



MISC 2003124682

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



JUN 26 2003 13:47 P 3

RECEIVED

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT IDA STREET, L.L.C., hereinafter collectively referred to as GRANTOR whether one or more, 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. 490 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 a sanitary sewer, and appurtenances thereto (collectively the "Improvements"), in, through, over 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, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, 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, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip 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.
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 Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.

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

misc deed
K-3/1

FEE	15.50	FR	01	60000
BKP	29-16	CO		COMP
DEL		SCAN	VR	PY



4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer, and related appurtenances in the easement area. Grantee warrants that said Improvements 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 said Improvements 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. In the event Grantee fails to repair or maintain said Improvements 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 said Improvements.

5. 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, including but not limited to lessees. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee 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. 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 23rd day of June 2003.

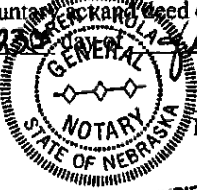
GRANTOR:
IDA STREET, L.L.C.,

By: Barbara Udes Shaw, manager

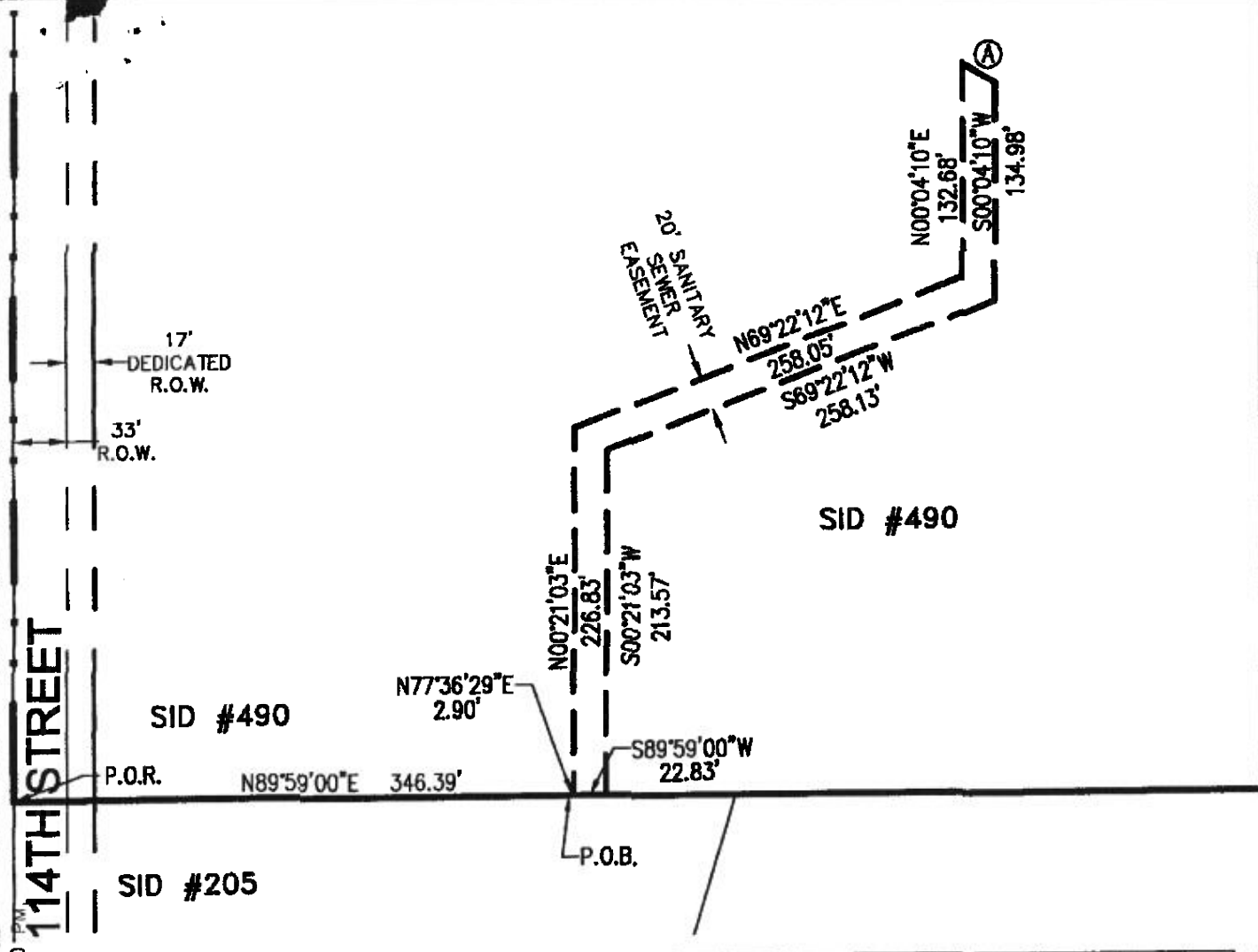
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Barbara Udes Shaw, Manager of Ida Street, L.L.C., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 23rd day of June 2003.


Karen K. Kula
Notary Public
MY COMMISSION EXPIRES:
JULY 26, 2005





CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
A	07°33'44"	175.00	23.10	23.08	S59°59'13"E

LEGAL DESCRIPTION

2. A 20 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT IN SANITARY AND IMPROVEMENT DISTRICT 490 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND MORE FULLY DESCRIBED AS FOLLOWS:

LOT 2. COMMENCING AT THE WESTERLY COMMON CORNER OF SID 490 & 205; THENCE ALONG THE SOUTH LINE OF SAID SID 490 N89°59'00"E (ASSUMED BEARING), A DISTANCE OF 346.39 FEET TO THE POINT OF BEGINNING; THENCE N77°36'29"E, A DISTANCE OF 2.90 FEET; THENCE N00°21'03"E, A DISTANCE OF 226.83 FEET; THENCE N69°22'12"E, A DISTANCE OF 258.05 FEET; THENCE N00°04'10"E, A DISTANCE OF 132.68 FEET; THENCE SOUTHEASTERLY, BEING A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 23.10 FEET (CHORD BEARING OF S59°59'13"E, CHORD DISTANCE OF 23.08 FEET); THENCE S00°04'10"W, A DISTANCE OF 134.98 FEET; THENCE S69°22'12"W, A DISTANCE OF 258.13 FEET; THENCE S00°21'03"W, A DISTANCE OF 213.57 FEET TO POINT ON THE SOUTH LINE OF SAID SID 490; THENCE ALONG SAID LINE S89°59'00"W, A DISTANCE OF 22.83 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 12,244 SQUARE FEET OR 0.28 ACRES MORE OR LESS.



EDC
ENGINEERING DESIGN CONSULTANTS
2200 Fletcher Avenue, Suite 102, Lincoln, NE 68521

DEERWOOD
PERMANENT SANITARY SEWER EASEMENT
DOUGLAS COUNTY, NEBRASKA

Drawn By: NLH
Dwg.: deerwood exhibit
Date: 06/09/03
Job#: 02-066

SHEET
1 OF 1

EXHIBIT "A"