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MISC 2009050015



MAY 19 2009 09:17 P 5

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/19/2009 09:17:18.82
2009050015

COVER SHEET FOR RECORDING PURPOSES

The document attached hereto pertains to real property in Douglas County, Nebraska.

A permanent easement for the construction and maintenance of sanitary sewer over that part of the Northeast Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska.

NW
SW
NE
SE
} NE
Kennedy

After recording, return to:

Jeff C. Miller, Esq.
Young & White Law Offices
8742 Frederick Street
Omaha, NE 68124

002752

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Meak Farm Partnership**, a Nebraska general partnership, hereinafter referred to as "GRANTOR", for and in consideration of the sum of Three Thousand Five Hundred Seventy and 00/100 dollars (\$3,570.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a municipal corporation, hereinafter referred to as the "CITY", and **Douglas County School District No. 10 a/k/a the Elkhorn School District**, hereafter referred to as the "DISTRICT", and to their respective successors and assigns, a permanent easement for the right to construct, inspect, maintain, operate, repair, and replace a sanitary sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the CITY and the DISTRICT, severally, and their respective successors and assigns, together with the right of ingress to and egress from such parcel of land for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing such sanitary sewer and appurtenances at the will of the CITY or the DISTRICT. The GRANTOR may, following construction of such sanitary sewer, continue to use the surface of the easement area conveyed hereby for other purposes, subject to the right of the CITY and the DISTRICT to use the easement area for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, or across the easement area by GRANTOR or its successors or assigns without express approval of the CITY, which approval shall not be unreasonably withheld. Improvements which may be approved by the CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement on, over, and across the easement area. Any such improvements and any trees, grass, or shrubbery placed on the easement area shall be maintained by GRANTOR and its successors or assigns.
- 2) That CITY or the DISTRICT, as the case may be, shall replace, repair, or rebuild any and all damage to improvements caused by the CITY'S or the DISTRICT'S exercising its rights of inspecting, maintaining, operating, repairing, or replacing such sanitary sewer, except that damage to or loss of trees and shrubbery will not be compensated for by the CITY.

- 3) That this permanent sanitary sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY or the DISTRICT, as the case may be, involved in performing any of such construction or other work.
- 4) That the CITY or the DISTRICT, as the case may be, shall cause any trench made on the easement area to be properly refilled and shall cause the easement area to be left in a neat and orderly condition.
- 5) That GRANTOR does confirm with the CITY, the DISTRICT, and their respective successors and assigns that GRANTOR is well seised in fee of the property described in the attached Exhibit "A", that GRANTOR has the right to grant and convey this permanent sanitary sewer easement in the manner and form aforesaid, and that GRANTOR will warrant and defend this permanent sanitary sewer easement to the CITY, the DISTRICT, and their respective successors and assigns against the lawful claims and demands of all persons claiming by, through, or under GRANTOR.
- 6) That this permanent sanitary sewer easement runs with the land.
- 7) That this permanent sanitary sewer easement is granted upon the condition that the CITY or the DISTRICT, as the case may be, may remove or cause to be removed all presently existing improvements on the easement area, 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 with respect to the subject matter of this instrument; that there are no other or different agreements or understandings with respect to the subject matter of this instrument, except a related Temporary Construction Easement between GRANTOR and the CITY, the DISTRICT, and their respective successors and assigns; and that GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or the DISTRICT or their respective agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 14th day of MAY, 2009.

MEAK FARM PARTNERSHIP, a Nebraska
general partnership

By: 

Howard J. Kaslow, Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of MAY, 2009, before me, a Notary Public, in and for said County, personally came the above named Howard J. Kaslow, Managing Partner of Meak Farm Partnership, a Nebraska general partnership, who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledged the execution of such instrument to be the voluntary act and deed of such partnership for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Public

Notary Seal: _____



EASEMENT EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewer over that part of the Northeast Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of Outlot 2, MS 3 ADDITION REPLAT 1;

Thence North 87°38'21" East (bearings referenced to the Final Plat of MS 3 ADDITION REPLAT 1) for 23.43 feet along the south line of said Out Lot 2 to the TRUE POINT OF BEGINNING;

Thence North 87°38'21" East for 26.73 feet continuing along said south line;

Thence South 23°05'00" East for 152.94 feet;

Thence North 82°40'59" East for 147.71 feet;

Thence South 37°02'41" East for 134.96 feet;

Thence South 52°57'19" West for 25.00 feet;

Thence North 37°02'41" West for 120.45 feet;

Thence South 82°40'59" West for 152.12 feet;

Thence North 23°05'00" West for 181.32 feet to the Point of Beginning.

Contains 11,119 square feet.

