



BK 1403 PG 274-276



MISC 2001 19192

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 NOV 20 PM 1:37

RECEIVED

AFTER RECORDING RETURN TO:
ROBERT J. HUCK
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 S 72 ST STE 1250
OMAHA NE 68124

MISC
A 3/10

20.00 Cash
FEE _____ FR 12-18-20
BKP _____ COMP _____
DEL _____ SCAN _____ FV _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **JAGMOHANG G. DESAI, Trustee of the Jagmohan G. Desai Revocable Trust, and SHOBHANA J. DESAI, Trustee of the Shobhana J. Desai Revocable Trust**, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto **THE CITY OF OMAHA, in the State of Nebraska, a Municipal Corporation, and THE CITY OF CARTER LAKE, in the State of Iowa, a Municipal Corporation**, hereinafter collectively referred to as "Grantee", and to their successors and assigns, an easement for the right to construct, maintain and operate a storm sewer, and appurtenances thereto, in, through, and under the parcel of land described on **Exhibit "A"**, attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is the following:

- (a) The use, construction, repair, maintenance, replacement and renewal of storm sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of storm water runoff; and
- (b) The unobstructed flow and drainage of surface waters over the described real property so long as such property shall be denominated as part of the One Hundred Year Flood Plain by the properly appointed authority and no building or other obstruction shall be built thereon during the effective period of this easement.
- (c) A storm water detention cell in the northeastern triangle area of the easement area.

TO HAVE AND TO HOLD unto said Grantee, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the Grantee. 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 the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, or their successors and assigns without express approval of the Grantee. Improvements which may be approved by Grantee 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, their heirs, successors or assigns.
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 Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by Grantee.

3. That Grantee 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 the Grantee and any of said construction and work.

4. That said Grantor for themselves and their heirs, executors and administrators do confirm with the Grantee and their assigns, that they, the Grantor, are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, or their heirs, executors, and administrators, shall warrant and defend this easement to said Grantee and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

5. That said easement is granted upon the condition that the Grantee 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.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the Grantor and the Grantee or their agents; and that the Grantor, in executing and delivering this instrument, have not relied upon any promises, inducements, or representations of the Grantee or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 3rd day of October, 2000.

JAGMOHAN G. DESAI REVOCABLE TRUST

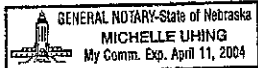
By: Jagmohan G. Desai
Jagmohan G. Desai, Trustee of the Jagmohan G. Desai Revocable Trust

SHOBHANA J. DESAI REVOCABLE TRUST

By: Shobhana J. Desai Trustee
Shobhana J. Desai, Trustee of the Shobhana J. Desai Revocable Trust

STATE OF NEBRASKA)
) ss.
COUNTY OF Madison)

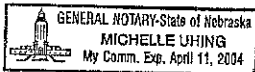
The foregoing instrument was acknowledged before me this 3rd day of October, 2000, by Jagmohan G. Desai, Trustee of the Jagmohan G. Desai Revocable Trust.



Michelle Uhing
Notary Public

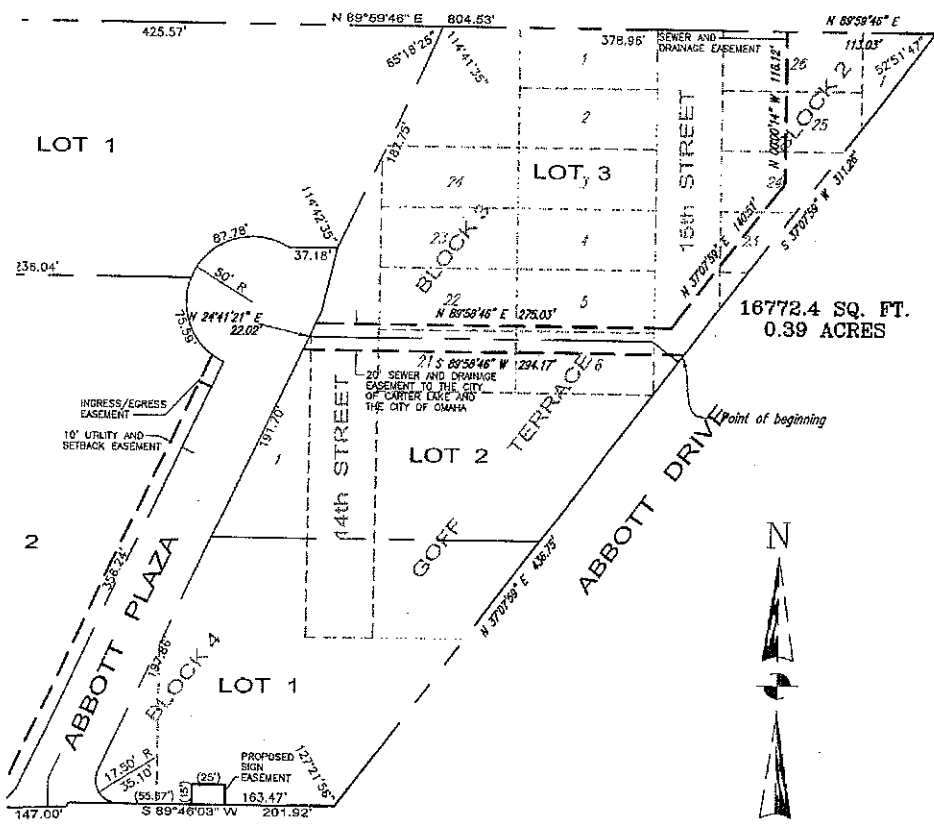
STATE OF NEBRASKA)
) ss.
COUNTY OF Madison)

The foregoing instrument was acknowledged before me this 3rd day of October, 2000, by Shobhana J. Desai, Trustee of the Shobhana J. Desai Revocable Trust.

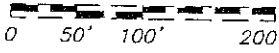


Michelle Uhing
Notary Public

77363.2



16772.4 SQ. FT.
0.39 ACRES



Easement Description

A tract of land for sewer and drainage purposes located in Lots 1, 23, 24, 25 and 26, Block 2, Lots 5, 6, 21 and 22, Block 3, Lot 1, Block 4, and a part of vacated 14th and 15th Streets and a part of Abbott Drive, all being in Golf Terrace, an addition to the City of Omaha a platted and recorded in Douglas County, Nebraska, being more particularly described as follows: Referring to the intersection of the North right of way line of Avenue "H" and the Westerly right of way line of Abbott Drive; thence N 37°07'59" E (Assumed bearing), 436.75 ft. on the Westerly right of way line of said Abbott Drive to the point of beginning; thence S 89°58'46" W, 294.17 ft.; thence N 24°41'21" E, 22.02 ft.; thence N 89°58'46" E 275.03 ft.; thence N 37°07'59" E, being 20.00 ft. West of and parallel with the West right of way line of Abbott Drive, 140.51 ft.; thence N 00°00'14" W, 116.12 ft. to a point on the North line of said Block 2, Golf Terrace; thence N 89°58'46" E, 113.03 ft. on the North line of said Block 2 to the West right of way line of said Abbott Drive; thence S 37°07'59" W, 311.26 ft. on the Westerly right of way line of said Abbott Drive to the point of beginning, containing 0.39 acres more or less.

SHEET
1/1
AS-2000
CMM CLR
CMM
BOOK 50

SEWER & DRAINAGE
EASEMENT

ABBOTT DRIVE PLAZA

OMAHA NEBRASKA

**KIRKHAM
MICHAEL**
CONSULTING ENGINEERS