

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000-14572

2000 JUN 19 AM 8:52

*Shawn J. ...*  
REGISTER OF DEEDS

Counter *[initials]*  
Verify *[initials]*  
D.E. *[initials]*  
Proof *[initials]*  
Fee \$ 42.00  
Ck  Cash  Chg

**PERMANENT STORM 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 storm 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", "C", "D", "E" and "F"

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

14572

CC26391

F 111

2000-14572A

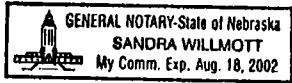
IN WITNESS WHEREOF, this Easement is executed by the Grantor on this 15<sup>th</sup> day of June, 2000.

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

By [Signature]  
Jay Lerner, Member and Manager

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

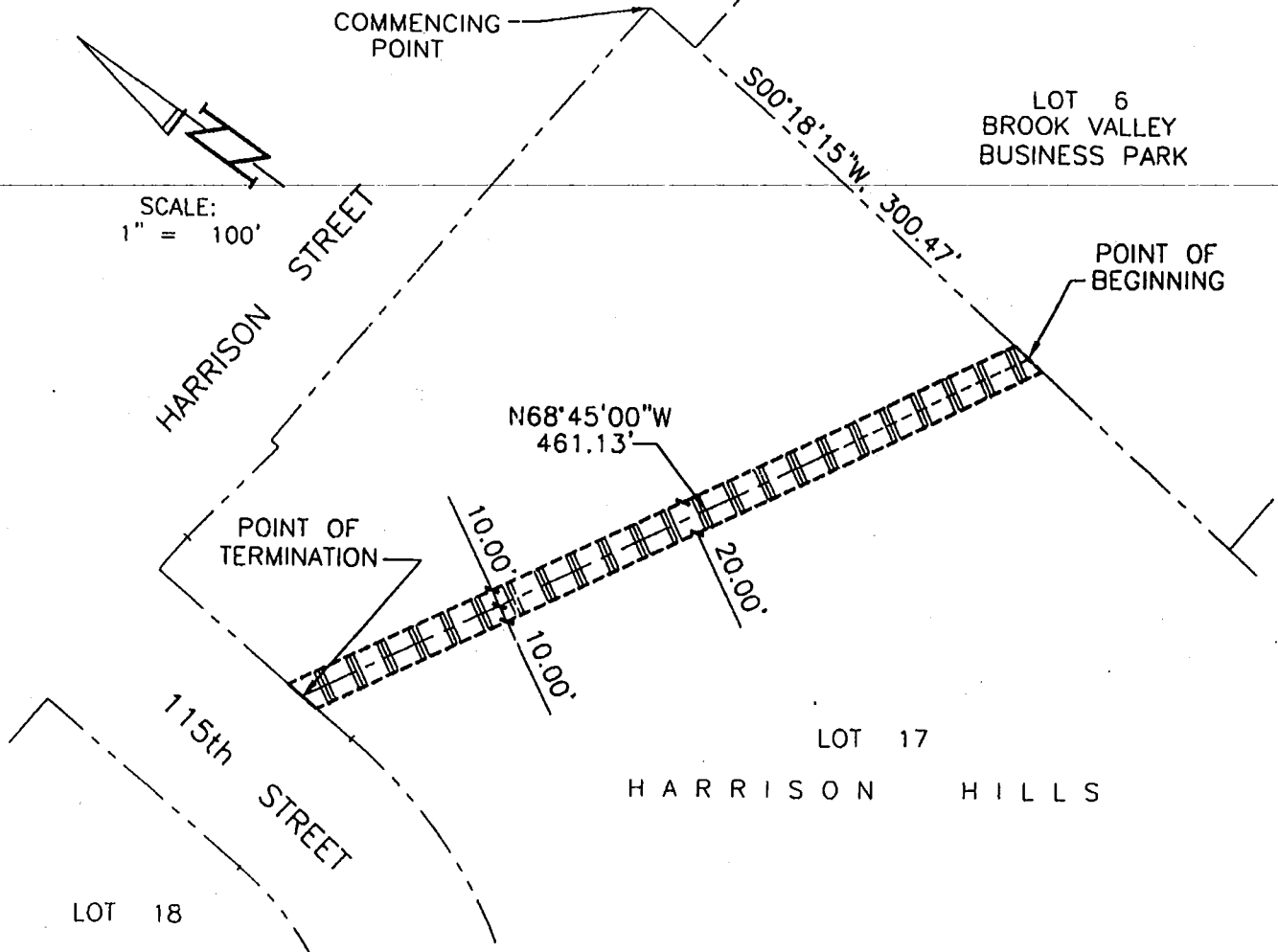
On this 15<sup>th</sup> day of June, 2000, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jay Lerner, Member and Manager of Harrison I-80 LLC, a Nebraska limited liability company, personally known by me to be the person whose name is affixed to the foregoing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



Sandra Willmott  
Notary Public

**EXHIBIT "A"**

2000-14572B



**LEGAL DESCRIPTION**

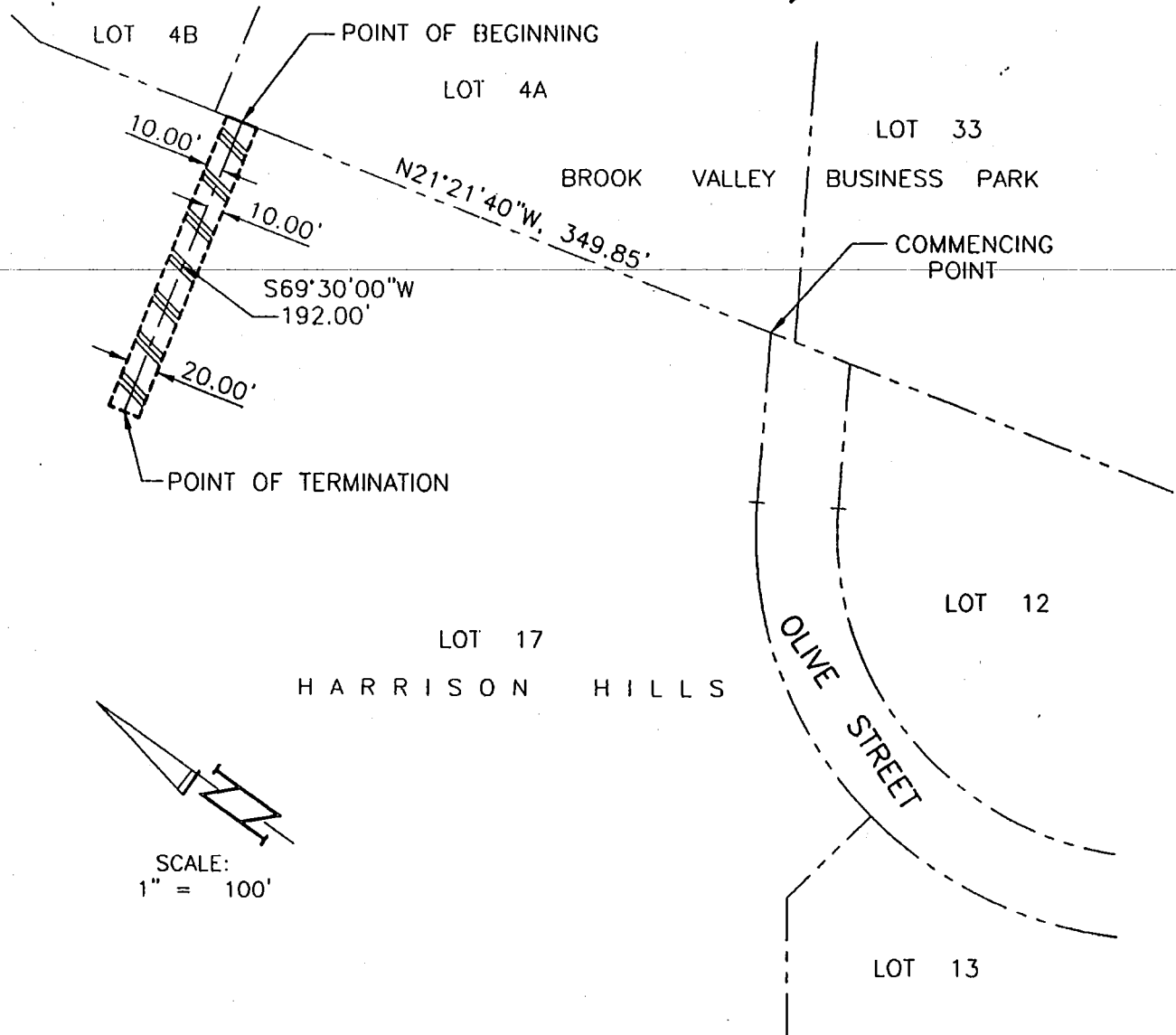
A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 17, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 17;

THENCE S00°18'15"W (ASSUMED BEARING) 300.47 FEET ON THE EASTERLY LINE OF SAID LOT 17 TO THE POINT OF BEGINNING;

THENCE N68°45'00"W 461.13 FEET TO THE NORTHERLY LINE OF SAID LOT 17 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTHERLY AND EASTERLY LINES OF SAID LOT 17.

**EXHIBIT "B"**

2000-14572C



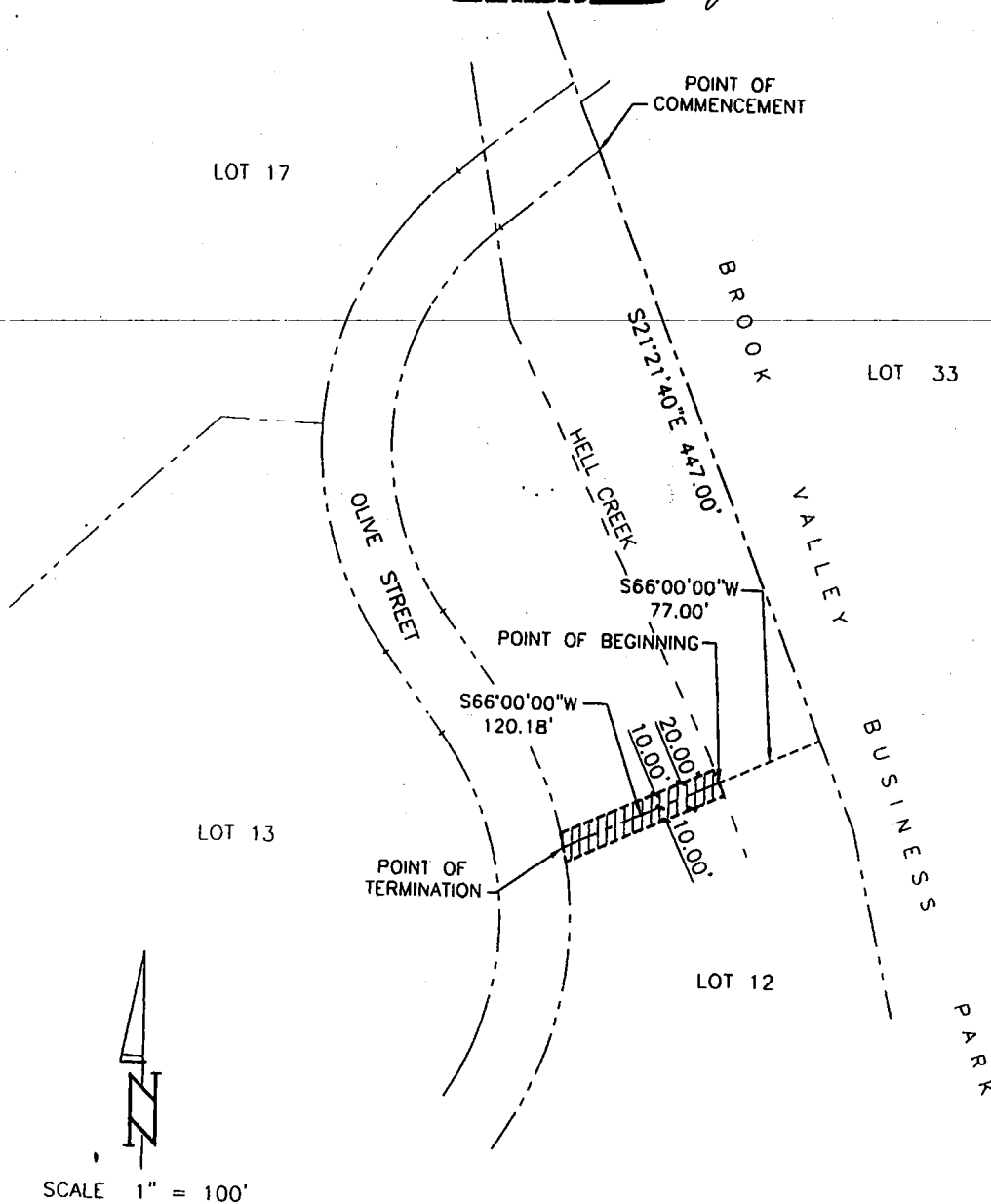
**LEGAL DESCRIPTION**

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 17, 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 SE CORNER OF SAID LOT 17;

THENCE N21°21'40"W (ASSUMED BEARING) 349.85 FEET ON THE EASTERLY LINE OF SAID LOT 17 TO THE POINT OF BEGINNING.

THENCE S69°30'00"W 192.00 FEET TO 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 LOT 17.

**EXHIBIT "C"** 2000-14572D



SCALE 1" = 100'

**LEGAL DESCRIPTION**

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 12, 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 NORTHEAST CORNER OF SAID LOT 12;

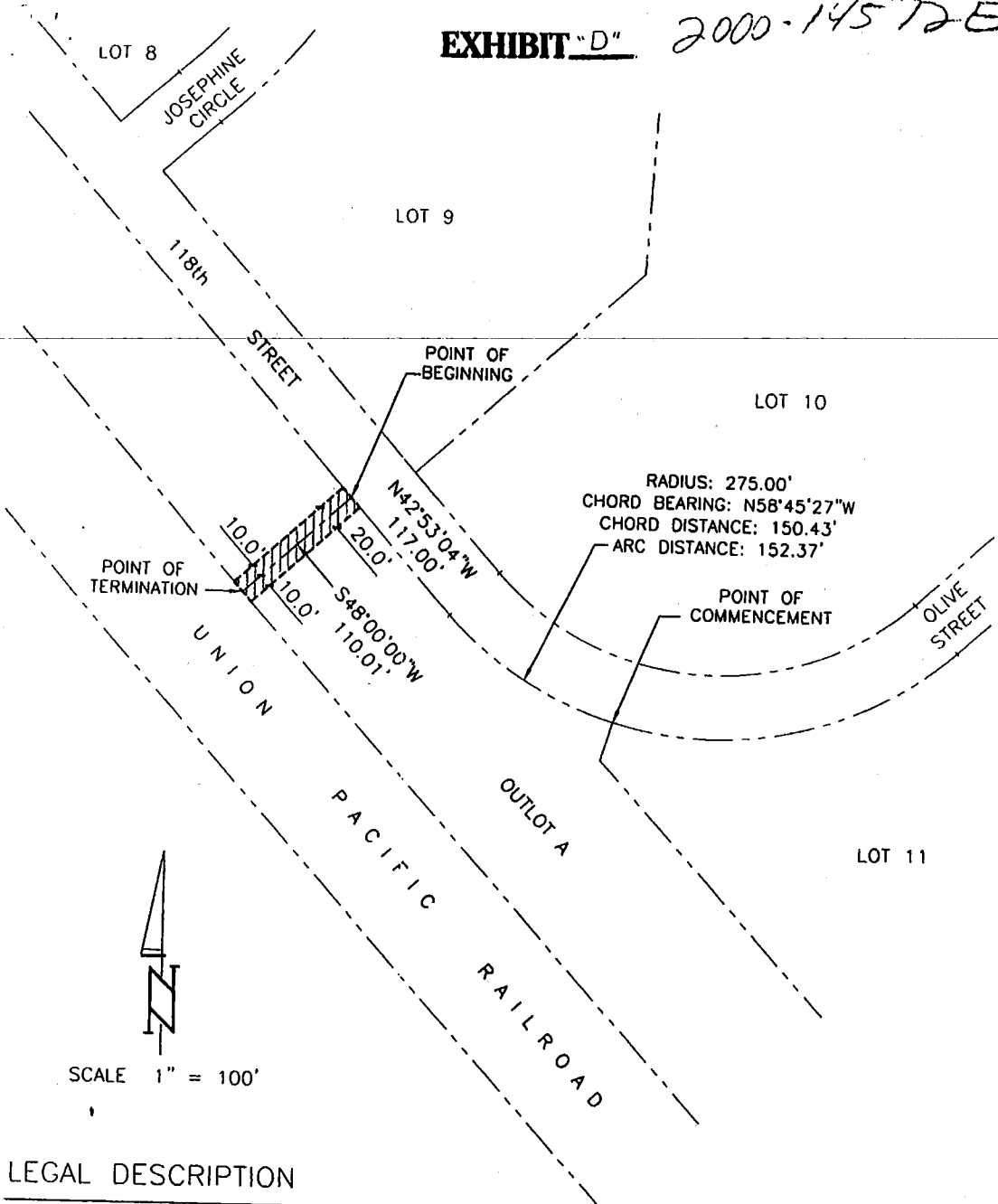
THENCE S21°21'40"E (ASSUMED BEARING) 447.00 FEET ON THE EASTERLY LINE OF SAID LOT 12;

THENCE S66°00'00"W 77.00 FEET TO THE CENTERLINE OF HELL CREEK AND THE POINT OF BEGINNING;

THENCE CONTINUING S66°00'00"W 120.18 FEET TO THE NORTHERLY LINE OF SAID LOT 12, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTHERLY LINE OF SAID LOT 12 AND THE CENTERLINE OF SAID HELL CREEK.

**EXHIBIT "D"**

2000-14572E



**LEGAL DESCRIPTION**

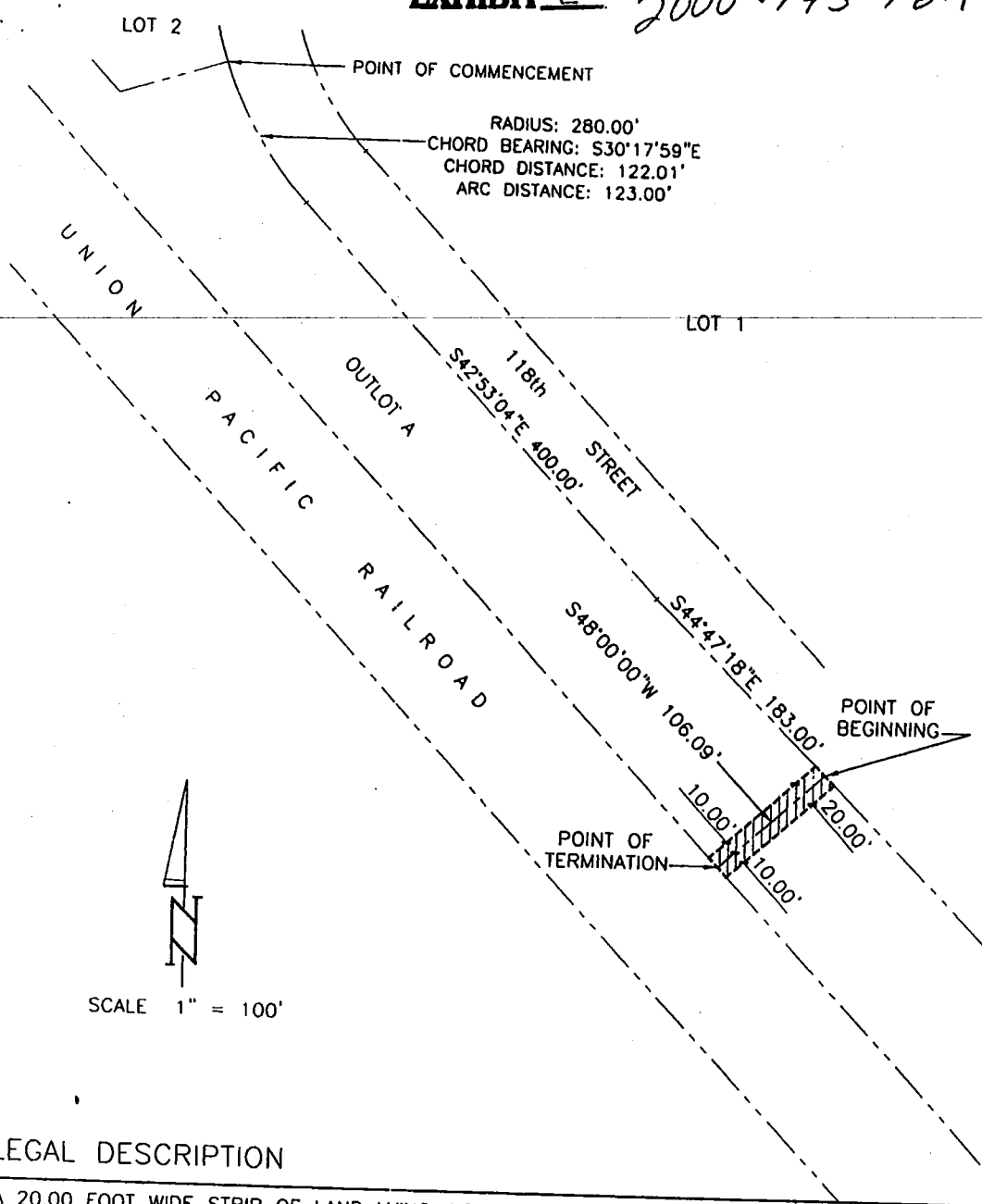
A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN OUTLOT "A", HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 11, SAID HARRISON HILLS;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID OUTLOT "A" ON A 275.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N58°45'27"W (ASSUMED BEARING), CHORD DISTANCE 150.43 FEET, AN ARC DISTANCE OF 152.37 FEET;

THENCE N42°53'04"W 117.00 FEET ON THE EASTERLY LINE OF SAID OUTLOT "A" TO THE POINT OF BEGINNING;

THENCE S48°00'00"W 110.01 FEET TO THE WESTERLY LINE OF SAID OUTLOT "A" AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EASTERLY AND WESTERLY LINES OF SAID OUTLOT "A".

**EXHIBIT "E"** 2000-14572F



**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 183.00 FEET ON THE EASTERLY LINE OF SAID OUTLOT "A" TO THE POINT OF BEGINNING;

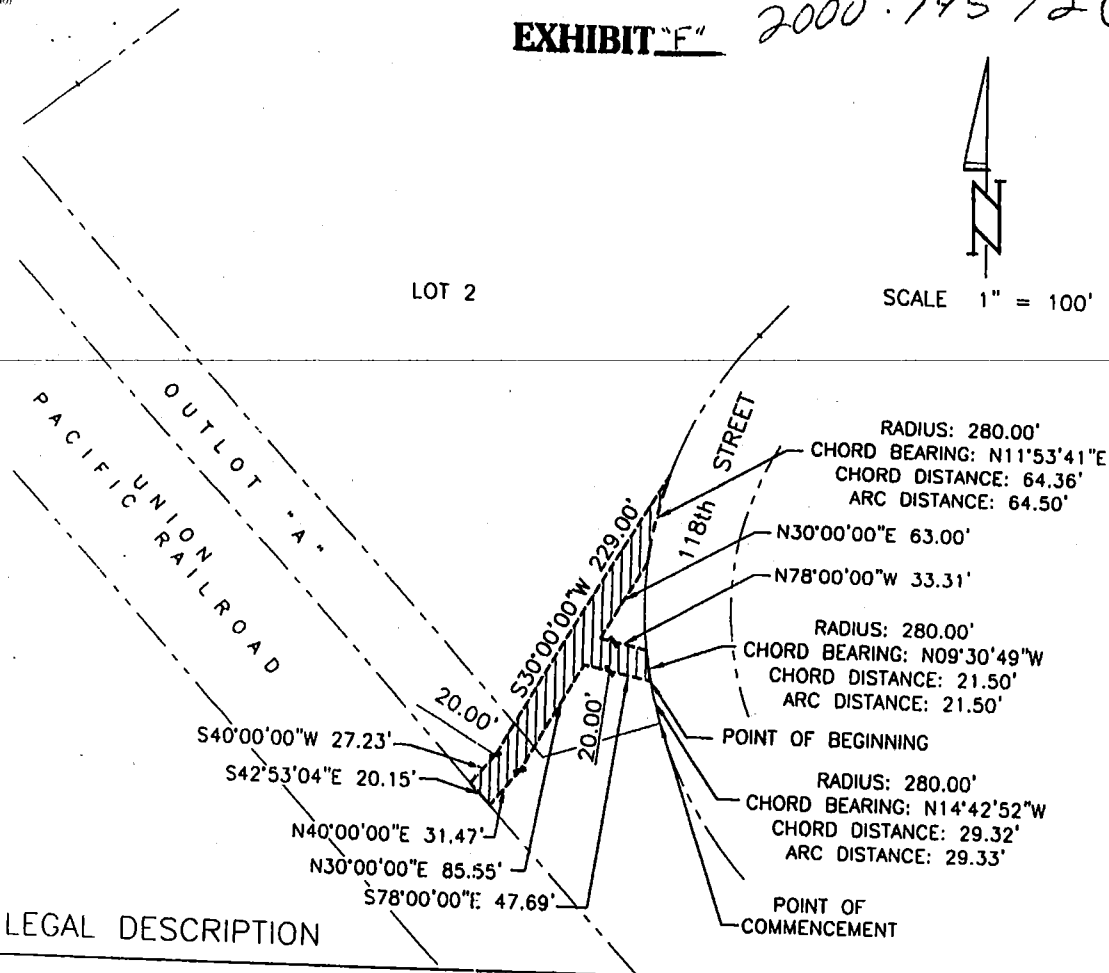
THENCE S48°00'00"W 106.09 FEET TO THE WESTERLY LINE OF SAID OUTLOT "A" AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EASTERLY AND WESTERLY LINES OF SAID OUTLOT "A".

**EXHIBIT "F"**

2000.14572G



SCALE 1" = 100'



**LEGAL DESCRIPTION**

PART OF LOT 2, TOGETHER WITH PART OF OUTLOT "A", HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 2;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 2 ON A 280.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N14°42'52"W (ASSUMED BEARING), CHORD DISTANCE 29.32 FEET, AN ARC DISTANCE OF 29.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 2 ON A 280.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N09°30'49"W, CHORD DISTANCE 21.50 FEET, AN ARC DISTANCE OF 21.50 FEET;

THENCE N78°00'00"W 33.31 FEET ON A NON-TANGENT LINE;

THENCE N30°00'00"E 63.00 FEET TO THE EASTERLY LINE OF SAID LOT 2;

THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 2 ON A NON-TANGENT 280.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N11°53'41"E, CHORD DISTANCE 64.36 FEET, AN ARC DISTANCE OF 64.50 FEET;

THENCE S30°00'00"W 229.00 FEET;

THENCE S40°00'00"W 27.23 FEET TO THE WESTERLY LINE OF SAID OUTLOT "A";

THENCE S42°53'04"E 20.15 FEET ON THE WESTERLY LINE OF SAID OUTLOT "A";

THENCE N40°00'00"E 31.47 FEET;

THENCE N30°00'00"E 85.55 FEET;

THENCE S78°00'00"E 47.69 FEET TO THE POINT OF BEGINNING.