



MISC 2005009530



JAN 26 2005 14:13 P 4

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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE

1/26/2005 14:13:15.63



2005009530

PERMANENT OUTFALL AND INTERCEPTOR SANITARY SEWER EASEMENT

THAT DELTEN ANDRESEN, TRUSTEE, 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 of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 495 of Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, and to Manchester Ridge, L.L.C., an easement for the right to construct, maintain and operate a Permanent Outfall and Interceptor Sanitary Sewer (hereafter "Sewer") on the real property that is legally described on the attached Exhibit "A".

TO HAVE AND TO HOLD unto said SID, its 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 SID. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the SID to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. 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 or their 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 heirs, successors or assigns.

2. That SID will replace or rebuild any and all damage to improvements caused by SID 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 SID.

3. That SID 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 SID and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said SID and its successors and assigns, that 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 and its successors and assigns shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons.

5. 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.

6. 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.

7. In the event of annexation by the City of Omaha, then this easement shall transfer to the City. Furthermore, Grantees agree that the easement for the Interceptor Sanitary Sewer shall be assigned to the City of Omaha, in accordance with the terms of the Subdivision Agreement between the parties hereto and the City of Omaha.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 16 day of August 2004.

After recording, please return to:

WALSH LAW PC
13304 WEST CENTER ROAD
SUITE 222
OMAHA NE 68144

M14 FEE 20.00 FB 01-6000
4 BKP 16-15710 COMP _____
DEL _____ SCAN _____ FV _____

GRANTOR: DELTEN ANDRESEN, TRUSTEE

By: Delten Andresen Trustee
Delten Andresen, Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of Aug, 2004, by Delten Andresen, Trustee.

Susan A. Annett
Notary Public

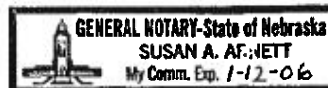
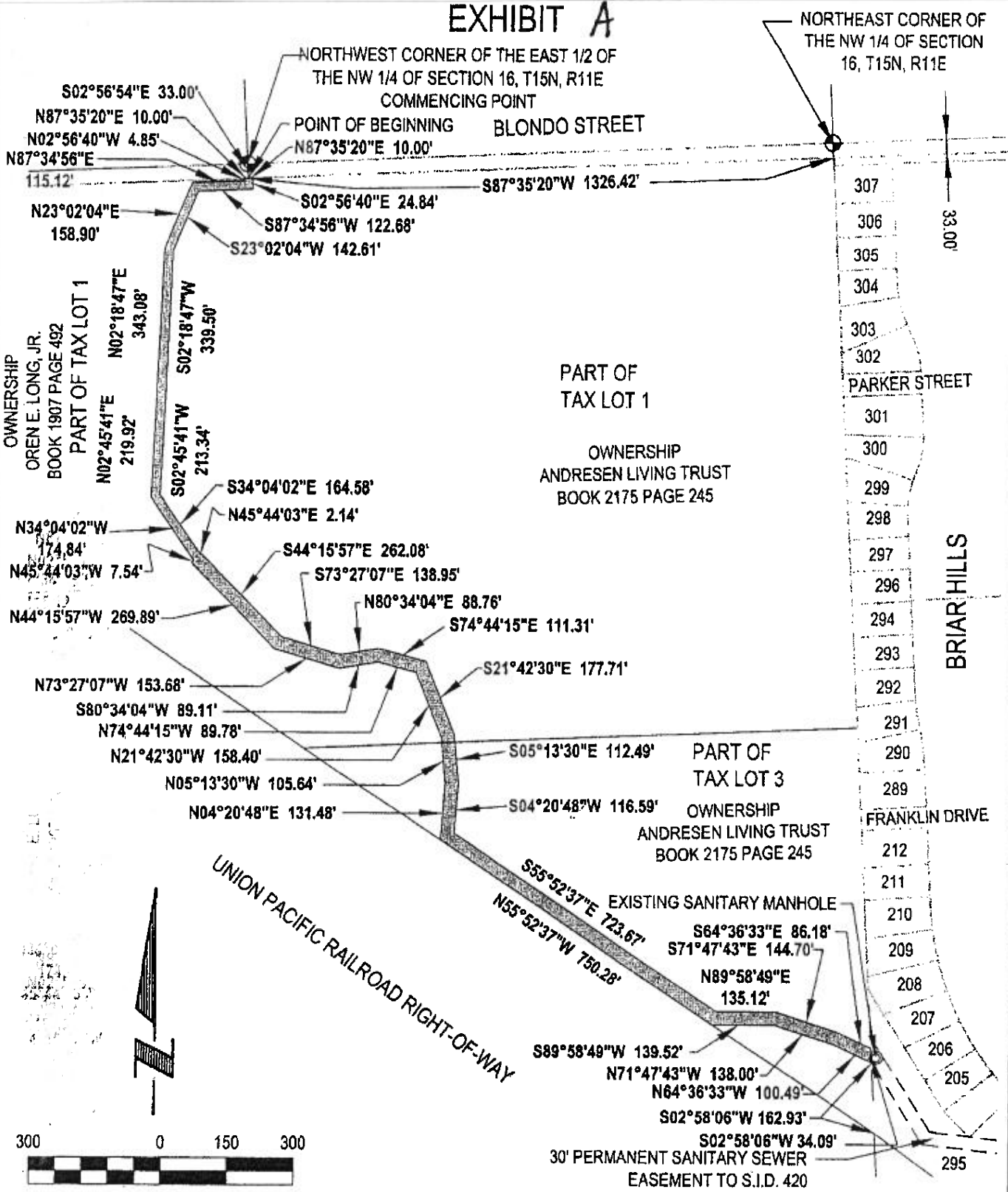


EXHIBIT A



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

	E&A CONSULTING GROUP, INC. ENGINEERS • PLANNERS • SURVEYORS <small>12001 Q STREET OMAHA, NE 68137 PHONE: (402) 896-4700</small>		<h2>PERMANENT SANITARY SEWER EASEMENT</h2> <p>DOUGLAS COUNTY, NEBRASKA</p>	
	Drawn by: DAS Job No.: 2003099.01	Chkd by: _____ Date: 07/14/2004		

K:\Projects\2003\099\p01\Srvy\Compl\Sanitary\Interceptor EASE-000.dwg, SHEET 1 OF 2, 7/17/2004 9:53:29 AM, JcdellT

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF TAX LOT 1, A TAX LOT LOCATED IN THE NW1/4 OF SECTION 16; AND ALSO LOCATED IN PART TAX LOT 3, A TAX LOT LOCATED IN SAID NW1/4 OF SECTION 16; ALL LOCATED IN TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID NW1/4 OF SECTION 16; THENCE S02°56'54"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NW1/4 OF SECTION 16, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BLONDO STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N87°35'20"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BLONDO STREET, A DISTANCE OF 10.00 FEET; THENCE S02°56'40"E, A DISTANCE OF 24.84 FEET; THENCE S87°34'56"W, A DISTANCE OF 122.68 FEET; THENCE S23°02'04"W, A DISTANCE OF 142.61 FEET; THENCE S02°18'47"W, A DISTANCE OF 339.50 FEET; THENCE S02°45'41"W, A DISTANCE OF 213.34 FEET; THENCE S34°04'02"E, A DISTANCE OF 164.58 FEET; THENCE N45°44'03"E, A DISTANCE OF 2.14 FEET; THENCE S44°15'57"E, A DISTANCE OF 262.08 FEET; THENCE S73°27'07"E, A DISTANCE OF 138.95 FEET; THENCE N80°34'04"E, A DISTANCE OF 88.76 FEET; THENCE S74°44'15"E, A DISTANCE OF 111.31 FEET; THENCE S21°42'30"E, A DISTANCE OF 177.71 FEET; THENCE S05°13'30"E, A DISTANCE OF 112.49 FEET; THENCE S04°20'48"W, A DISTANCE OF 116.59 FEET; THENCE S55°52'37"E, A DISTANCE OF 723.67 FEET; THENCE N89°58'49"E, A DISTANCE OF 135.12 FEET; THENCE S71°47'43"E, A DISTANCE OF 144.70 FEET; THENCE S64°36'33"E, A DISTANCE OF 86.18 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 OF SECTION 16, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 295, BRIAR HILLS, A SUBDIVISION LOCATED THE NE1/4 OF SAID SECTION 16; THENCE S02°58'06"E ALONG SAID EAST LINE OF THE NW1/4 OF SECTION 16, SAID LINE ALSO BEING SAID WEST LINE OF LOT 295, BRIAR HILLS, A DISTANCE OF 34.09 FEET; THENCE N64°36'33"W, A DISTANCE OF 100.49 FEET; THENCE N71°47'43"W, A DISTANCE OF 138.00 FEET; THENCE S89°58'49"W, A DISTANCE OF 139.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N55°52'37"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 750.28 FEET; THENCE N04°20'48"E, A DISTANCE OF 131.48 FEET; THENCE N05°13'30"W, A DISTANCE OF 105.64 FEET; THENCE N21°42'30"W, A DISTANCE OF 158.40 FEET; THENCE N74°44'15"W, A DISTANCE OF 89.78 FEET; THENCE S80°34'04"W, A DISTANCE OF 89.11 FEET; THENCE N73°27'07"W, A DISTANCE OF 153.68 FEET; THENCE N44°15'57"W, A DISTANCE OF 269.89 FEET; THENCE N45°44'03"E, A DISTANCE OF 7.54 FEET; THENCE N34°04'02"W, A DISTANCE OF 174.84 FEET; THENCE N02°45'41"E, A DISTANCE OF 219.92 FEET; THENCE N02°18'47"E, A DISTANCE OF 343.08 FEET; THENCE N23°02'04"E, A DISTANCE OF 158.90 FEET; THENCE N87°34'56"E, A DISTANCE OF 115.12 FEET; THENCE N02°56'40"W, A DISTANCE OF 4.85 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF BLONDO STREET; THENCE N87°35'20"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BLONDO STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 83,600 SQUARE FEET OR 1.919 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 589-9700

**PERMANENT SANITARY
 SEWER EASEMENT**
 DOUGLAS COUNTY, NEBRASKA

Drawn by: DAS	Chkd by: _____	Date: _____	Chkd by: _____	Date: _____
Job No.: 2003099.01	Date: 07/14/2004	SHEET 2 OF 2		