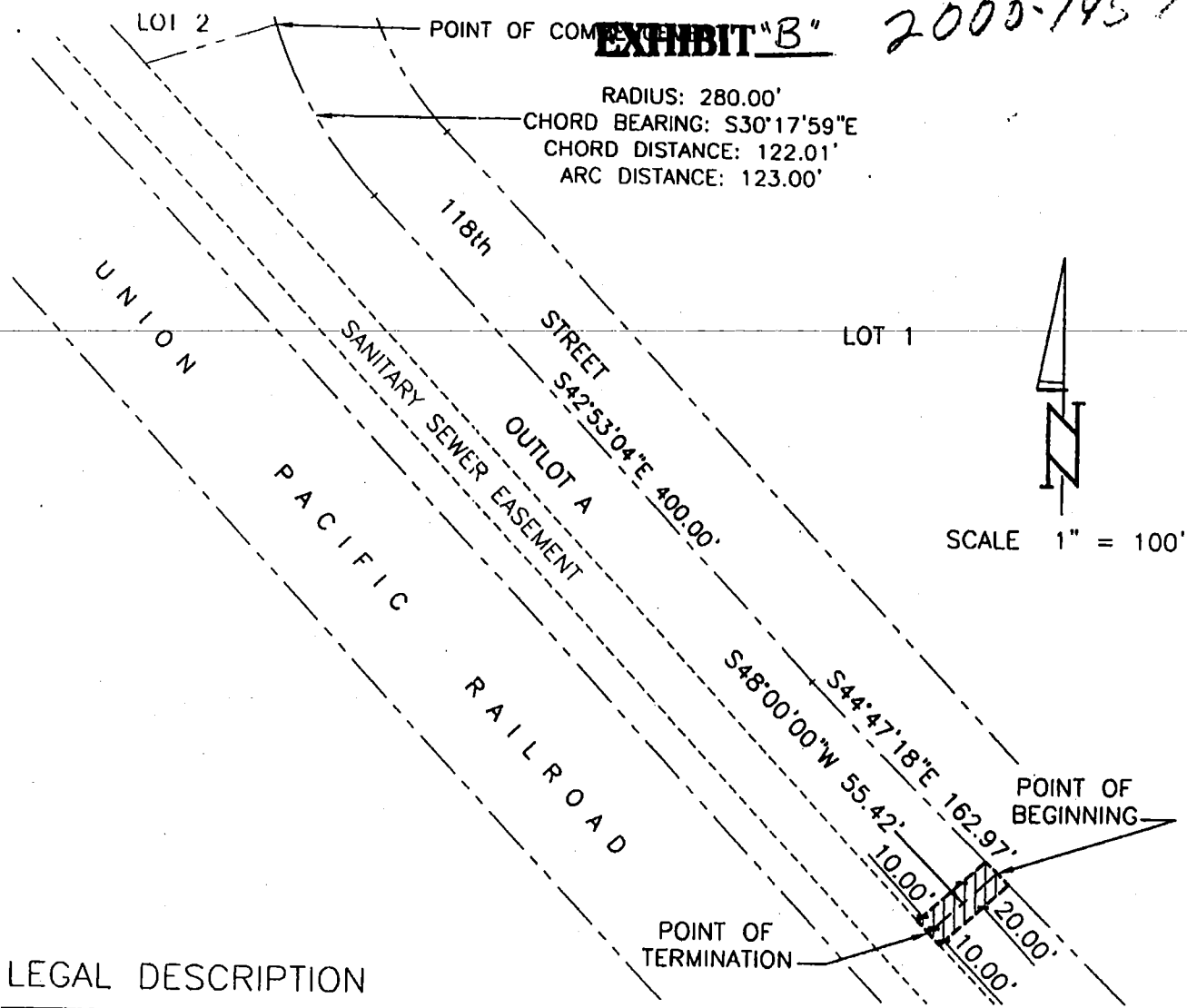
THENCE S16°00'00"E 293.93 FEET;

THENCE S13°00'00"W 72.10 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2

2000-14574D

EXHIBIT "B"



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN OUTLOT "A", HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 2, SAID HARRISON HILLS;

THENCE SOUTHEASTERLY ON THE EASTERLY LINE OF SAID OUTLOT "A" ON A 280.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S30°17'59"E (ASSUMED BEARING), CHORD DISTANCE 122.01 FEET, AN ARC DISTANCE OF 123.00 FEET;

THENCE S42°53'04"E 400.00 FEET ON THE EASTERLY LINE OF SAID OUTLOT "A" ;

THENCE S44°47'18"E 162.97 FEET ON THE EASTERLY LINE OF SAID OUTLOT "A" TO THE POINT OF BEGINNING;

THENCE S48°00'00"W 55.42 FEET TO THE EASTERLY LINE OF A SANITARY SEWER EASEMENT RECORDED IN MISC. BOOK 47 AT PAGES 15,16 AND 17 OF THE SARPY COUNTY RECORDS AND THE POINT OF TERMINATION; WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT AND THE EASTERLY LINE OF SAID OUTLOT "A".

THE LERNER COMPANY

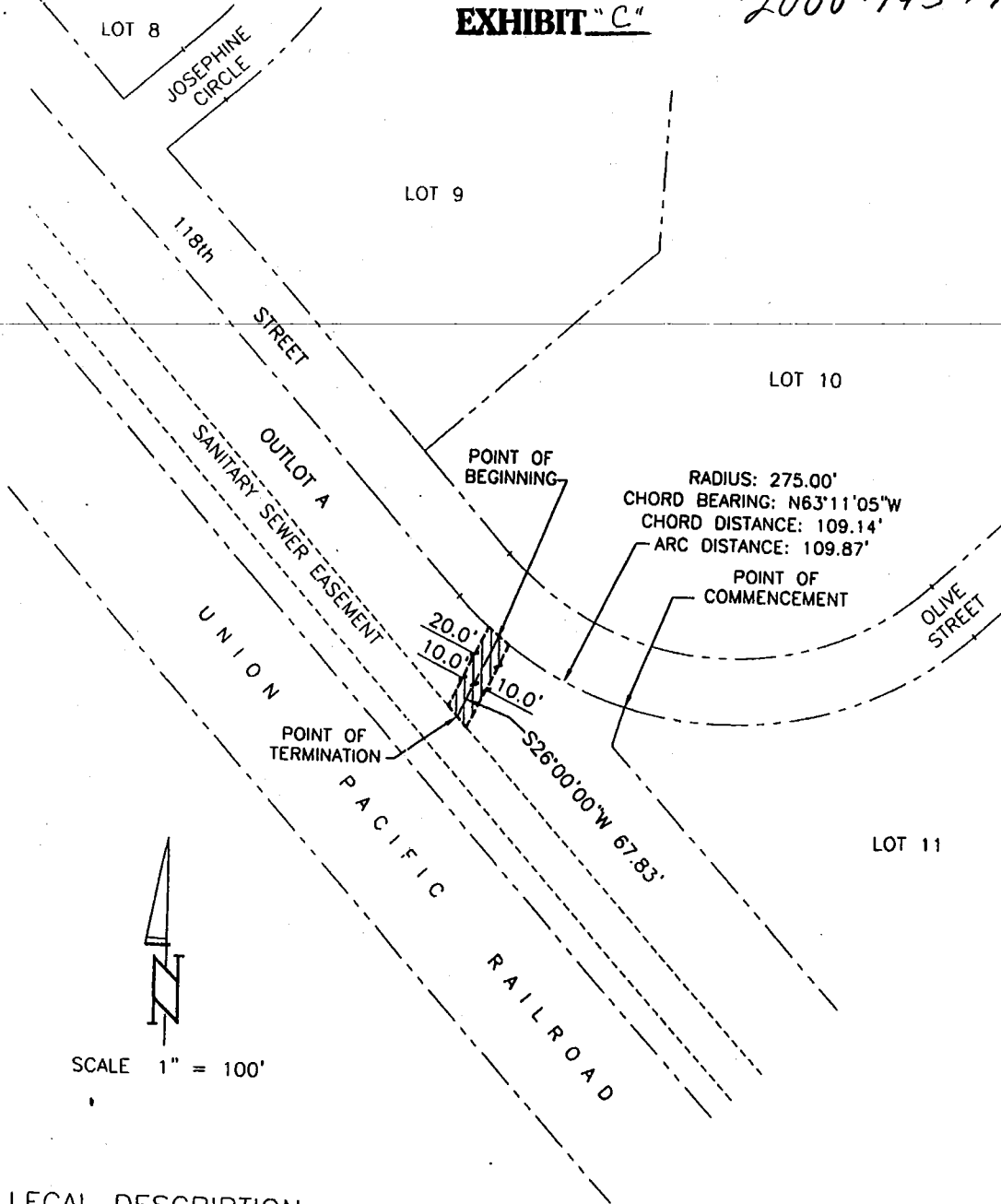
TD2 JOB NO: 738-120B

JANUARY 15, 2000

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "C"

2000-14574E



SCALE 1" = 100'

LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN OUTLOT "A", HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 11, SAID HARRISON HILLS;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID OUTLOT "A" ON A 275.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N63°11'05"W (ASSUMED BEARING), CHORD DISTANCE 109.14 FEET, AN ARC DISTANCE OF 109.87 FEET TO THE POINT OF BEGINNING;

THENCE S26°00'00"W 67.83 FEET TO THE EASTERLY LINE OF A SANITARY SEWER EASEMENT RECORDED IN BOOK 47 AT PAGES 15, 16 AND 17 OF THE SARPY COUNTY RECORDS AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EASTERLY LINE OF SAID OUTLOT "A" AND THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT.