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By

RICHARD N TAKECH.  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 FEB 14 PM 3:45

RECEIVED

After recording return to:  
Croker, Huck, Kasher, DeWitt, Anderson & Gonderinger, P.C.  
2120 South 72<sup>nd</sup> Street, Suite 1250  
Omaha, Nebraska 6812402356

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT IrishStone, L.L.C., a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 405 OF DOUGLAS COUNTY, NEBRASKA and the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as GRANTEE (whether one or more), and to its successors and assigns, an easement for the right to construct, maintain and operate an interceptor sanitary sewer, and appurtenances thereto, in, through, over and under the parcel of land described as follows, to-wit:

Permanent Easement for Sanitary Sewer Purposes:

SEE EXHIBIT "A",  
attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress to and from said premises for the purpose of constructing, inspecting, maintaining and operating said sewer at the will of the GRANTEE. The GRANTOR may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

1. No 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 GRANTEE. Any such approved improvements on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.

*see plat*  
*2269*  
*205*  
*2193/551*  
*m*  
*EXP* *C/O* *COMP*  
*ALL* *SCAN* *ALC* *FR*

2. GRANTEE will replace or rebuild any and all damages to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said sewer and roadway, except that, damage to, or loss of, trees and shrubbery will not be compensated by GRANTEE.

3. GRANTEE 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 GRANTEE for any of said construction and work. The roadway shall be graveled and maintained by GRANTEE.

4. GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE and its assigns, that he or they, is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, administrators, shall warrant, and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

5. This easement is granted upon the condition that the GRANTEE will 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.

6. This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement, between the GRANTOR and the 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 are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 9th day of February, 2000.

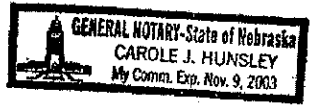
IrishStone, L.L.C.

By: [Signature]  
Title: Managing Member

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 9th day of February, 2000; by Kevin Irish, Member, on behalf of IrishStone, L.L.C.

[Signature]  
Notary Public



68069.1

PERMANENT EASEMENT FOR SANITARY SEWER PURPOSES

A STRIP OF LAND LOCATED IN THE SW 1/4 OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, BEING 30 FEET IN WIDTH, 15 FEET ON EACH SIDE OF AND PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED:

COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, S02°20'16"E (ASSUMED BEARING), 928.08 FEET; THENCE N87°39'44"E, 33.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 126TH STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE S30°10'25"E, 348.12 FEET; THENCE S37°06'31"E, 600.00 FEET; THENCE S41°28'37"E, 600.00 FEET; THENCE S64°16'47"E, 600.00 FEET; THENCE S86°00'42"E, 599.58 FEET; THENCE N81°39'06"E, 566.58 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF 126TH STREET, FROM WHICH POINT THE S 1/4 CORNER OF SAID SECTION 30 BEARS S13°14'20"E, 167.29 FEET, SAID POINT BEING THE TERMINUS OF THIS DESCRIPTION, CONTAINING AN AREA OF 2.28 ACRES (99,428 SQUARE FEET), MORE OR LESS.

EXHIBIT "A"  
SHEET 1 OF 2

EXHIBIT "A" - SHEET 2 OF 2