

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

97 MAY -6 AM 8:35

BOOK 210 PAGE 610
OF 65 INST# 57

[Handwritten signature]

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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/
WOODCLIFF LAKES, INC., A Nebraska corporation, hereinafter referred to as Grantor, for and in consideration of the construction and maintenance of a sanitary sewer line, lift station and force main with appurtenances and accessories, and the mutual promises contained herein, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 8 OF SAUNDERS COUNTY, NEBRASKA, a political subdivision, Grantee, hereinafter referred to as "SID 8," and to its successors and assigns, a permanent easement for the construction and maintenance of a sanitary sewer line, lift station and force main with appurtenances and accessories, in, through, and under the parcel of land described as follows, to-wit:

See legal description recited in Exhibit A attached hereto and incorporated by reference herein.

See Easement Plat described in Exhibit B attached hereto and incorporated by reference herein.

To have and to hold unto the said SID 8, its successors and assigns, together with the right of permanent ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, or operating said sanitary sewer line, lift station and force main with appurtenances and accessories, at the will of SID 8. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of SID 8 to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, embankment work, fill or fill material or other structures shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns, without the express approval of SID 8. Improvements which may be approved by SID 8, include landscaping, waterline repairs, or road, street, or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed in said easement shall be maintained by Grantor, its successors and assigns.

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2. That SID 8 will replace or rebuild any and all damage to improvements caused by SID 8, exercising its rights of inspecting, maintaining or operating said sanitary sewer line, lift station and force main with appurtenances and accessories, except that damage to or loss of trees and shrubbery will not be compensated for by SID 8.

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3. That SID 8 shall cause any trench 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 SID 8.

4. That said Grantor for itself, and its successors and assigns, does confirm with SID 8 and its successors and assigns that the Grantor is well seized in fee of the above described property and that it has or has the right to grant and convey this easement in the manner and form aforesaid, and that it will, for its successors and assigns, or shall warrant and defend this easement to said SID 8 and its assigns against the lawful claims and demands of all persons. This easement is a permanent easement and runs with the land.

5. That said easement is granted upon the condition that SID 8 will remove or cause to be removed all presently existing improvements thereon, including but not limited to vines, shrubbery, or trees within the easement area as necessary for construction.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, between the Grantor and SID 8 or its agents; and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of SID 8 or its agents or representatives, except as are set forth herein.

7. That SID 8 will indemnify and hold Grantor harmless from any and all damage of whatsoever type or nature which Grantor may sustain in and about the construction of said sanitary sewer line, lift station and force main with appurtenances and accessories, and in addition thereto, will indemnify and hold harmless the Grantor for any and all damage which may be sustained by said Grantor by reason of the negligence of the Grantee or its agents, in or about any of the work or operation in or about said sanitary sewer line, lift station, and force main with appurtenances and accessories, including any claim for attorney fees or other costs incurred in defending any actions brought by third parties against Grantor.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand this 4 day of April, 1997.

WOODCLIFF LAKES, INC., A Nebraska corporation, Grantor

By: R. Kevin Bloemker
President

Patrick J. Poehling
Secretary

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STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

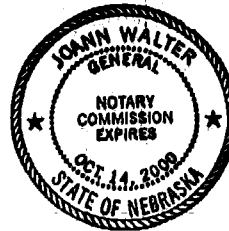
On this 16 day of April, 1997, before me, the undersigned, a notary public in and for said state, personally came R. Kevin Bloemker, President of Woodcliff Lakes, Inc., a Nebraska corporation, and Patrick J. Poehling, Secretary of said corporation, known to me to be the President and Secretary, respectively, of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day aforesaid.

Joann Walter
Notary Public

My Commission Expires: Oct 14, 2000

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Exhibit A

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A permanent easement for ingress and egress purposes, and the construction and maintenance of a sanitary sewer line, lift station and force main, with appurtenances and accessories, located in Woodcliff, Inc., a subdivision in Sections 1 and 2, Township 16 North, Range 8 East of the Sixth P.M., Saunders County, Nebraska, and Section 35, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, being described as follows: Commencing at Point #7, from the Original Traverse of Woodcliff, Inc., and assuming a bearing of N01°58'29"W to Point #8, from the Original Traverse of Woodcliff, Inc.; thence S72°12'36"E, a distance of 30.62 feet to a point on the East Line of South Lake Shore Drive, as platted in said Woodcliff, Inc., this being the true point of beginning; thence S06°16'013"W on said East Line, a distance of 99.66 feet; thence N53°56'39"E, a distance of 102.01 feet; thence S73°30'15"E, a distance of 66.85 feet; thence S72°12'02"E, a distance of 170.82 feet; thence S65°31'40"E, a distance of 188.60 feet; thence S46°17'31"E, a distance of 159.15 feet; thence S65°15'02"E, a distance of 104.85 feet; thence N05°59'50"W, a distance of 69.81 feet to a point on the top of the South Bank of the Platte River; thence along said South Bank as follows; N65°15'02"W 59.14 feet, N46°17'31"W 159.30 feet, N65°31'40"W 202.27 feet, N72°12'02"W 78.06 feet to the Southeast Corner of Lot PR-3, as platted in said Woodcliff, Inc.; thence continuing N72°12'02"W on the South Line of said Lot PR-3, a distance of 96.59 feet to the Southwest Corner of said Lot PR-3; thence N73°30'15"W on the South Line of Lot PR-2, as platted in said Woodcliff, Inc., a distance of 65.80 feet to the Southwest Corner of said Lot PR-2; thence N75°32'07"W on the South Line of Lot PR-1, as platted in said Woodcliff, Inc., a distance of 92.90 feet to a point on said East Line of said South Lake Shore Drive; thence S00°19'56"W on said East Line, a distance of 41.25 feet to the true point of beginning.

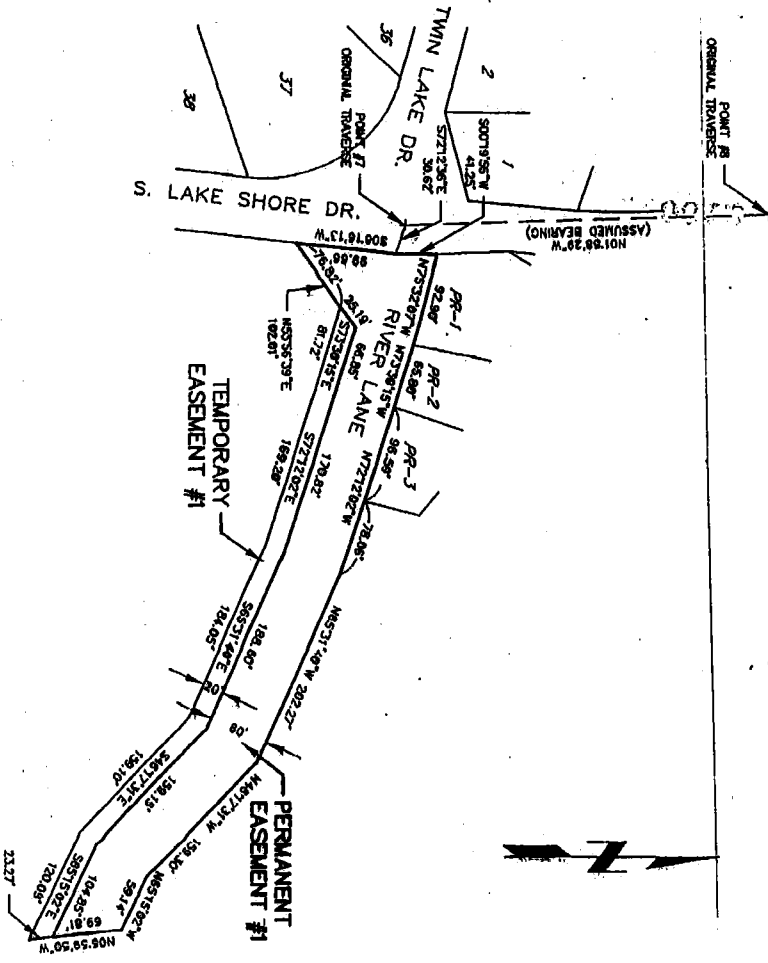
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EASEMENT PLAT
WOODCLIFF, INC. A SUBDIVISION IN
SECTIONS 1 AND 2, TOWNSHIP 16 NORTH, RANGE 8 EAST
& SECTION 35, TOWNSHIP 17 NORTH, RANGE 8 EAST
DODGE COUNTY, NEBRASKA

Exhibit B

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	EASEMENT PLAT PERMANENT EASEMENT #1 & TEMPORARY EASEMENT #1 SANITARY IMPROVEMENT DISTRICT #8
	PROJECT DRAWN BY CHECKED BY DATE SCALE SHEET NO. TOTAL SHEETS DATE PLOTTED PLOT SCALE