




MISC 2007040889



APR 12 2007 14:30 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/12/2007 14:30:44.54

2007040889

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PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HERBERT L. FREEMAN (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 528 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, 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, shall be placed in, on over, or across said easement 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 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 sanitary sewer.

misc

D *W*
FEE 15.50 FB 01-60000
BKR 22-16-11 C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

√36538

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

Karen



3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line 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 the sanitary sewer line 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.

4. 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.

5. 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 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 said Grantor hereunto set its hand this 30th day of March, 2007

GRANTOR:
HERBERT L. FREEMAN

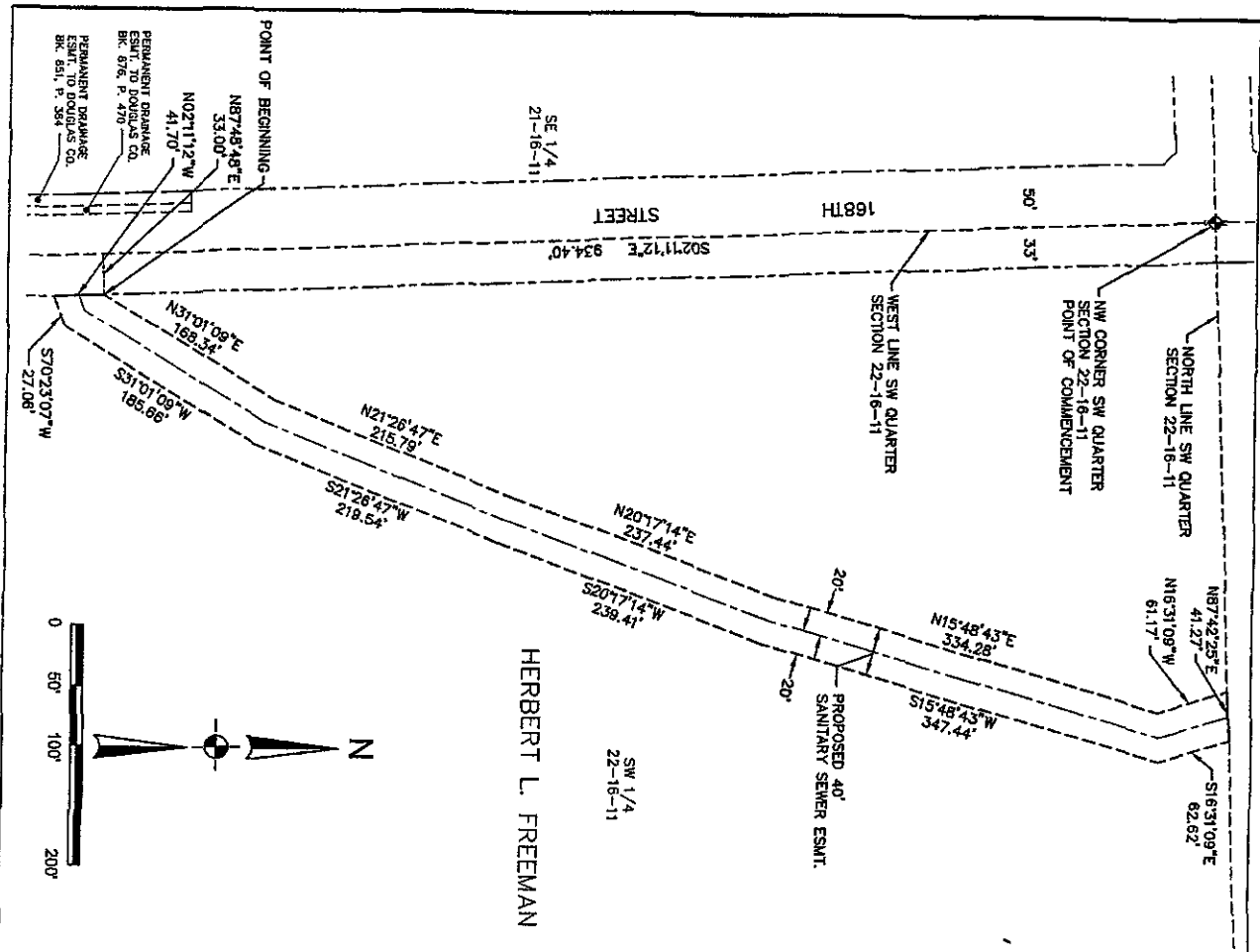
By: Herbert L. Freeman
Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

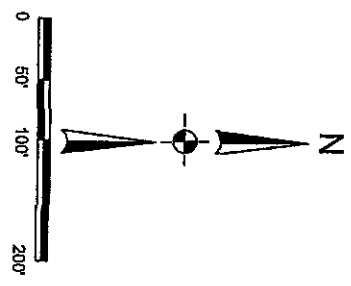
The foregoing instrument was acknowledged before me this 30 day of March, 2007 by Herbert L. Freeman.

Crystal Geneski
Notary Public





HERBERT L. FREEMAN



LEGAL DESCRIPTION - PERMANENT SANITARY SEWER EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, S02°11'22"E (ASSUMED BEARING) 934.40 FEET; THENCE N87°48'48"E, 33.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 168TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE N31°01'09"E, 168.34 FEET; THENCE N21°26'47"E, 215.79 FEET; THENCE N20°17'14"E, 237.44 FEET; THENCE N15°48'43"E, 334.28 FEET; THENCE N16°31'09"W, 61.17 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE ALONG SAID NORTH LINE, N87°42'25"E, 41.27 FEET; THENCE S16°31'09"E, 62.82 FEET; THENCE S15°48'43"W, 347.44 FEET; THENCE S20°17'14"W, 238.41 FEET; THENCE S21°26'47"W, 219.54 FEET; THENCE S31°01'09"W, 185.86 FEET; THENCE S70°23'07"W, 27.06 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID 168TH STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N02°11'12"W, 41.70 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS AN AREA OF 0.96 ACRE (41,972 SQUARE FEET), MORE OR LESS.

PROJECT NO.: 061-021-05	PERMANENT SANITARY SEWER EASEMENT	STRATFORD PARK OUTFALL SEWER	DOUGLAS COUNTY, NEBRASKA		
DATE: MARCH 2007					
DESIGNED: AWM					
DRAWN: CLR					
CHECKED: RLD					
SHEET NO.: 1/1	ENGINEERING, INC. 1705 WEST STREET, SUITE 500 OMAHA, NEBRASKA 68102 402.542.4355 FAX: 402.486.4432 (P.O.)				