



1045 399 MISC



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THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PROJECT NO. 85063.1

TRACT NO. /

PERMANENT SEWER EASEMENT

BOOK 1045 PAGE 399

KNOW ALL MEN BE THESE PRESENTS:

THAT AJV FARM PARTNERSHIP

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two and No/100 Dollars (\$2.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 367, Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain and operate a Sanitary Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

CASH 32886 BK 1045 R 28-15-11 FV na
TYPE Use PG 399-402 G/O SCAN MC off
FEE 20⁰⁰ OF Use COMP 18 FB 01-6000

Dec 2 4 11 PM '92
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

RECEIVED

RETURN:

Mark Westergaard
Elliott & Assoc.
5316 S. 132nd St. Omaha 68137

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the SID. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing 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 SID will replace or rebuild any and all damage to improvements caused by SID 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 SID.
3. That SID 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the SID and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID 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 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 easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the SID will 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.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 30th day of November A.D., 1992.

Anthony Stepouch
Vicitor Stepouch
Jane Vandevanter

AJV FARM PARTNERSHIP

Name of Corporation

Corporate Seal

By

Attest

President

Secretary

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT
SOUTHWEST QUARTER SECTION 28-15-11

sw¹/₄ sw¹/₄
nw¹/₄ sw¹/₄

A permanent sanitary sewer easement located in the southwest quarter of Section 28, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of said Section 28; thence S89°43'53"E (assumed bearing), along the south line of said Section 28, a distance of 396.18 feet; thence N00°16'07"E, a distance of 150.69 feet to the Point of Beginning, said point also being on the north right-of-way line of U.S. Highway No. 275; thence N03°46'04"E, a distance of 160.96 feet; thence N07°22'37"W, a distance of 349.72 feet; thence N00°25'26"W, a distance of 112.72 feet; thence N08°18'43"E, a distance of 343.84 feet; thence N75°31'54"W, a distance of 390.81 feet to a point on the east right-of-way line of 180th Street; thence N00°00'03"E, along said east right-of-way line of 180th Street, a distance of 15.49 feet; thence S75°31'54"E, a distance of 386.17 feet; thence N23°08'12"W, a distance of 319.10 feet; thence N00°11'00"E, a distance of 296.35 feet; thence N09°51'57"E, a distance of 347.05 feet; thence N41°15'37"W, a distance of 323.42 feet; thence N48°31'33"W, a distance of 127.65 feet to a point on said east right-of-way line of 180th Street; thence N00°00'03"E, along said east right-of-way line of 180th Street, a distance of 20.02 feet; thence S48°31'33"E, a distance of 141.87 feet; thence S41°15'37"E, a distance of 331.55 feet; thence S09°51'57"W, a distance of 352.95 feet; thence S00°11'00"W, a distance of 291.99 feet; thence S23°08'12"E, a distance of 333.36 feet; thence S08°18'43"W, a distance of 351.54 feet; thence S00°25'26"E, a distance of 110.66 feet; thence S07°22'37"E, a distance of 350.28 feet; thence S03°46'04"W, a distance of 160.70 feet to a point on said north right-of-way line of U.S. Highway No. 275; thence S87°12'39"W, along said north right-of-way line of U.S. Highway No. 275, a distance of 15.10 feet to the Point of Beginning.

September 3, 1992

Prepared By:
Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska, 68137

EXHIBIT 'A'
PERMANENT SANITARY SEWER EASEMENT
THE RIDGES
S. I. D. NO. 367
DOUGLAS COUNTY, NEBRASKA
SOUTHWEST QUARTER SECTION 28-15-11

