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MAR 6 1979

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 29th day of March, 1979, between the undersigned _____

LAWRENCE W. YOUNGMAN TOURS, INC., a Nebraska corporation

(herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 297 of DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal corporation (hereinafter collectively called "Grantee" except otherwise noted),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a twenty (20') foot wide perpetual sewer and drainage easement, and a fifty (50') foot wide temporary construction easement over, on, across and under real estate located in the _____

Southwest 1/4

of Section Twenty-Two (22), all in Township Fifteen (T15N) North, Range Eleven (R11E) East of the 6th P.M., in Douglas County, Nebraska, the location of said twenty (20') foot wide perpetual easement and fifty (50') foot wide temporary construction easement being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline, storm sewers and other drainage structures, including all necessary man-holes and other related appurtenances, and the transmission through said sewers of sanitary and storm water sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary outfall sewer and other drainage improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said improvements as public facilities; and PROVIDED further, that said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said facilities or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this easement grant, said Grantee, Sanitary and Improvement District No. 297 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easement or any part thereof.

Still need
to check
which lots.

22-15-1

4. By accepting and recording this easement grant, Grantee shall be deemed to have granted to Grantor, its successors and assigns, a perpetual license and right to connect at some future date of Grantor's choosing a sanitary sewer system which will serve Grantor's approximately 19-acre tract of land (as more particularly hereinafter described) to an outfall sanitary sewer to be constructed by Grantee in the above-described perpetual sewer and drainage easement, said perpetual license and connection right being conditioned upon the following:

- a) Payment to Grantee of such sewer connection charges for said 19-acre tract as are prescribed and permitted by the City of Omaha.
- b) Acquisition of connection rights from and payment of connection fees to the City of Omaha and to all sanitary and improvement districts "downstream" from the Grantee.
- c) Construction of said sanitary sewer system to serve said 19-acre tract at Grantor's sole cost and expense, with the connection thereof to Grantee's said outfall sanitary sewer to be made at the location approved by the engineers for Grantee and under the direction and supervision of the latter.

Grantee shall likewise be deemed to have guaranteed to Grantor that there will be sufficient capacity in the said outfall sanitary sewer to be constructed by Grantee to serve Grantor's said 19-acre tract, but Grantor recognizes that Grantee cannot and does not guarantee such capacity with respect to the outfall and interceptor sanitary sewers "downstream" from Grantee's said outfall sanitary sewer. The description of Grantor's said 19-acre tract is as follows:

That part of the SW1/4, Sec. 22, T 15N, R 11E of the 6th P.M., Douglas County, Nebraska, situated easterly of the Union Pacific Railroad Right-of-Way, as surveyed, platted and recorded.

5. Grantor herein, for itself, himself/herself, his/her heirs, executors, successors, administrators and assigns does/do hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

6. This Agreement shall be binding on the heirs, devisees, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for himself, his heirs, devisees, executors, administrators and assigns, has/have caused the due execution hereof as of the day and year first above written.

Attest:

LAWRENCE W. YOUNGMAN TOURS, INC.

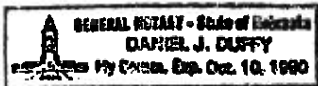
Irwin Youngman Wick
Secretary

By Lawrence W. Youngman
Lawrence W. Youngman
President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 29th day of March, 1979, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above-named Lawrence W. Youngman, President of Lawrence W. Youngman Tours, Inc., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above easement as President of said corporation, and he acknowledged the easement to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Omaha, in said County, the date aforesaid.



Daniel J. Cluffy

Notary Public

My Commission Expires:

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EXHIBIT "A"

BOOK 612 PAGE 510

NE. COR. OF THE SW 1/4 OF SEC. 22-15-11 OF THE 6TH P.M., DOUGLAS CO., NE.

SCALE 1"=200'

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30 April

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1979 APR -3 PM 1:50
C. HANCOCK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Page 507
of 1000

Feas. Study
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Compt.

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SE. COR. OF THE SW 1/4 OF SEC. 22-15-11 OF THE 6TH P.M., DOUGLAS CO., NE.

LEGAL DESCRIPTION

A permanent sanitary sewer easement, 20 feet in width, and a temporary construction easement, 50 feet and 100 feet in width where shown except adjacent to the railroad right-of-way there is no permanent or temporary easement on railroad property, the centerline of the permanent and 50 feet temporary easements in part of the Southwest 1/4 of Section 22, T15N. R16E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at a point 1165.39 feet North of the Southeast corner of, and on the East line of said Southwest 1/4; thence N 20° 06' 34" W (hearings based on the East line of the Northeast 1/4 of said Section 22 assumed North-south in direction for 87.79 feet; thence N 64° 19' 57" W for 253.23 feet; thence N 27° 22' 19" W for 437.96 feet; thence N 29° 59' 22" W for 350.00 feet; thence N 35° 20' 36" W for 213.96 feet; thence N 25° 56' 32" W for 316.77 feet; thence N 23° 04' 34" W for 147.77 feet to a point on the North line of said Southwest 1/4 that is 956.56 feet West of the Northeast corner of said Southwest 1/4.

(Refer to the above sketch for the extent of the easement herein described)

Book _____ Page _____ Date 2-6-79 Job Number 78-51



Lamp, Rynearson & Associates

architects • engineers • surveyors • planners

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