



about the 66



## PERMANENT STORM SEWER DRAINAGEWAY EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

THAT Bruhn's Packing Co., hereinafter 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 of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 390 of Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain and operate a storm sewer drainageway (hereafter "drainageway"), and appurtenances thereto, in , through and under the parcel of land described as follows, to-wit: See attached Exhibit "A".

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Drainageway at the will of the SID.

It is further agreed as follows:

- 1. That no grading, fill or fill material, embankment work, 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 SID.
- 2. That SID shall maintain all aspects of the storm sewer, including the gabion baskets, in good working order and condition. That SID shall be installing a new storm sewer pipe with an 18 inch diameter next to an existing storm sewer pipe with a 24 inch diameter under West Maple Road in connection with this easement, and the SID shall not increase the diameter of these storm sewer pipes without the written consent of the Grantor.
- 3. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said Drainageway, except that, damage to, or loss of, trees and shrubbery will not be compensated for by SID.
- 4. That SID 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 SID and any of said construction and work.
- 5. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and its assigns, that he or they, the GRANTOR 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, and administrators, shall warrant, and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 6. That said easement is granted upon the condition that the SID will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
- 7. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID 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 day of May, 1994.

GRANTOR(S): BRUHN'S PACKING CO.

By: Grantor State of Nebraska

)

State of Nebraska

) ss

COUNTY OF DOUGLAS

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The foregoing instrument was acknowledged before me this 15th day of 1994 by Jacquelene Falan, President of Bruhn's Packing Co., a Nebral baccorporation, on behalf of the corporation.

GENERAL MOTARY-State of Model PATRICIA K. KOCA
My Comm. Exp. Aug. 10, 1994

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DEL 12-15-10

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Satricia & Hoca Notary Public LEGAL DESCRIPTION NEWWER

A permanent easement for construction and maintenance of drainageways over that part of the Northeast Quarter of Section 12, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said Northeast Quarter of Section 12;

Thence North 87°40'46" East (bearings referenced to the Nebraska State Plane System, South Zone) for 1303.29 feet along

the north line of the said Northeast Quarter of Section 12;
Thence South 02°19'14" East for 85.15 feet to an angle point in the south right of way line of West Maple Road and the TRUE POINT OF BEGINNING;

Thence North 80°02'03" East for 45.00 feet along said south

right of way line of West Maple Road;

Thence South 19°57'57" East for 25.00 feet;

Thence South 80°02'03" West for 45.00 feet; Thence North 19°57'57" West for 25.00 feet to the Point of

Beginning.

Contains 1125 square feet.

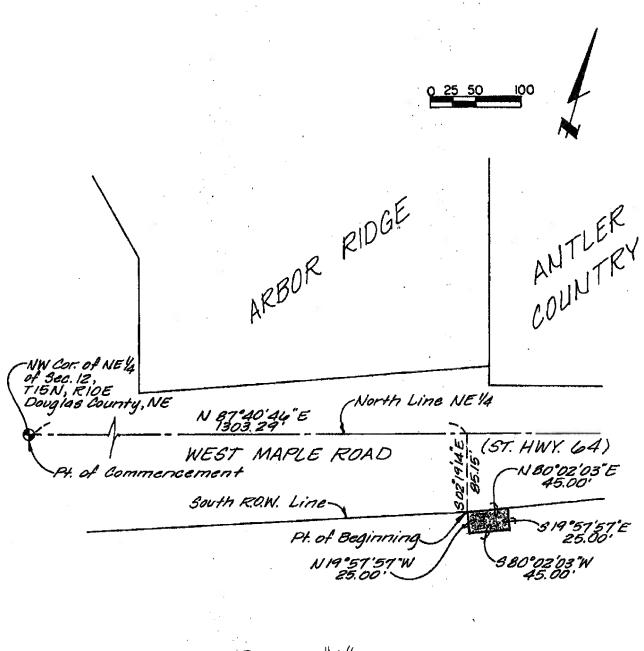


EXHIBIT "A"

Dale\_4-5-94

Job Number 93944



## lamp, rynearson & associates, inc.

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