

96-20457

REGISTERED NUMBER
96-020457

96 OCT -9 PM 1:30

Stanley
REGISTER OF DEEDS

County
Verby
D.E.
Proof
Fee \$ 25.50
Ck
Cash
Chg

AFTER RECORDING RETURN TO:

ROBERT J. HUCK
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 S 72 ST STE 1250
OMAHA NE 68124

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WALTER E. and EVELYN FORNOFF, husband and wife, of Sarpy County, Nebraska, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Five Hundred Dollars (\$500.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 177 OF SARPY COUNTY, NEBRASKA, and THE CITY OF BELLEVUE, in the State of Nebraska, a Municipal corporation, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of outfall sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge, together with the right of ingress and egress to and from said premises. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Bellevue only, shall have no force and effect unless and until Sanitary and Improvement District No. 177 of Sarpy County is fully annexed into the City of Bellevue and until said City shall have a legal obligation to maintain such improvements as public facilities.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 177 of Sarpy County, Nebraska, agrees forthwith, and said Grantee, City of Bellevue, agrees effective with the annexation of SID No. 177, to: (a) make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection,

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repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens, and (b) to allow sanitary sewer connections to the sanitary outfall sewer to be constructed in said easement area without additional charge for same as long as said sewer connections originate from Tax Lot 1A and 2A in the North Half of the Southeast Quarter (N1/2SE1/4) of Section Eight (8), Township Thirteen (13), Range Thirteen (13), Sarpy County, Nebraska. Grantor reserves the right, following construction of said sewer and appurtenances thereto, to 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. Provided, however, that no building or other structure shall be built within the permanent easement area by Grantor, his successors or assigns, which will in any way interfere with Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual sanitary outfall sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 20th day of September, 1996.

GRANTOR:
Walter E. Fornoff
Walter E. Fornoff

Evelyn Fornoff
Evelyn Fornoff

SANITARY AND IMPROVEMENT DISTRICT NO.
177 OF SARPY COUNTY, NEBRASKA, Grantee

By: Richard Hosking
Richard Hosking, Chairman

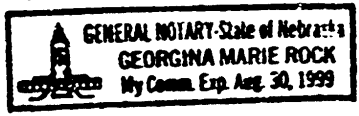
ATTEST:

Todd Hosking
Todd Hosking, Clerk

96-20457B

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

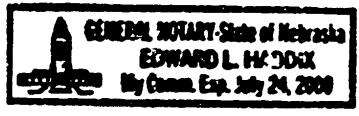
The foregoing instrument was acknowledged before me this 20th day of September, 1996, by Walter E. and Evelyn Fornoff, husband and wife.



Georgina Marie Rock
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

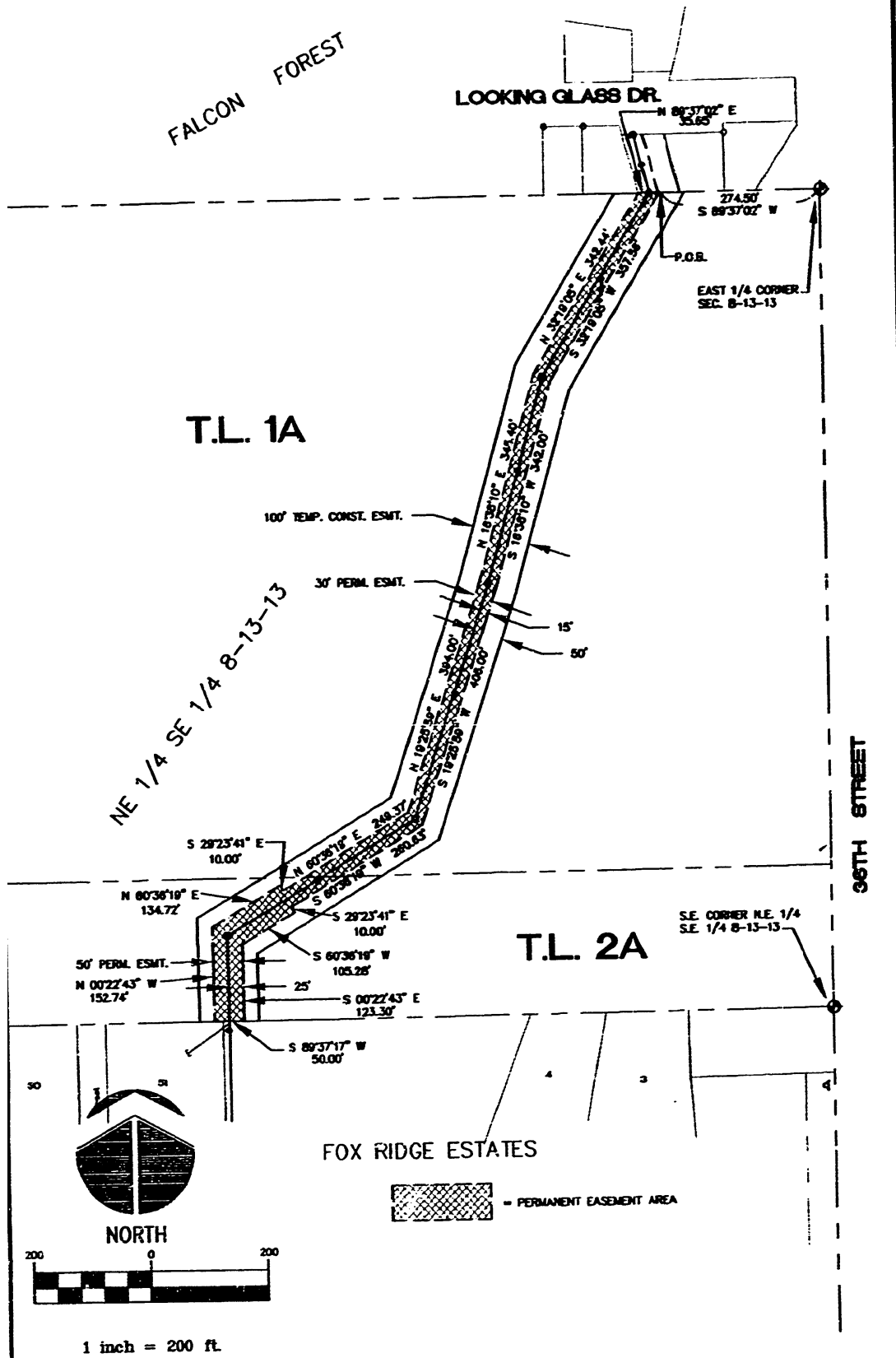
The foregoing instrument was acknowledged before me this 30 day of Sept, 1996 by Richard Hosking, Chairman, and Todd Hosking, Clerk of Sanitary and Improvement District No. 177 of Sarpy County, Nebraska.



Edward L. Hosking
Notary Public

96-204590

SANITARY SEWER EASEMENT



DESIGNED: DOH DRAWN: WAF CHECKED: DATE: 9-20-96 PROJECT NO. FOX RIDGE SHEET NO.



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 2

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PERMANENT SANITARY SEWER EASEMENT

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN TAX LOTS 1A AND 2A OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, T 13 N, R 13 E OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 8, THENCE S89°37'02"W (ASSUMED BEARING) 274.50 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 8 TO THE POINT OF BEGINNING. THENCE S32°19'05"W 357.56 FEET; THENCE S16°38'10"W 342.00 FEET; THENCE S19°25'59"W 406.00 FEET; THENCE S60°36'19"W 260.63 FEET; THENCE S29°23'41"E 10.00 FEET; THENCE S60°36'19"W 105.28 FEET; THENCE S00°22'43"E 123.30 FEET TO THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE S89°37'17"W 50.00 FEET ALONG SAID SOUTH LINE; THENCE N00°22'43"W 152.74 FEET; THENCE N60°36'19"E 134.72 FEET; THENCE S29°23'41"E 10.00 FEET; THENCE N60°36'19"E 249.37 FEET; THENCE N19°25'59"E 394.00 FEET; THENCE N16°38'10"E 345.40 FEET; THENCE N32°19'05"E 342.44 FEET TO THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 8; THENCE N89°37'02"E 35.65 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY ONE HUNDRED FOOT (100') WIDE CONSTRUCTION EASEMENT LOCATED FIFTY FEET (50') EASTERLY OF, AND FIFTY FEET (50') WESTERLY OF THE CENTERLINE OF THE ABOVE DESCRIBED PERMANENT SANITARY SEWER EASEMENT.