

BK 1419 PG 435-437



MISC 2002 01274

*OUT LOT C  
only*

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

2002 JAN 18 PM 3:25

RECEIVED

**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. 444 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 storm 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 storm 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.

*F MISC 3*  
1 *10-15-11* BKP *15.00* C/O *01-2000* COMP  
DEL *Q* SCAN *Q* FV

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 storm 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 storm sewer in the easement area. Grantee warrants that said storm sewer 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 storm 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

*Richard M. Takechi*  
FULLENKAMP, DOYLE & JOBE  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4

*✓ 27612*  
*Karan*

assigns. In the event Grantee fails to repair or maintain the storm 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 storm 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.

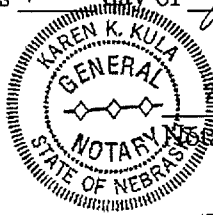
IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 7<sup>th</sup> day of January 2002

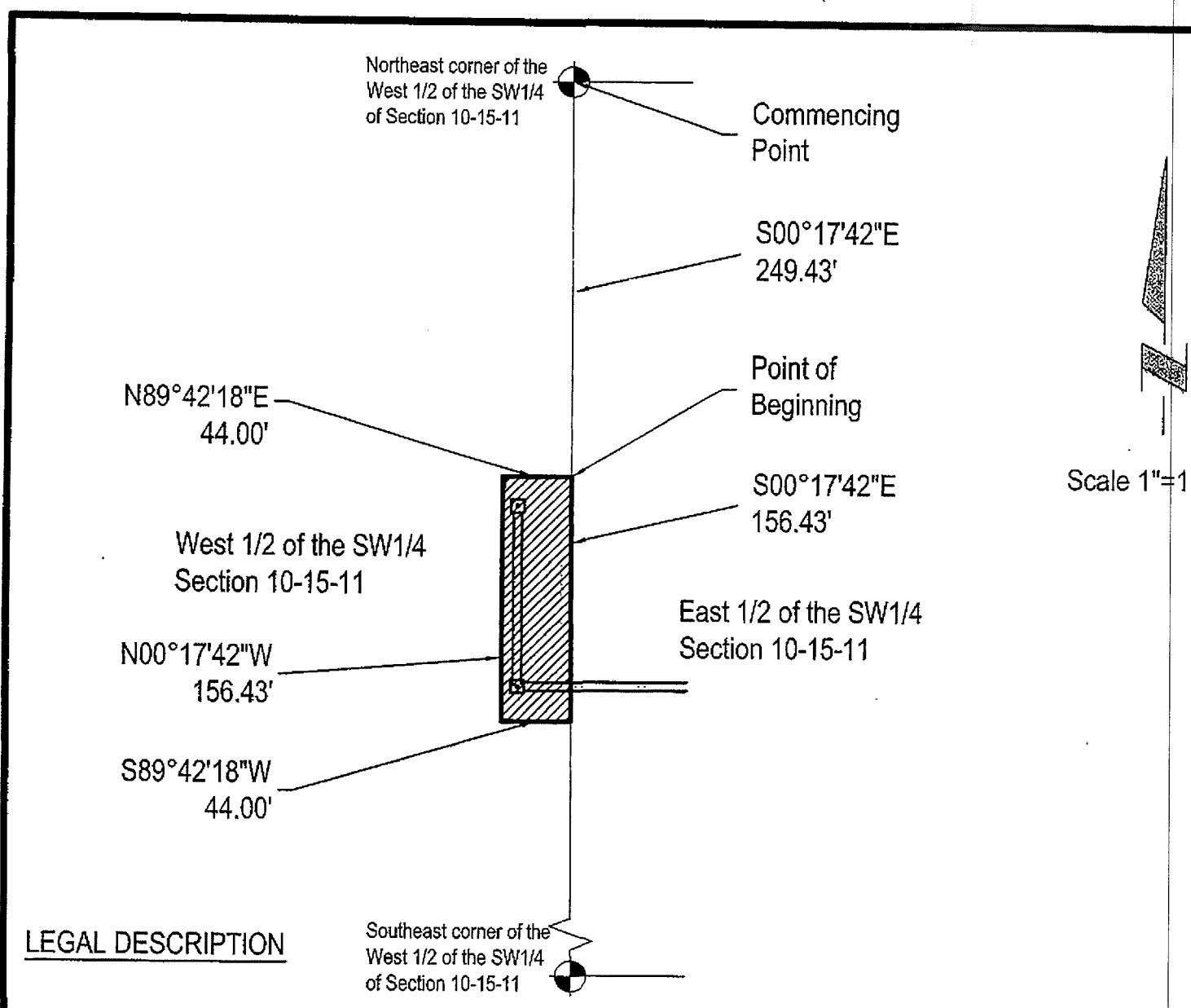
GRANTOR:  
LOIS B. HAYES,  
Lois B. Hayes  
HARVEY ~~L.~~ HAYES, H.H.  
Harvey L. Hayes

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 ~~L.~~ 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 7<sup>th</sup> day of January 2002

  
Karen K. Kula  
Notary Public  
MY COMMISSION EXPIRES:  
JULY 26, 2005



LEGAL DESCRIPTION

A Permanent Storm Sewer Easement located in the West 1/2 of the SW1/4 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 Northeast corner of said West 1/2 of the SW1/4 of Section 10; thence S00°17'42"E (assumed bearing) along 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, a distance of 249.43 feet to the Point of Beginning; thence continuing S00°17'42"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 156.43 feet, thence S89°42'18"W, a distance of 44.00 feet; thence N00°17'42"W, a distance of 156.43 feet; thence N89°42'18"E, a distance of 44.00 feet to the Point of Beginning.

Said Permanent Storm Sewer Easement contains an area of 6,883 square feet or 0.158 acres more or less.