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within 107th & OLA

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FEE 15.50 FB 01-60000
BKP 22-16-12 C/O ____ COMP ____
SCAN ____

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT IDA STREET, L.L.C., hereinafter collectively 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. 490 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 a storm sewer and/or sanitary sewer, and appurtenances thereto (collectively the "Improvements"), in, through, over 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, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and 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 Grantor, its successors and 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 Improvements installed by Grantee.

3. That Grantor, its successors and assigns, shall have the right to move the storm sewer and/or sanitary sewer, at no cost to Grantee, to reasonably accommodate future developments. Grantee shall not exact any charge to Grantor or its successors or assigns for connection to the sewer other than normal and customary charges such as Interceptor Sewer Fees charged or required by the City of Omaha.

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

4. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.

5. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a storm sewer and/or sanitary sewer, and related appurtenances in the easement area. Grantee warrants that said Improvements 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 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.

6. 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, including but not limited to lessees. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

7. 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.

8. 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 17th day of November 2003.

GRANTOR:
IDA STREET, L.L.C.,

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

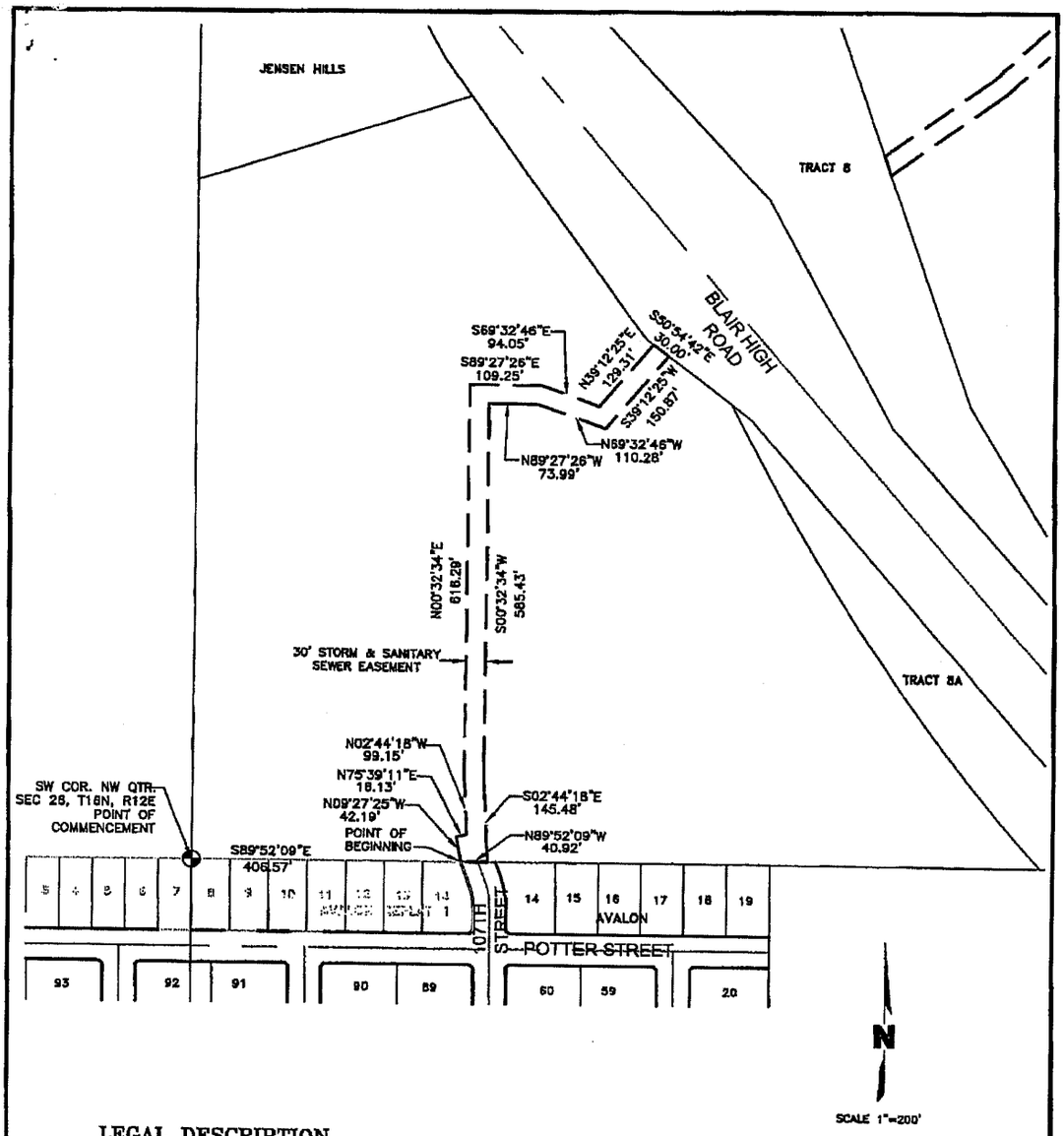
Before me, the undersigned, Notary Public in and for said County and State appeared Barbara Udes Shaw, Manager of Ida Street, L.L.C., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 17th day of November 2003.

KAREN K. KRUSE
GENERAL NOTARY
STATE OF NEBRASKA

Karen K. Kruse
Notary Public

MY COMMISSION EXPIRES:
JULY 26, 2005



LEGAL DESCRIPTION

A 30 FOOT WIDE STORM AND SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S89°52'09"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 406.57 FEET TO THE POINT OF BEGINNING; THENCE N09°27'25"W, A DISTANCE OF 42.19 FEET; THENCE N75°39'11"E, A DISTANCE OF 16.13 FEET; THENCE N02°44'18"W, A DISTANCE OF 99.15 FEET; THENCE N00°32'34"E, A DISTANCE OF 616.29 FEET; THENCE S89°27'26"E, A DISTANCE OF 109.25 FEET; THENCE S69°32'46"E, A DISTANCE OF 94.05 FEET; THENCE N39°12'25"E, A DISTANCE OF 129.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BLAIR HIGH ROAD; THENCE S50°54'42"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE S39°12'25"W, A DISTANCE OF 150.87 FEET; THENCE N69°32'46"W, A DISTANCE OF 110.28 FEET; THENCE N89°27'26"W, A DISTANCE OF 73.99 FEET; THENCE S00°32'34"W, A DISTANCE OF 585.43 FEET; THENCE S02°44'18"E, A DISTANCE OF 145.48 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N89°52'09"W ALONG SAID LINE, A DISTANCE OF 40.92 FEET TO THE POINT OF BEGINNING. CONTAINING A TOTAL AREA OF 32,979 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

EDC ENGINEERING DESIGN CONSULTANTS	**AVALON** **SANITARY OUTFALL EXHIBIT** **DOUGLAS COUNTY, NEBRASKA**	Drawn By: NLH Dwg.: avalon outfall Date: 10/13/03	SHEET 1 OF 1

EXHIBIT A
Page 1 of 1

Graves