



BK 1419 PG 431-434



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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2002 JAN 18 PM 3:24

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PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT LOIS B. HAYES and HARVEY C. HAYES, husband and wife, hereinafter referred to as GRANTOR whether one or more, 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

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Return to:
FULLENKAMP, DOYLE & JOBI
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4
127612
Karen

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.

Grantee shall indemnify and hold Grantor harmless from any and all claims, complaints, demands, causes of action, liability and other losses arising by virtue of the activities of the Grantee on the easement area and shall promptly respond to and repair or replace any property of Grantor that is damaged thereby.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 7th day of ~~December 2001~~ January, 2002

GRANTOR:
LOIS B. HAYES,
Lois B Hayes

HARVEY & HAYES, HH
Harvey & Hayes

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

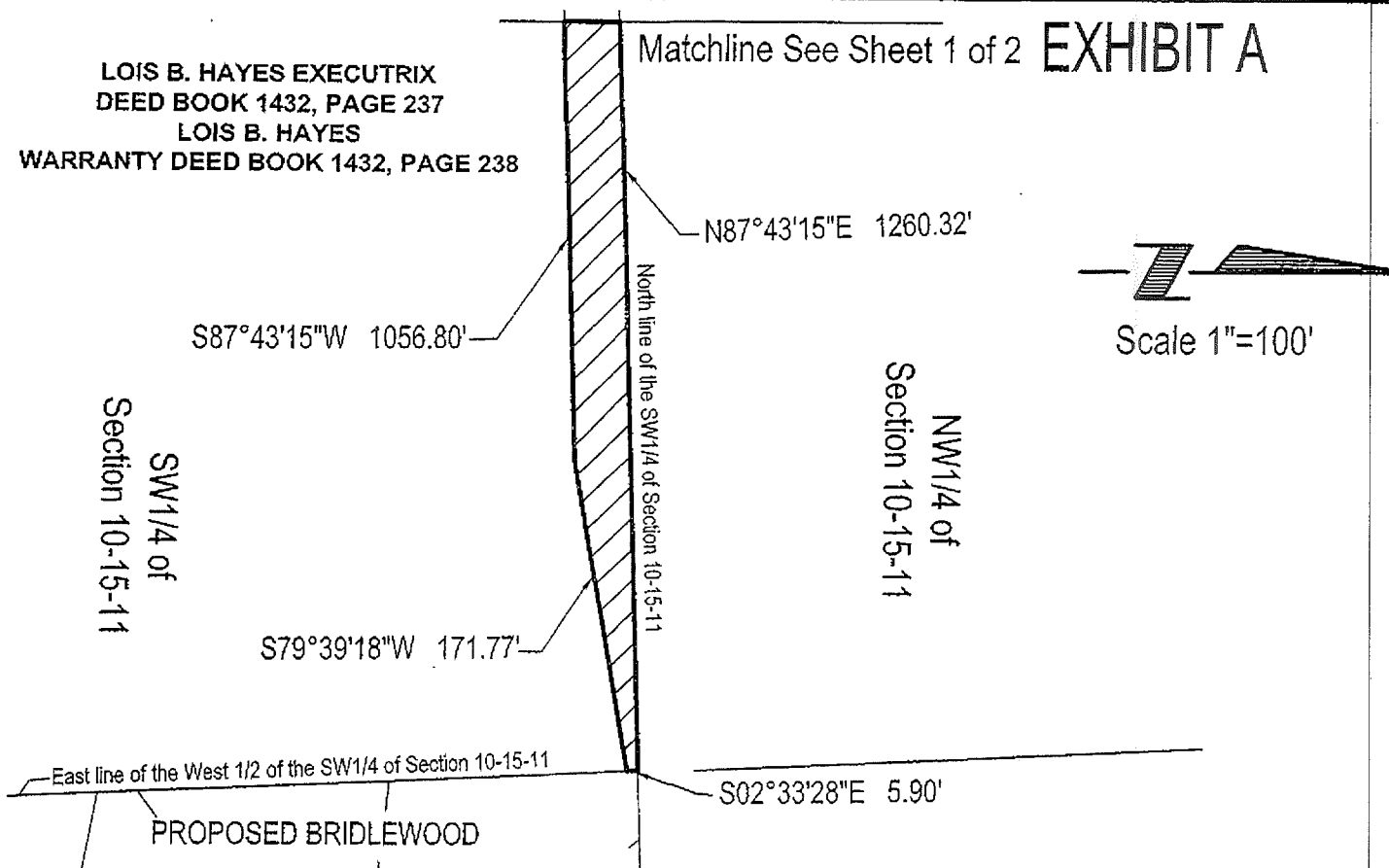
Before me, the undersigned, Notary Public in and for said County and State appeared Lois B. Hayes and Harvey & Hayes, husband and wife, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be each of their voluntary act and deed.

WITNESS my hand and Notarial Seal this 7th day of January 2002.

Karen K. Kula
KAREN K. KULA
GENERAL
Notary Public
NOTARY
STATE OF NEBRASKA
MY COMMISSION EXPIRES:
JULY 26, 2005

LOIS B. HAYES EXECUTRIX
DEED BOOK 1432, PAGE 237
LOIS B. HAYES
WARRANTY DEED BOOK 1432, PAGE 238

Matchline See Sheet 1 of 2 **EXHIBIT A**



LEGAL DESCRIPTION

PERMANENT SANITARY SEWER EASEMENT
LOIS B. HAYES EXECUTRIX DEED BOOK 1432, PAGE 237
LOIS B. HAYES WARRANTY DEED BOOK 1432, PAGE 238

A Permanent Sanitary Sewer Easement located in the West 1/2 of the SW 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 Northwest corner of said SW 1/4 of Section 10; thence N87°43'15"E (assumed bearing) along the North line of said SW 1/4 of Section 10, said line also being the South line of the NW1/4 of said Section 10, a distance of 60.78 feet to the point of beginning; thence continuing N87°43'15"E along said North line of the SW 1/4 of said Section 10, said line also being said South line of the NW1/4 of Section 10, a distance of 1260.32 feet to a point on the East line of SAID West 1/2 of the SW1/4 of Section 10, said line also being the West line of the East 1/2 of said SW1/4 of Section 10; thence S02°33'28"E along said East line of the West 1/2 of the SW1/4 of Section 10, said line also being said West line of the East 1/2 of the SW1/4 of Section 10, a distance of 5.90 feet; thence S79°39'18"W, a distance of 171.77 feet; thence S87°43'15"W, a distance of 1056.80 feet; thence N50°24'51"W, a distance of 44.95 feet to the point of beginning.

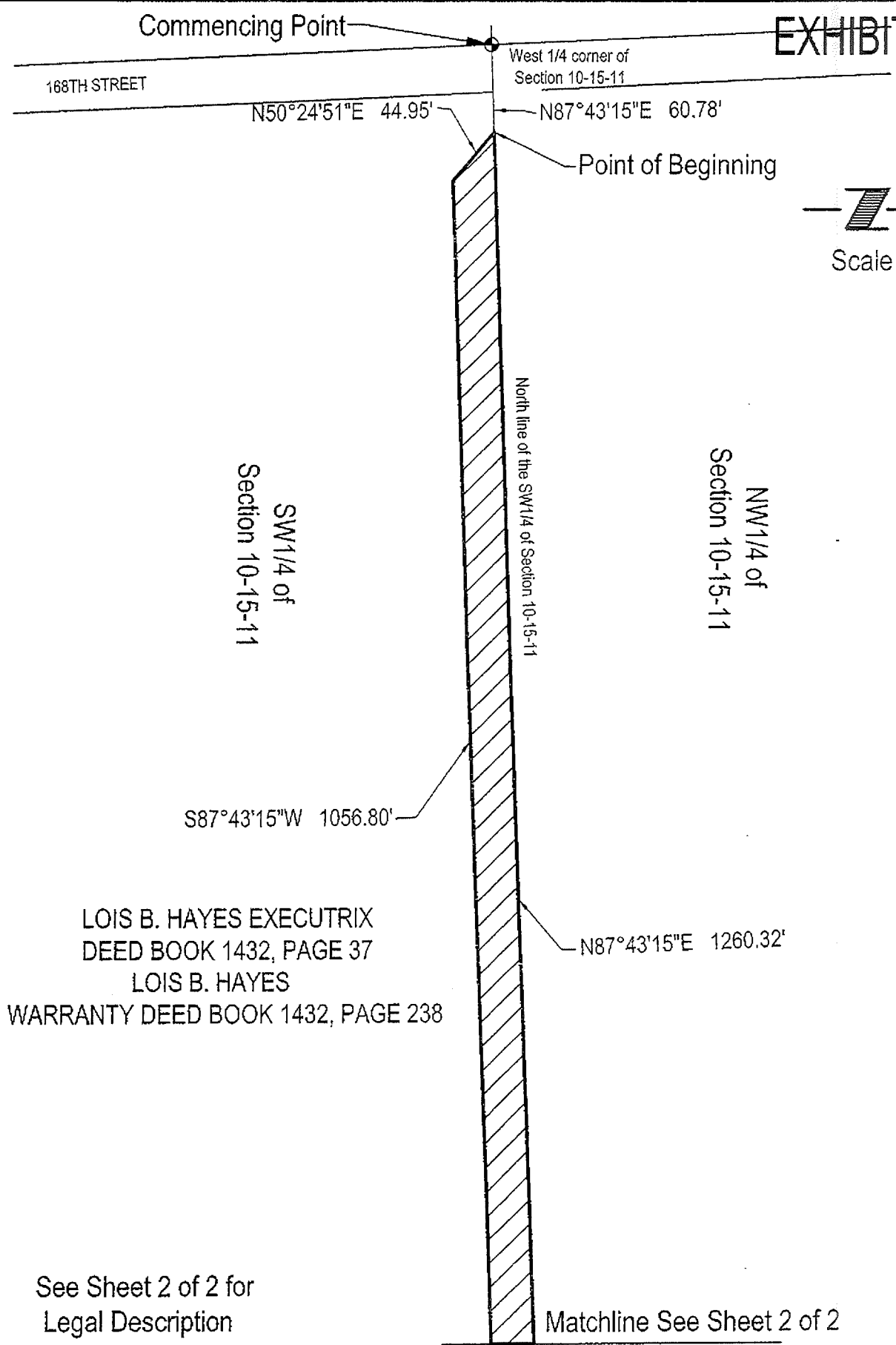
Said Permanent Sanitary Sewer Easement contains an area of 35,259 square feet or 0.809 acres, more or less.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 835-4700

PERMANENT SANITARY

EXHIBIT A



LOIS B. HAYES EXECUTRIX
 DEED BOOK 1432, PAGE 37
 LOIS B. HAYES
 WARRANTY DEED BOOK 1432, PAGE 238

See Sheet 2 of 2 for
 Legal Description

Matchline See Sheet 2 of 2



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

PERMANENT SANITARY

DRAWN BY: PLS CHECKED BY: DATE: 06/04/04

SEWER REACEMENT