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Register of Deeds, Douglas County, NE
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2004064309

PERMANENT INGRESS/EGRESS AND SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **LANOHA-MISSION DEVELOPMENT, INC.**, a Nebraska corporation, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **One and no/100 Dollars (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the **owners of Lots 1 through 5, Mission Pines Plaza**, and their successors and assigns, hereinafter collectively referred to as the "Lot Owners", a permanent easement for the right of ingress, egress and to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto Lot Owners, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage way at the will of the Lot Owners. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the Lot Owners to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, 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, his, her or their successors and assigns without express approval of the Lot Owners. Improvements which may be approved by the Lot Owners include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his, her or their heirs, successors or assigns.
- 2) That the Lot Owners will replace or rebuild any and all damage to improvements caused by the Lot Owners exercising their rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by Lot Owners.
- 3) This permanent ingress/egress and sewer easement is also for the benefit of any contractor, agent, employee or representative of the Lot Owners and any of said construction and work.
- 4) That the Lot Owners 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.
- 5) That said GRANTOR for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said Lot Owners and their successors and assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property

John Kottmann
Thompson, Dressen, & Dorner
10836 Old Mill Rd.
Omaha, Ne. 68154

and that he, she or they has or have the right to grant and convey this permanent ingress/egress and sewer easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and administrators, shall warrant and defend this permanent easement to said Lot Owners and their successors and assigns against the lawful claims and demands of all persons. This permanent ingress/egress and sewer easement runs with the land.

- 6) That said permanent ingress/egress sewer easement is granted upon the condition that the Lot Owners may 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) The Lot Owners reserve the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the Lot Owners or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Lot Owners or their agents or employees, except as are set forth herein (if applicable): ****INSERT ANY EXCEPTIONS****

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 21 day of April, 2004.

LANOHA-MISSION DEVELOPMENT, INC.,

By *David F. Lanoha*
David F. Lanoha, President

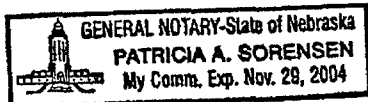
STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

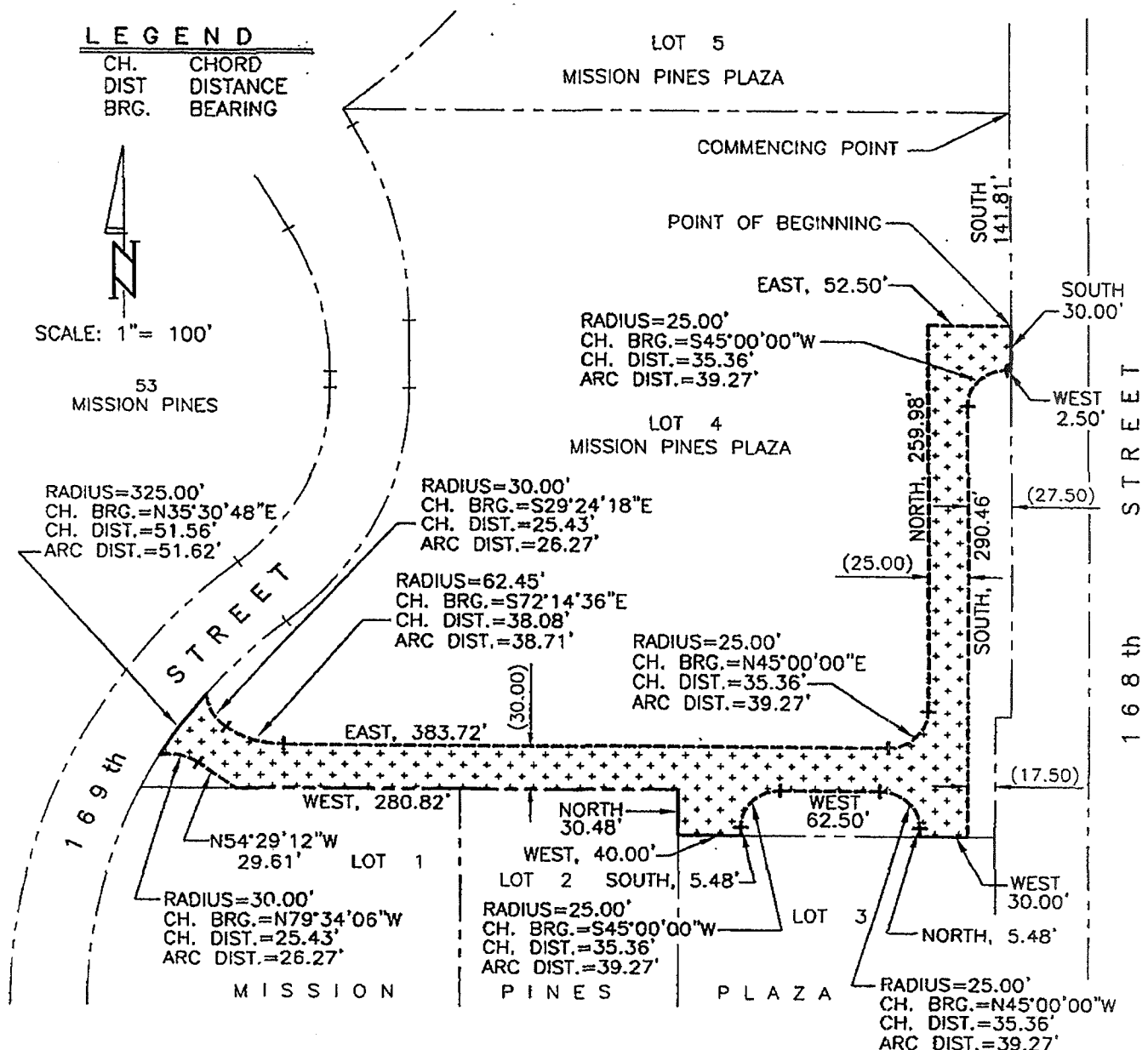
On this 21 day of April, 2004, before me, the undersigned, a Notary Public in and for said County, personally came David F. Lanoha, President of Lanoha-Mission Development, Inc., a Nebraska corporation, to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County the day and year last above written.

My commission expires: Nov 29, 2004

Patricia A. Sorensen
Notary Public





LEGAL DESCRIPTION (INGRESS, EGRESS AND SEWER AND DRAINAGE EASEMENT)

THAT PART OF LOT 4, MISSION PINES PLAZA, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 4; THENCE SOUTH (ASSUMED BEARING) 141.81 FEET ON THE EAST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 30.00 FEET ON THE EAST LINE OF SAID LOT 4; THENCE WEST 2.50 FEET; THENCE SOUTHWESTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S45°00'00"W, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 290.46 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST 30.00 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 5.48 FEET; THENCE NORTHWESTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N45°00'00"W, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE WEST 62.50 FEET; THENCE SOUTHWESTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S45°00'00"W, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 5.48 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST 40.00 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 30.48 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE WEST 280.82 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE N54°29'12"W 29.61 FEET; THENCE NORTHWESTERLY ON A 30.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N79°34'06"W, CHORD DISTANCE 25.43 FEET, AN ARC DISTANCE OF 26.27 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTHEASTERLY ON THE WEST LINE OF SAID LOT 4 ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N35°30'48"E, CHORD DISTANCE 51.56 FEET, AN ARC DISTANCE OF 51.62 FEET; THENCE SOUTHEASTERLY ON A 30.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S29°24'18"E, CHORD DISTANCE 25.43 FEET, AN ARC DISTANCE OF 26.27 FEET; THENCE SOUTHEASTERLY ON A 62.45 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S72°14'36"E, CHORD DISTANCE 38.08 FEET, AN ARC DISTANCE OF 38.71 FEET; THENCE EAST 383.72 FEET; THENCE NORTHEASTERLY ON A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N45°00'00"E, CHORD DISTANCE 35.36 FEET, AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 259.98 FEET; THENCE EAST 52.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"