



MISC 2006051190



MAY 02 2006 14:28 P 4

Affects
OLA

Misc. 20.50
 4 FEE 20.50 FB 016000
 - BKP 26-16-11-68
 i DEL _____ SCAN _____ FY _____

PERMANENT SANITARY SEWER EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/8/2006 14:28:56.86



2006051190

KNOW ALL MEN BY THESE PRESENTS:

THAT LYMAN-RICHEY CORPORATION, a Delaware corporation, hereinafter referred to as GRANTOR, for and inconsideration 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 SANITARY AND IMPROVEMENT DISTRICT NO. 527 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, 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 sue the surface of the easement conveyed hereby for other purposes, including cross-easements that do not unreasonably interfere with Grantee's use contemplated herein, subject only to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

That, unless by virtue of a cross-easement that does not unreasonably interfere with Grantee's use of the easement area, 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 the 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 assigns. In the event

(C)

✓ 34952

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NE 68144-4482
Karen

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, a Temporary Construction Easement and a Development Agreement between the parties contain the entire agreement of the parties; that there are no different agreements or understandings, except as specified in the aforementioned instruments and agreements between Grantor and Grantee, and that Grantor, in executing and delivering the aforementioned instruments and agreements, has not relied upon any other 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 this 18th day of April, 2006.

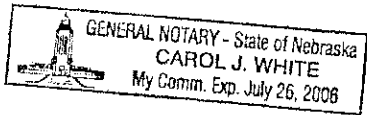
GRANTOR:

LYMAN-RICHEY CORPORATION, a
Delaware corporation,

By: Kevin D. Schmidt
Kevin D. Schmidt
Executive Vice President and C.O.O.

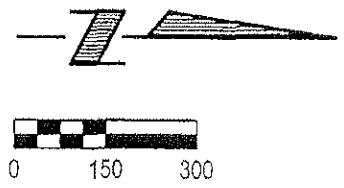
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by Kevin D. Schmidt, Executive Vice President and C.O.O., on behalf of Lyman-Richey Corporation.

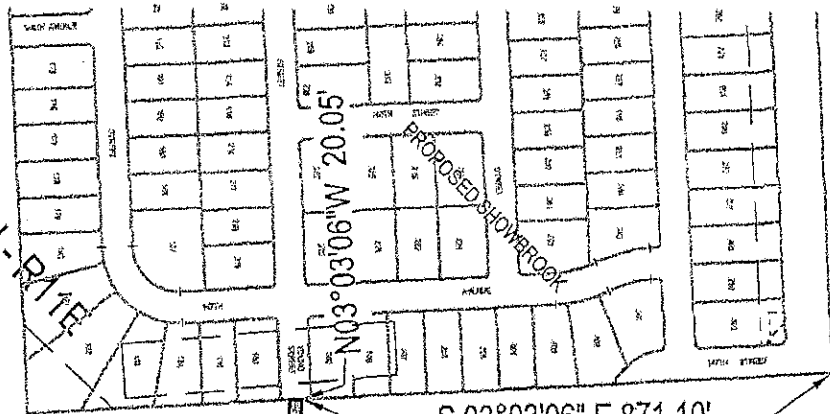


Carol J. White
Notary Public

EXHIBIT "A"



NE 1/4 - SECTION 26 - T16N - R11E



N 03° 03' 06" W 20.05'
 S 03° 03' 06" E 871.10'
 NORTHWEST CORNER OF THE
 NE 1/4 OF THE NE 1/4 OF
 SECTION 26-T16N-R11E

N 88° 50' 51" W 350.03'
 S 88° 50' 51" E 349.18'

WARRANTY DEED
 LYMAN-RICHEY CORPORATION,
 A NEBRASKA CORPORATION
 BOOK 2238, PAGE 179

N 77° 53' 40" E 407.52'
 S 77° 53' 40" W 409.01'
 S 82° 39' 57" W 94.96'
 N 82° 39' 57" E 92.71'
 S 65° 08' 12" W 178.62'
 N 65° 08' 12" E 180.55'
 N 86° 41' 02" W 96.95'
 S 86° 41' 02" E 107.81'
 N 54° 06' 26" W 109.34'
 S 54° 06' 26" E 108.70'
 S 90° 00' 00" W 138.27'
 N 90° 00' 00" E 130.73'

POINT OF BEGINNING

33.0' RIGHT-OF-WAY

144TH STREET

SOUTHEAST CORNER
 OF THE NE 1/4 OF
 SECTION 26-T16N-R11E

S 03° 01' 49" E 20.03'

S 03° 01' 49" E 839.40'

COMMENCING POINT

NORTHEAST CORNER OF
 SECTION 26-T16N-R11E

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



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

**PERMANENT 20.00 FOOT WIDE
 SANITARY SEWER EASEMENT**

Drawn by: KAG Chkd by: WBC 4-4-06 Chkd by: _____

Job No.: 2005028.01 Date: 10/24/05 Sheet 1 of 2

DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"

LEGAL DESCRIPTION

SANITARY SEWER EASEMENT
WARRANTY DEED
LYMAN-RICHEY CORPORATION,
A NEBRASKA CORPORATION
BOOK 2238, PAGE 179

A PERMANENT 20.00 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN THE NE1/4 OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S03°01'49"E (ASSUMED BEARING) ALONG THE WEST LINE OF THE NW1/4 OF SECTION 25, SAID LINE ALSO BEING THE EAST LINE OF SAID NE1/4 OF SECTION 26, A DISTANCE OF 839.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°01'49"E ALONG SAID WEST LINE OF THE NW1/4 OF SECTION 25, SAID LINE ALSO BEING SAID EAST LINE OF THE NE1/4 OF SECTION 26, A DISTANCE OF 20.03 FEET; THENCE S90°00'00"W, A DISTANCE OF 138.27 FEET; THENCE N54°06'26"W, A DISTANCE OF 109.34 FEET; THENCE N86°41'02"W, A DISTANCE OF 96.93 FEET; THENCE S65°08'12"W, A DISTANCE OF 178.62 FEET; THENCE S82°39'57"W, A DISTANCE OF 94.96 FEET; THENCE S77°53'40"W, A DISTANCE OF 409.01 FEET; THENCE N88°50'51"W, A DISTANCE OF 350.03 FEET TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID NE1/4 OF SECTION 26, SAID LINE ALSO BEING THE WEST LINE OF SAID NE1/4 OF SAID NE1/4 OF SECTION 26; THENCE N03°03'06"W ALONG SAID EAST LINE OF THE NW1/4 OF THE NE1/4 OF SECTION 26, SAID LINE ALSO BEING SAID WEST LINE OF THE NE1/4 OF THE NE1/4 OF SECTION 26, A DISTANCE OF 20.05 FEET; THENCE S88°50'51"E, A DISTANCE OF 349.18 FEET; THENCE N77°53'40"E, A DISTANCE OF 407.52 FEET; THENCE S82°39'57"E, A DISTANCE OF 92.71 FEET; THENCE N65°08'12"E, A DISTANCE OF 180.55 FEET; THENCE S86°41'02"E, A DISTANCE OF 107.81 FEET; THENCE S54°06'26"E, A DISTANCE OF 108.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 130.73 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 20.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 27,535 SQUARE FEET OR 0.632 ACRES, MORE OR LESS.

SAID PERMANENT 20.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 661 SQUARE FEET OR 0.015 ACRES, MORE OR LESS OF 33.00 FOOT WIDE 144TH STREET RIGHT-OF-WAY.

SEE SHEET 1 OF 2 FOR DRAWING



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

PERMANENT 20.00 FOOT WIDE
SANITARY SEWER EASEMENT

DOUGLAS COUNTY, NEBRASKA

Drawn by: KAG Chkd by: WAC 4-4-06 Chkd by: _____

Job No.: 2005028.01 Date: 10/24/05 Sheet 2 of 2