



BK 1410 PG 033-035

RICHARD W. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 NOV 27 AM 8:20



MISC 2001 19453

Misc FEE 1 ~~RECEIVED~~
 BKP 8-17-11 C/O _____ COMP _____
 A 3 DEL _____ SCAN CB FV _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT RANDALL K. ISKE and PATRICIA A. ISKE, husband and wife, hereinafter collectively referred to as GRANTOR, 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. 456 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 sanitary sewers, and appurtenances thereto, in, through 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 or operating said Improvements at the will of the GRANTEE, its successors and assigns. 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:

That no grading, fill or fill material, embankment work, 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 and assigns.

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, which shall include re-seeding, if applicable, but shall not include replacement of trees.

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

Rex's
FULLENKAMP, DOYLE & JOBEUN
 11440 WEST CENTER ROAD
 OMAHA, NEBRASKA 68144-4482

27320

assigns. In the event Grantee fails to repair or maintain the sanitary sewer 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 the sanitary sewer.

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.

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 20th day of November 2001.

GRANTOR:
RANDALL K. ISKE,

Randall K Iske

PATRICIA A. ISKE,

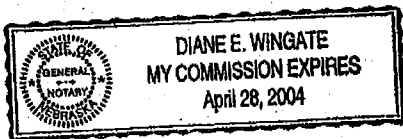
Patricia A. Iske

STATE OF NEBRASKA)
)
COUNTY OF Douglas)

ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Randall K. Iske and Patricia A. Iske, husband and wife, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 20 day of November 2001.



Diane E. Wingate
Notary Public

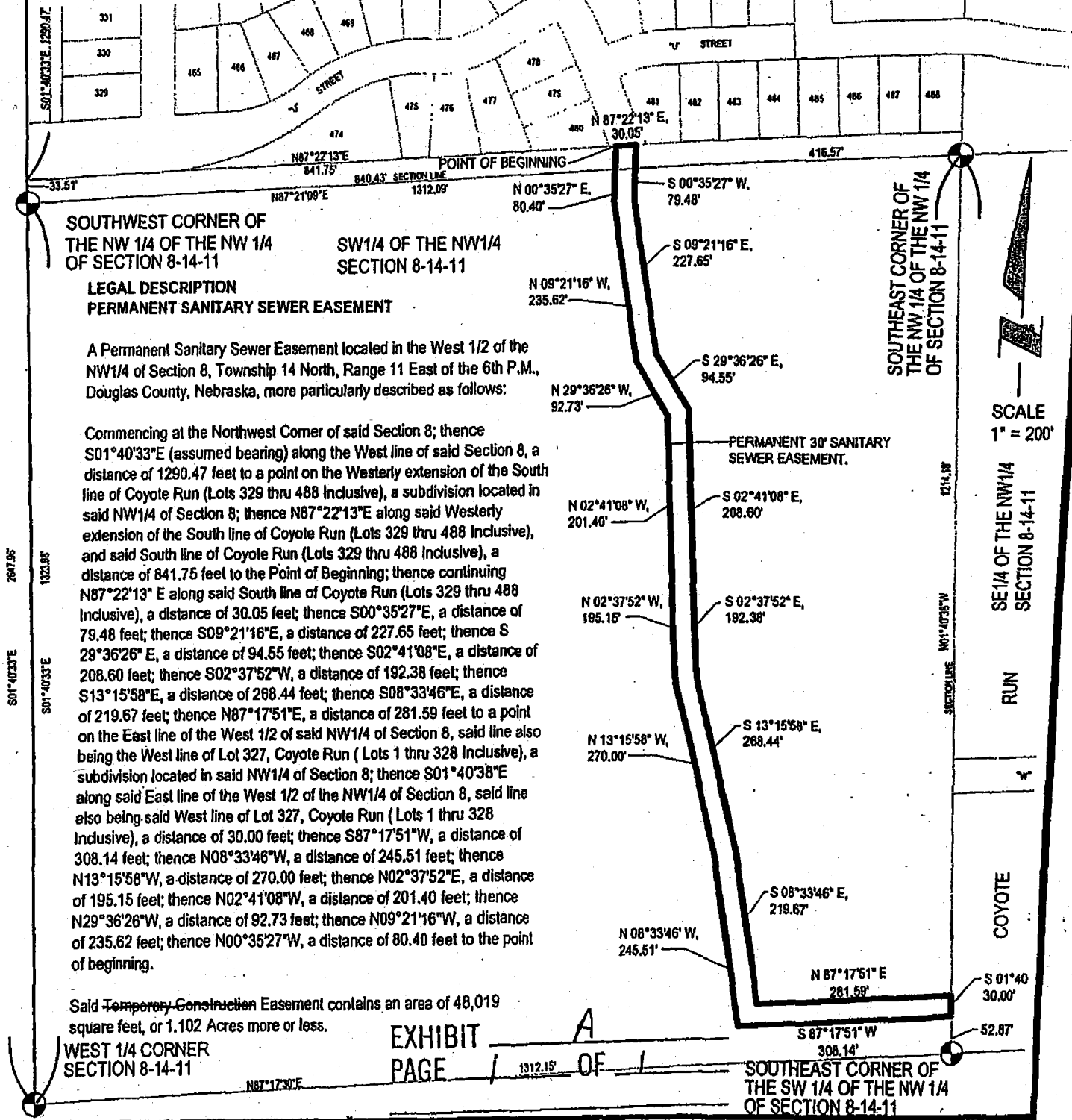
BRASS CAP
NORTHWEST CORNER
SECTION 8-14-11
COMMENCING POINT

PERMANENT SANITARY SEWER EASEMENT

NE 1/4 OF THE NW 1/4
SECTION 8-14-11

NW 1/4 OF THE NW 1/4
SECTION 8-14-11

COYOTE RUN



SOUTHWEST CORNER OF
THE NW 1/4 OF THE NW 1/4
OF SECTION 8-14-11

SW 1/4 OF THE NW 1/4
SECTION 8-14-11

LEGAL DESCRIPTION PERMANENT SANITARY SEWER EASEMENT

A Permanent Sanitary Sewer Easement located in the West 1/2 of the NW 1/4 of Section 8, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of said Section 8; thence S01°40'33"E (assumed bearing) along the West line of said Section 8, a distance of 1290.47 feet to a point on the Westerly extension of the South line of Coyote Run (Lots 329 thru 488 Inclusive), a subdivision located in said NW 1/4 of Section 8; thence N87°22'13"E along said Westerly extension of the South line of Coyote Run (Lots 329 thru 488 Inclusive), a distance of 841.75 feet to the Point of Beginning; thence continuing N87°22'13" E along said South line of Coyote Run (Lots 329 thru 488 Inclusive), a distance of 30.05 feet; thence S00°35'27"E, a distance of 79.48 feet; thence S09°21'16"E, a distance of 227.65 feet; thence S 29°36'26" E, a distance of 94.55 feet; thence S02°41'08"E, a distance of 208.60 feet; thence S02°37'52"W, a distance of 192.38 feet; thence S13°15'58"E, a distance of 268.44 feet; thence S08°33'46"E, a distance of 219.67 feet; thence N87°17'51"E, a distance of 281.59 feet to a point on the East line of the West 1/2 of said NW 1/4 of Section 8, said line also being the West line of Lot 327, Coyote Run (Lots 1 thru 328 Inclusive), a subdivision located in said NW 1/4 of Section 8; thence S01°40'38"E along said East line of the West 1/2 of the NW 1/4 of Section 8, said line also being said West line of Lot 327, Coyote Run (Lots 1 thru 328 Inclusive), a distance of 30.00 feet; thence S87°17'51"W, a distance of 308.14 feet; thence N08°33'46"W, a distance of 245.51 feet; thence N13°15'58"W, a distance of 270.00 feet; thence N02°37'52"E, a distance of 195.15 feet; thence N02°41'08"W, a distance of 201.40 feet; thence N29°36'26"W, a distance of 92.73 feet; thence N09°21'16"W, a distance of 235.62 feet; thence N00°35'27"W, a distance of 80.40 feet to the point of beginning.

Said Temporary Construction Easement contains an area of 48,019 square feet, or 1.102 Acres more or less.

WEST 1/4 CORNER
SECTION 8-14-11

EXHIBIT A
PAGE 1 OF 1

SOUTHEAST CORNER OF
THE SW 1/4 OF THE NW 1/4
OF SECTION 8-14-11

SCALE
1" = 200'

SE 1/4 OF THE NW 1/4
SECTION 8-14-11

RUN

COYOTE



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

EXHIBIT

DRAWN BY: TRH

CHECKED BY: _____

DATE: _____

DRAWING

JOB No. E99027

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