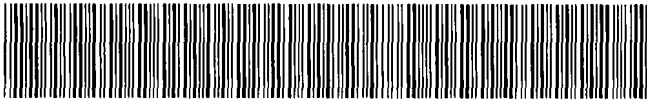


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Register of Deeds, Douglas County, NE
3/4/2015 11:40:24.22



2015015433

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Y. W. SCHNACK, L.L.C.**, a Nebraska limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of **Sixteen Thousand Nine Hundred Forty and no/100 Dollars (\$16,940.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 562 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF OMAHA, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the SID, its successors and assigns, and the CITY and its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage ways at the will of the SID or the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID and the CITY to use the same 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, over or across said easement strip by GRANTOR or its successors and assigns without the express approval of the SID and the CITY. Improvements which may be approved by the SID and the CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. Improvements which may be placed in, on, over or across said easement strip without first obtaining approval from the SID and the CITY include crops. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That the SID or the CITY will replace, rebuild or compensate Grantor for any and all damage to improvements caused by the SID or the CITY in exercising its rights of inspecting, maintaining

After recording, return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

✓ 7/8/8

or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID or the CITY.

3. This Permanent Sanitary Sewer Easement is also for the benefit of any contractor, agent, employee or representative of the SID and the CITY in any of said construction and work.

4. That the SID or the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a condition for planting crops.

5. That said GRANTOR does confirm with the said SID and the CITY, and their successors and assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Sanitary Sewer Easement in the manner and form aforesaid, and GRANTOR shall warrant and defend this Permanent Sanitary Sewer Easement to said SID or the CITY and their successors and assigns against the lawful claims and demands of all persons. This Permanent Sanitary Sewer Easement runs with the land.

6. That said Permanent Sanitary Sewer Easement is granted upon the condition that the SID or the CITY 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.

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

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 27th day of February, 2015.

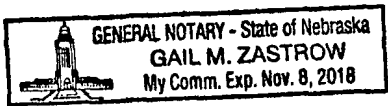
Y. W. SCHNACK, L.L.C., a Nebraska limited liability company

By: Judy Wigton
Name: Judy Wigton
Title: Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

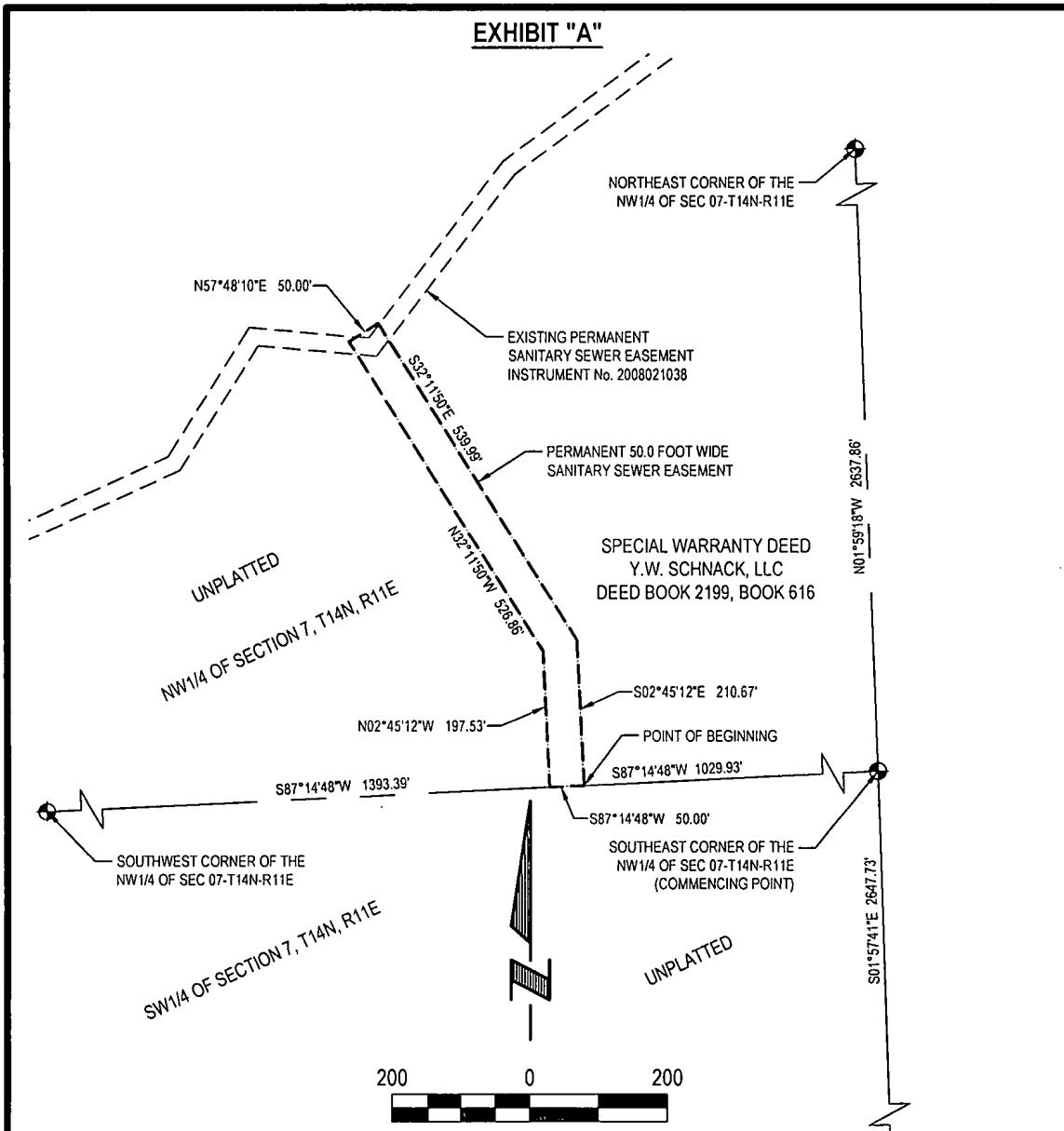
On this 27th day of February, 2015, before me, the undersigned, a Notary Public in and for said County, personally came Judy Wigton, Manager of **Y. W. SCHNACK, L.L.C.**, a Nebraska limited liability company, to me personally known to be the Manager of said company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such Manager and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County the day and year last above written.



Gail M. Zastrow
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

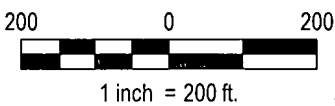
SPECIAL WARRANTY DEED
Y.W. SCHNACK, L.L.C.
DEED BOOK 2199, PAGE 616

PERMANENT 50.00 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SID NO. 562

A PERMANENT 50.00 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN THE SW1/4 OF THE NW1/4 AND ALSO THE SE1/4 OF THE NW1/4 OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 7; THENCE S87°14'48"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 7, A DISTANCE OF 1029.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°14'48"W ALONG SAID SOUTH LINE OF THE NW1/4 OF SECTION 7, A DISTANCE OF 50.00 FEET; THENCE N02°45'12"W, A DISTANCE OF 197.53 FEET; THENCE N32°11'50"W, A DISTANCE OF 526.86 FEET; THENCE N57°48'10"E, A DISTANCE OF 50.00 FEET; THENCE S32°11'50"E, A DISTANCE OF 539.99 FEET; THENCE S02°45'12"E, A DISTANCE OF 210.67 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 50.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 36,876 SQUARE FEET OR 0.847 ACRES, MORE OR LESS.



 <p>Engineering Answers</p>	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700</p>		<p>PERMANENT SANITARY SEWER EASEMENT PART OF THE NW1/4 OF SECTION 7, T14N, R11E DOUGLAS COUNTY, NEBRASKA</p>
	<p>Drawn by: JRS Chkd by:</p>	<p>Date: 02/18/2014</p>	
<p>Job No.: P2003.057.025</p>		<p>Revised: 11/07/2014</p>	