



BK 1466 PG 357-359



MISC 2002 24254

REGISTER OF DEEDS  
NEBRASKA COUNTY, NE

02 OCT -9 AM 8:06

RECEIVED

[The Space Above Line is for Recording Data]

PERMANENT EASEMENT

FEE	15.80	FB	MC-42921
BKP		C/O	COMP <i>[initials]</i>
DEL		SCAN	15 FV

KNOW ALL MEN BY THESE PRESENTS:

THAT KVT No. 2 LIMITED PARTNERSHIP, a Nebraska limited partnership, 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 to the City of Omaha, Nebraska, and Sanitary and Improvement District No. 449 of Douglas County, Nebraska, hereinafter referred to collectively as GRANTEE, and to their successors and assigns, a non-exclusive easement over, across, under and through that portion of the following described real property, to-wit:

Lot 6, West Point Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

as shown and legally described on Exhibit "A" attached hereto and by this reference incorporated herein. The purpose of said non-exclusive easement is to install, maintain and operate drainage structures and/or drainage ways, and appurtenances thereto.

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, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors or assigns. The Grantor may, following construction of said Improvements, 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:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip 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 the owner of the above-described burdened property.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, drainage structures and/or drainage ways, and related appurtenances in the easement area. Grantee warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit

RETURN TO:

FULLENKAMP, DOYLE & JOBEUN  
 11440 WEST CENTER ROAD  
 OMAHA, NEBRASKA 68144-4482  
 ATTN: *[Signature]*

requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements 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 Grantee fails to repair or maintain said Improvements 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 said Improvements.

5. 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.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any 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 on this 9<sup>th</sup> day of October 2002.

GRANTOR:

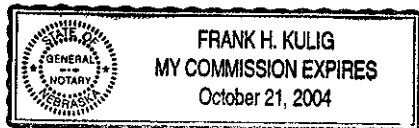
KVT NO. 2 LIMITED PARTNERSHIP, a Nebraska limited partnership,

By: *George W. Venteicher*  
George W. Venteicher, General Partner

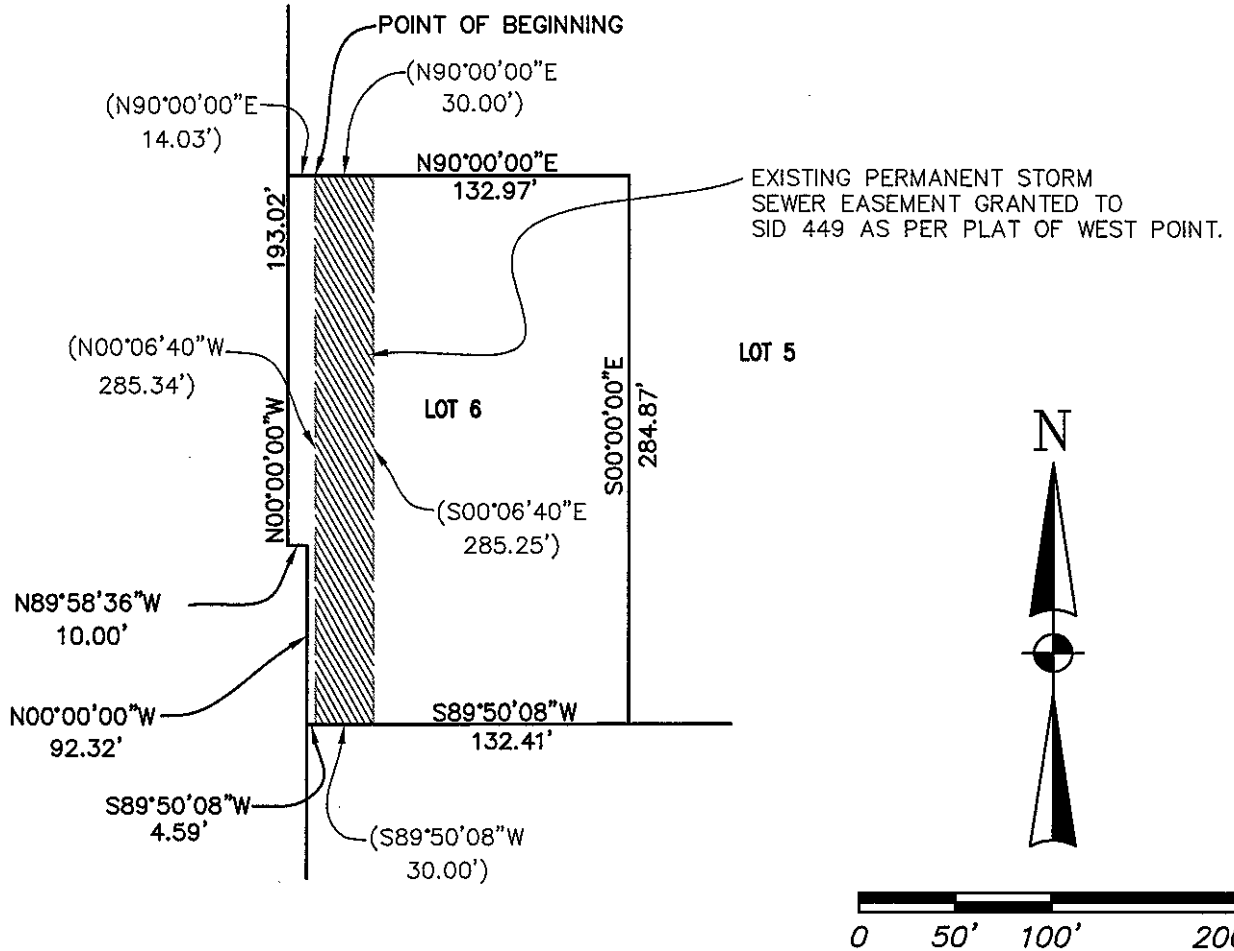
STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF DOUGLAS        )

Before me, a Notary Public qualified for said County and State, personally came George W. Venteicher, General Partner of KVT No. 2 LIMITED PARTNERSHIP, a Nebraska limited partnership, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited partnership.

WITNESS my hand and Notary Seal on this 9<sup>th</sup> day of October, 2002.



*Frank H. Kulig*  
Notary Public



LEGAL DESCRIPTION

A STRIP OF LAND FOR PERMANENT STORM SEWER EASEMENT PURPOSE, BEING PART OF LOT 6, WEST POINT REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN THE SW1/4 OF SECTION 2, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N 90°00'00" E, 14.03 FT. ON THE NORTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; THENCE N 90°00'00" E, 30.00 FT. ON THE NORTH LINE OF SAID LOT 6; THENCE S 00°00'00" E, 284.87 FT. TO THE SOUTH LINE OF SAID LOT 6; THENCE S 89°50'08" W, 30.00 FT. ON THE SOUTH LINE OF SAID LOT 6; THENCE N 00°06'40" W, 285.34 FT. TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES MORE OR LESS.