



BK 0948 PG 721



MISC 1990 23964

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PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Metro North State Bank, a Missouri corporation, hereinafter referred to as GRANTOR, 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 V & R Company, a Nebraska general partnership, hereinafter referred to as GRANTEE, and to its successors and assigns, a perpetual easement to install, maintain, repair, utilize conduct and operate a storm sewer in, through, and under the parcel of land described as follows:

That part of Lots 63, 64 and 65 Empire Park Replat II, an Addition to the City of Omaha, Douglas County, Nebraska, herein the "Servient Premises", as surveyed, platted and recorded and described as follows: Beginning at the Northeast corner of Lot 63 Empire Park Replat II, thence South 00°08'14" West (Assumed bearing) along the East line of Lots 63, 64 and 65 a distance of 386.59 feet; thence South 45°08'14" West a distance of 63.64 feet to a point on the line common to lots 66 and 65, Empire Park Replat II, thence North 89°51'46" West along the line common to Lots 66 and 65, Empire Park Replat II a distance of 14.14 Feet, thence North 45°08'14" East a distance of 69.49 feet to a point 10 feet West of and perpendicular to the East line of Lots 63, 64 and 65, Empire Park Replat II; thence North 00°08'14" West along a line 10 feet West of and parallel to the East line of Lots 63, 64, and 65 Empire Park Replat II, a distance of 378.33 feet to a point on the Northerly line of Lot 63, Empire Park Replat II, said point also being a non-tangent curve to said line; thence North and East along a 200.00 foot radius curve to the left, (said curve having a chord bearing of North 63°45'36" East with a chord length of 10.81 feet) an arc length of 10.81 feet to the point of beginning. All as shown on Exhibit "A" attached hereto.

Said easement contains 4490 square feet or .10 acres more or less.

(Together with a temporary construction easement over and across the East 50 feet of said Lots 63, 64 and 65 Empire Park Replat II for the purpose of constructing such storm sewer and ingress and egress to the construction area.)

TO HAVE AND TO HOLD said .perpetual Easement unto said GRANTEE, its successors and assigns, together with the right of ingress and egress onto and from the servient premises as Grantee may desire for the purpose of using said Permanent rights at the will of the GRANTEE. The GRANTOR may continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed; including performing the construction.

It is further agreed as follows:

Missouri 23964

948 N C/O FEE 110.50  
721-723 DEL MC We  
OF Miss COME [Signature] F/B 01-11239

RECORDED  
DEC 28 2 18 PM '90  
OFFICE OF THE CLERK  
RECORDS & DEEDS  
DOUGLAS COUNTY, NE

1. That no buildings, improvements, or other structures, shall be placed in, on, over or across said perpetual easement strip by GRANTOR, or its successors and assigns without express approval of the GRANTEE.

2. That said GRANTOR for itself and its successors and assigns agrees and confirms with and unto said GRANTEE and its successors and assigns, that the GRANTOR is well seized in fee of the above described property, that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns. Shall warrant, and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons whatsoever.

3. This easement shall be for the benefit of and appurtenant to Lots 66 and 67 in Empire Park Replat II, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded and these shall run with land.

4. That Grantee shall be soley responsible for the maintenance repair and replacement of all damage to the sewer line within such permanent easement strip, and shall maintain said sewer line in a safe condition.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the GRANTOR and GRANTEE or its agents 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 20th day of December, A.D., 1990.

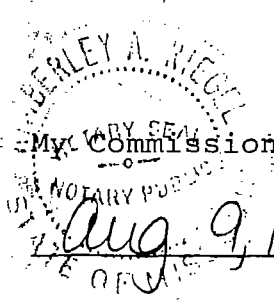
METRO NORTH STATE BANK

By: David B. Feingold

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSOURI )  
County of CLAY ) ss

The foregoing instrument was acknowledged to before me, a Notary Public, this 20th day of December, 1990, by David B. Feingold on behalf of Metro North State Bank, a Missouri corporation.



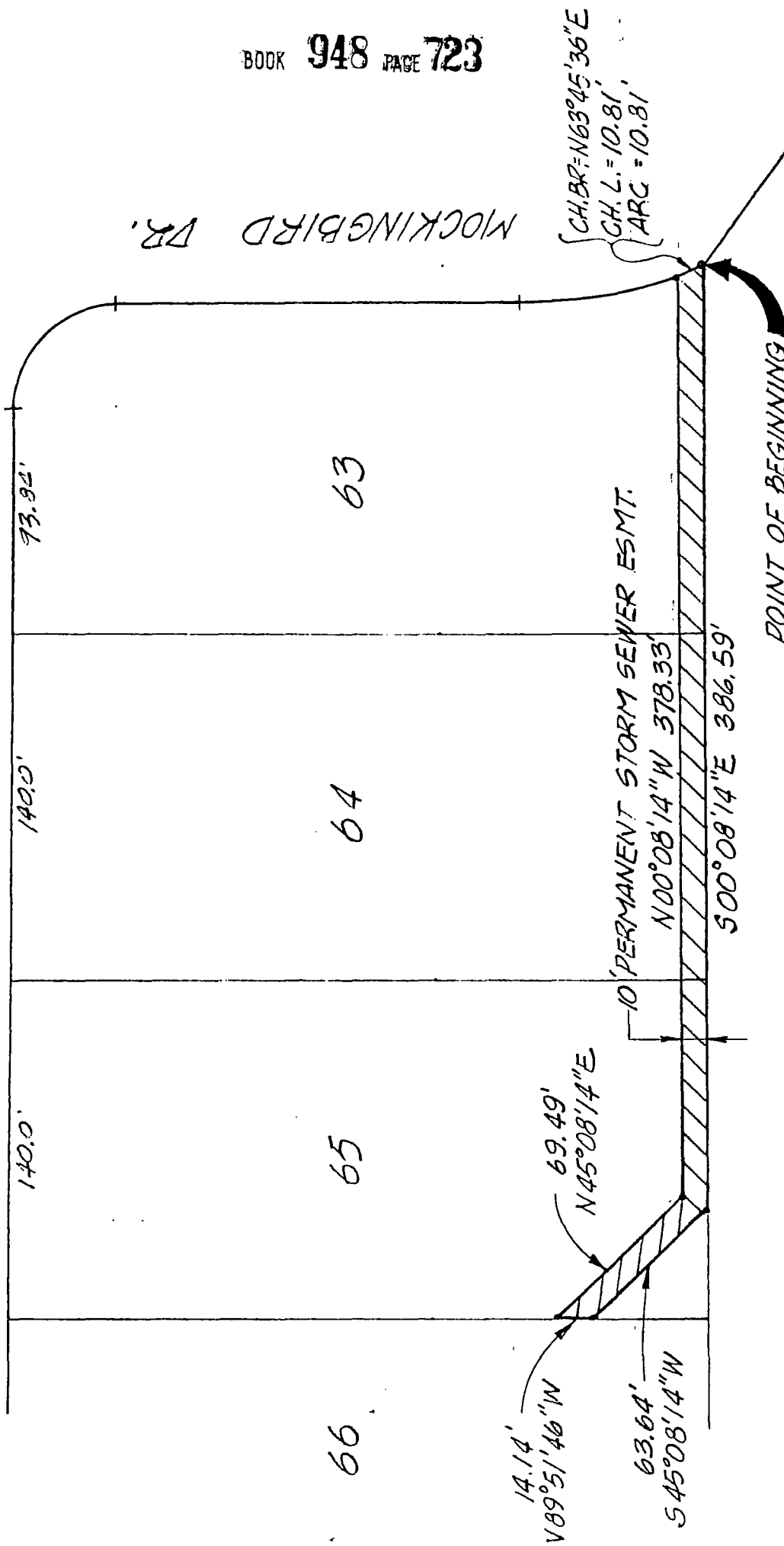
Kimberley A. Riegel  
Notary Public Kimberley A. Riegel

KIMBERLEY A. RIEGEL  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires August 9, 1992



# EASEMENT DRAWING

1117TH STREET



AC 4311

**CARRELL & ASSOCIATES, INC.**  
 LAND SURVEYORS & CONSULTANTS  
 11128 "O" STREET  
 OMAHA, NEBRASKA 68137  
 (402) 331-2333