



BK 1359 PG 277-280



MISC 2000 15763

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Date
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By

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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INFO. INCOMPLETE

GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 14th day of November, 2000, between Booge Property Limited Partnership, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 444 of Douglas County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

THAT, said Grantor in consideration of the sum of Two Dollars (\$ 2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)
2. Grantor does hereby grant and confirm unto said SID, its successors and assigns, together with the right of ingress and egress from said premises to the general public for the purpose of constructing, inspecting and maintaining or operating a storm sewer and associated appurtenances at the will of the SID.
3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said storm sewer, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
5. That SID shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.

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

25824 MISC
 B 4
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FEE 20.50 FB 21-6000 SS.
 BKP 9-15-11 C/O _____ COMP 2/2
 DEL _____ SCAN dc fv

PERMANENT STORM SEWER EASEMENT
PAGE 2

- 6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 7. That said easement is granted upon the condition that the SID will 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.
- 8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

~~Arizona~~
~~Maricopa~~
 STATE OF NEBRASKA)
 Maricopa)SS
 COUNTY OF SARPY)

On this 14 th day of November, 2000, before me, a Notary Public in and for said County and State, personally appeared _____, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

 NOTARY PUBLIC

My Commission expires _____



PERMANENT STORM SEWER EASEMENT

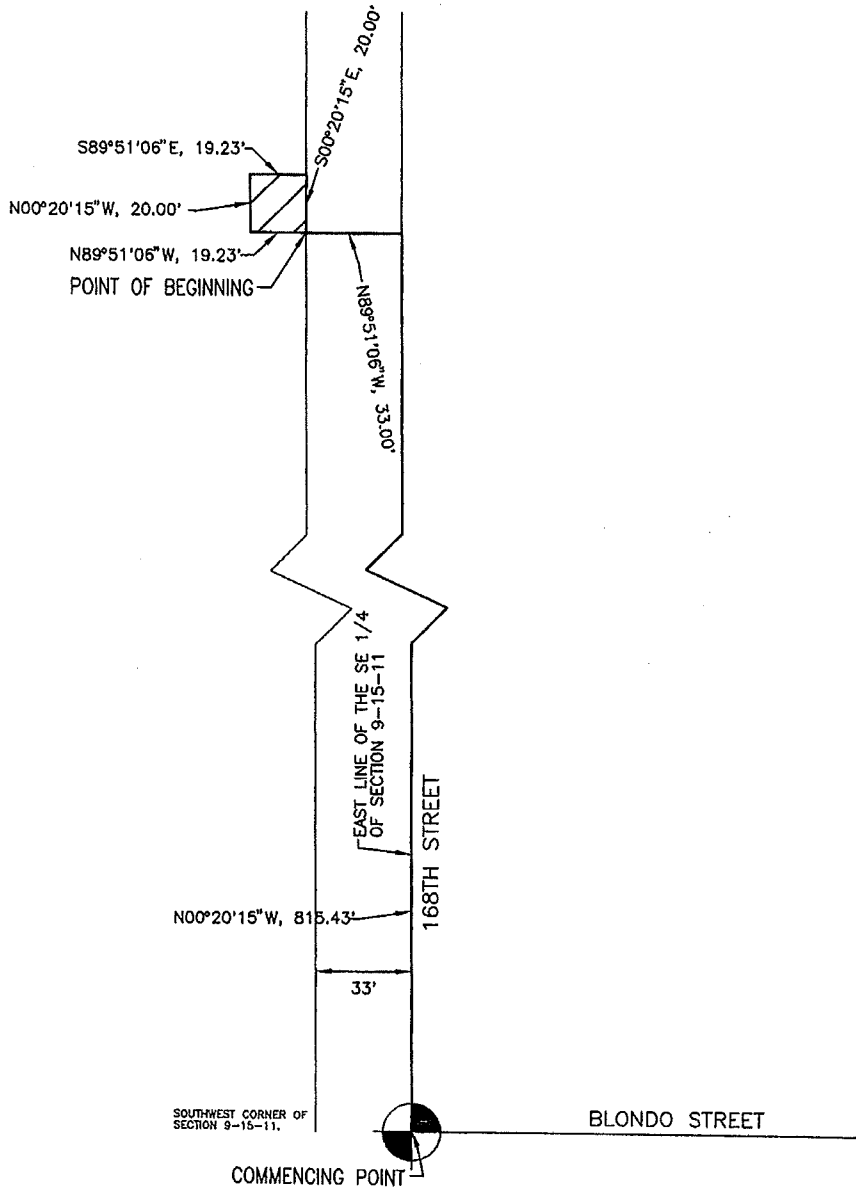
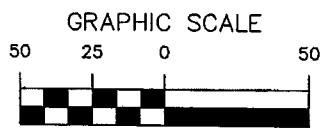


EXHIBIT A
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(IN FEET)
 1 inch = 50 ft.

E & A CONSULTING GROUP, INC
 12001 "Q" STREET
 OMAHA, NEBRASKA 68137
 PHONE (402) 895-4700

I:\PROJECTS\98128\PLANS\STORM\EASEMENTS DRAWN BY KGV

LEGAL DESCRIPTION
 SEE PAGE 2 OF 2

#98128
 6-6-00
 PAGE 1 OF 2

LEGAL DESCRIPTION
20.00 FOOT WIDE PERMANENT
STORM SEWER EASEMENT

A 20.00-foot wide Permanent Storm Sewer Easement located in the SE ¼ of Section 9, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the SE ¼ corner of said Section 9; thence N00°20'15"W (assumed bearing) along the East line of said SE ¼ of Section 9, a distance of 815.43 feet; thence N89°51'06"W, a distance of 33.00 feet to a point on the West Right-of-Way line of 168th Street, said point also being the Point of Beginning; thence continuing N89°51'06"W, a distance of 19.23 feet; thence N00°20'15"W, a distance of 20.00 feet; thence S89°51'06"E, a distance of 19.23 feet to a point on said West Right-of-Way line of 168th Street; thence S00°20'15"E along said West Right-of-Way line of 168th Street, a distance of 20.00 feet to the Point of Beginning.

Said 20.00 Foot Wide Permanent Storm Sewer Easement contains an area of 385 square feet or 0.009 acres, more or less.

SE SE

SEE PAGE 1 OF 2 FOR DRAWING

#98128
6-6-00
E&A Consulting Group, Inc.
12001 "Q" Street
Omaha, Ne. 68137

EXHIBIT A
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