

BK 1388 PG 736-739



MISC 2001 10120

CLERK OF DISTRICT
REGISTER OF DEEDS
POLK COUNTY, NE.

2001 JUL 10 PM 2:19

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

D. 4 MISC

FEE <i>20.50</i>	FB <i>01-60000</i>
BKP <i>13-16-12</i>	C/O _____ COMP _____
DEL _____	SCAN <i>Ch</i> FV _____

3857

RETURN: Gary Trinkham
9910 No. 48TH St. #208
Omaha, Ne. 68152

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Keith Edquist, hereinafter referred to as GRANTOR, (whether one or more) for an in consideration of the sum on the property described below; does hereby donate, grant and convey unto the *City of Omaha, Nebraska, a Municipal Corporation*, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate drainage structures, and/or drainage way, and appurtenances thereto, in through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT 'A' PERMANENT EASEMENT LEGAL DESCRIPTION

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 drainage structures, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said drainage structures, and/or drainage way 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 drainage, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent drainage 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 said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and their 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 drainage 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 and its assigns against the lawful claims and demands of all persons. This permanent drainage easement runs with the land.
- 6) That said permanent drainage easement is granted upon the condition that the CITY 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) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument 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 their agents; and that the

(Continued:)

GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or their agents or employees, except as are as set forth herein (if applicable):

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)

this 10 day of JULY, 2001.

INDIVIDUAL and/or PARTNERSHIP

Keith Edquist
KEITH EDQUIST OWNER

ACKNOWLEDGMENT

STATE OF Iowa)

) SS

COUNTY OF Pottawattamie)

On this 10th day of July, 2001, before me, a Notary Public, in and for said County, personally came the above named: <<Owner>>

Keith Edquist
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

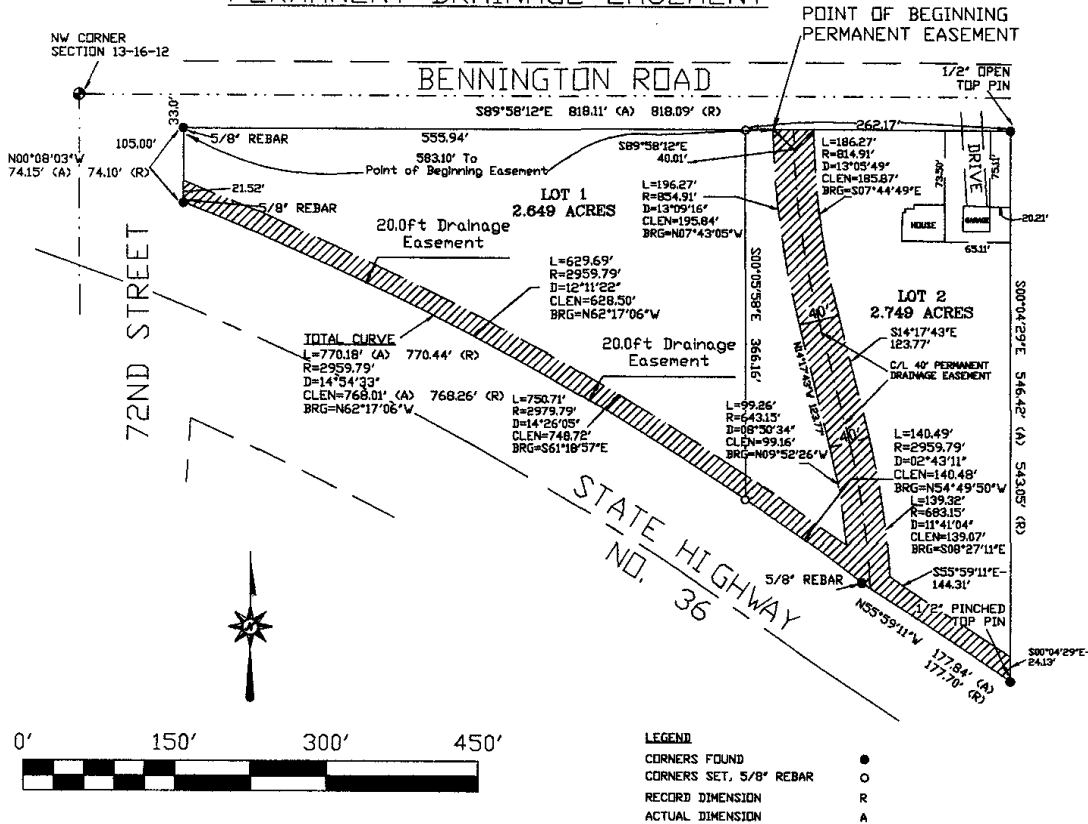
Vicky Renee Smith
NOTARY PUBLIC



(Notary Seal)

EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT



LEGAL DESCRIPTION - DRAINAGE EASEMENT

A Drainage Easement over and across that part of the Northwest Quarter of Section 13, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Northwest Corner of said Section 13; Thence S89°58'12"E (an assumed bearing relative to all bearings contained herein) for 105.0 feet along the North line of said Section 13; Thence S00°08'03"E for 330 feet along a line that is 105.0 feet East of and parallel to the West line of said Section 13; Thence S89°58'12"E for 583.10 feet along a line that is 330 feet South from and parallel to the North line of said Section 13 to the Point of Beginning; Thence continuing along said line, S89°58'12"E for 40.01 feet; Thence southerly along a 814.91 foot radius curve to the left (having a chord that bears S07°44'49"E for a chord length of 185.87 feet) for an arc length of 186.27 feet; Thence S14°17'43"E for 123.77 feet; Thence Southerly along a 683.15 foot radius curve to the right (having a chord that bears S08°27'11"E for a chord length of 139.07 feet) for an arc length of 139.32 feet; Thence S55°59'11"E for 144.31 feet along a line that is 20.0 feet north from and parallel to the North Right-of-way line of Highway 36; Thence S00°04'29"E for 24.13 feet; Thence N55°59'11"W for 177.84 feet along the North Right-of-way line of said highway; Thence continuing along said North Right-of-way line on a 2959.79 foot radius curve to the left Having a chord that bears N62°17'06"W for a chord length of 768.01 feet) for an arc length of 770.18 feet; Thence N00°08'03"W for 21.52 feet along a line that is 105.0 feet East from and parallel to the West line of said Northwest Quarter; Thence Southeasterly along a line that is 20.0 feet North from and parallel to the North line of said Highway Right-of-way and along a 2979.79 foot radius curve to the right (having a chord that bears S61°18'57"E for a chord length of 748.72 feet) for an arc length of 750.71 feet; Thence Northerly along a 643.15 foot radius curve to the left (having a chord that bears N09°52'26"W for a chord length of 99.16 feet) for an arc length of 99.26 feet; Thence N14°17'43"W for 123.77 feet; Thence Northerly along a 854.91 foot radius curve to the right (having a chord that bears N07°43'05"W for a chord length of 195.84 feet) for an arc length of 196.27 feet to the Point of Beginning.

TINKHAM LAND SURVEYING
 9910 NORTH 48TH STREET, SUITE 206, DEMA, NE 68832
 TELEPHONE: 402-451-0208