



BK 1400 PG 148-150



MISC 2001 15127

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 SEP 21 PM 3:35

RECEIVED

PERMANENT SEWER EASEMENT

Affects
lot 2

KNOW ALL MEN BY THESE PRESENTS:

THAT HOWARD D. VANN and R. THOMAS VANN, hereinafter 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. 470 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 sanitary sewers, 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 sanitary sewer, 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 sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line 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 sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and

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

✓ 27045.

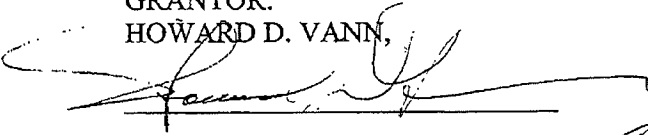
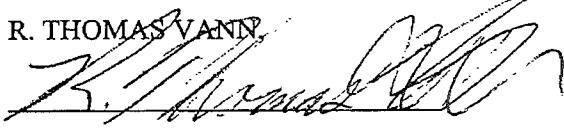
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1 BKP 0-15-11 C/O COMP
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assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer.

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.

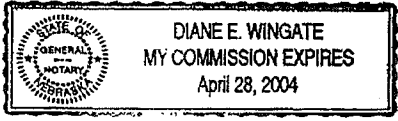
That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, 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 19 day of Sept 2001.

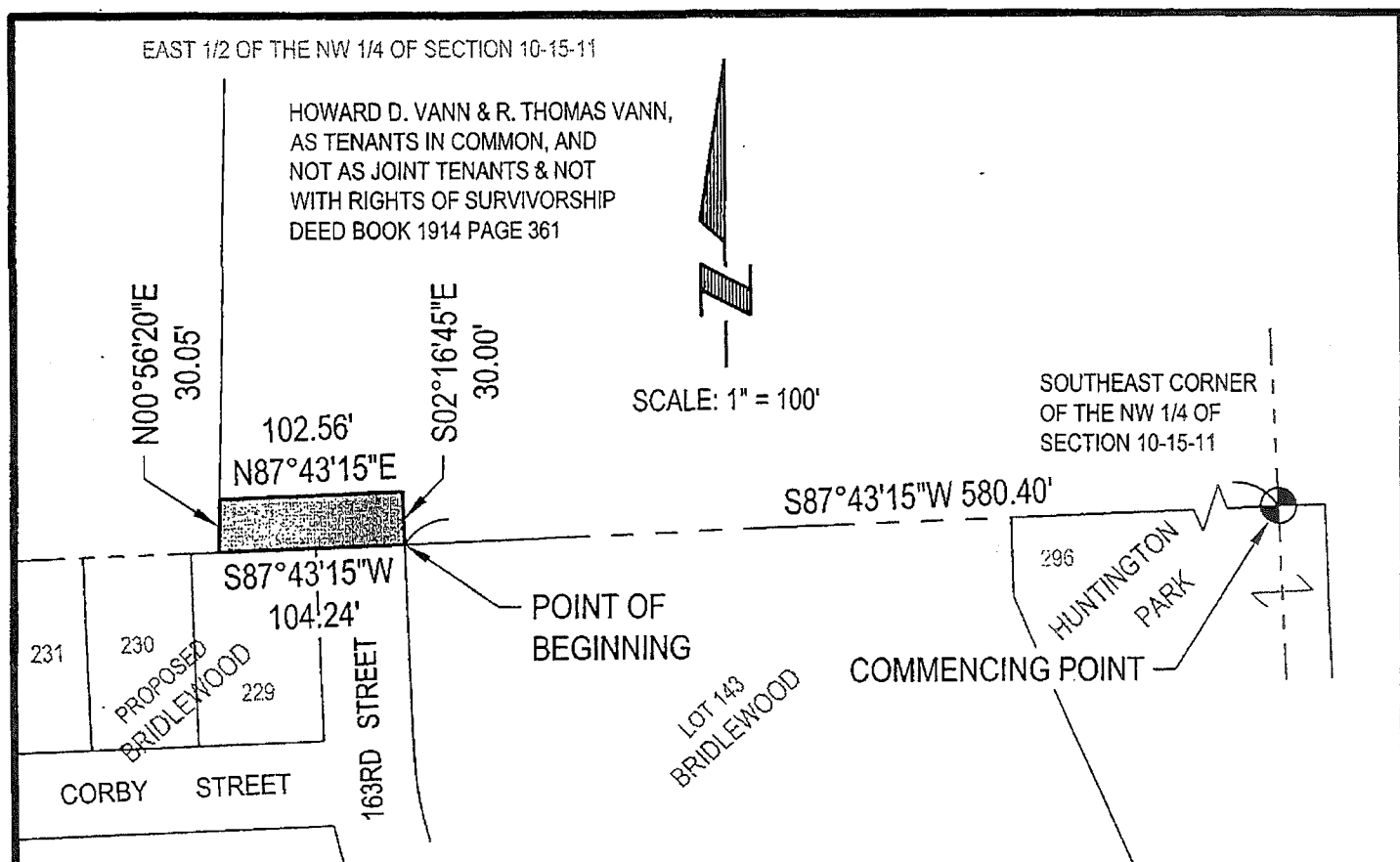
GRANTOR:
HOWARD D. VANN,

R. THOMAS VANN,


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Howard D. Vann and R. Thomas Vann, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be each of their voluntary act and deed.
WITNESS my hand and Notarial Seal this 19 day of Sept 2001.




Notary Public



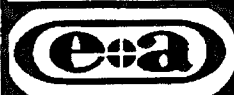
LEGAL DESCRIPTION - PERMANENT SANITARY SEWER EASEMENT - PARCEL C

HOWARD D. VANN & R. THOMAS VANN, AS TENANTS IN COMMON, AND NOT AS JOINT TENANTS & NOT WITH RIGHTS OF SURVIVORSHIP - DEED BOOK 1914 PAGE 361

A Permanent Sanitary Sewer Easement located in the NW 1/4 of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said NW 1/4 of Section 10, said point also being on the North line of Lot 296, Huntington Park, a subdivision located in said Section 10; thence S 87°43'15" W (assumed bearing) along the South line of said NW 1/4 of Section 10, said line also being said North line of Lot 296, Huntington Park, and also the North line of Lot 143, Bridlewood, Lots 1 thru 143, inclusive & Outlot "A", a subdivision located in the South 1/2 of said Section 10, a distance of 580.40 feet to the Northwest corner of said Lot 143, Bridlewood, Lots 1 thru 143, inclusive & Outlot "A", said point also being the point of beginning; thence continuing S 87°43'15" W along said South line of the NW 1/4 of Section 10, a distance of 104.24 feet; thence N 00°56'20" E, a distance of 30.05 feet; thence N 87°43'15" E, a distance of 102.56 feet; thence S 02°16'45" E, a distance of 30.00 feet to the point of beginning.

Said Permanent Sanitary Sewer Easement contains an area of 3,102 square feet or 0.071 acres, more or less.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

DRAWN BY: J.A.F.

CHECKED BY: _____

DATE: 06-04-2001

JOB No.: 2000125.01

**EXHIBIT A, PERMANENT
SANITARY SEWER
EASEMENT - PARCEL C**