



BK 1436 PG 551-554



MISC 2002 09632

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 APR 24 PM 2:41

RECEIVED

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out lot 2*

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SHARON BRUNING and STATE STREET INVESTMENTS, LLC; 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 SANITARY AND IMPROVEMENT DISTRICT NO. 441 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 drainage structures and/or drainage ways, and appurtenances thereto, in, through 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, 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. Any such improvements, including any landscaping placed on said easement, shall be maintained by Grantor, its successors and assigns.
2. That Grantee will replace or rebuild, to its original state, any and all damage to improvements, including wetlands restoration if required by the United States Army Corp of Engineers, caused by Grantee exercising its rights of constructing, 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

A MISC 4/1

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DEL		SCAN	RV

4. It is the intent of the easement for Grantee to construct for its benefit, drainage structures and/or drainage ways, 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 and obtain reimbursement from Grantee. Grantee shall secure all local, state and federal permits required for its construction of its improvements and at Grantee's sole expense, shall undertake and complete any mitigation or other requirements of any governing authority attendant to such improvements, and further shall indemnify and hold Grantor harmless from any liability, expense or obligation arising therefrom.

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. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

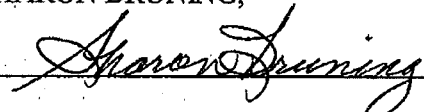
6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

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 8 day of April 2002.

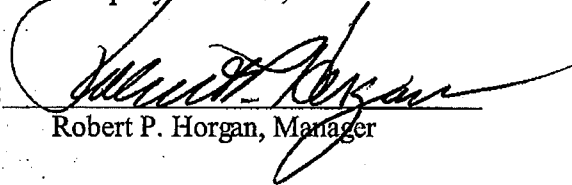
GRANTOR:

SHARON BRUNING,



STATE STREET INVESTMENTS, LLC, a Nebraska limited liability company,

By: JC Properties, LLC, a Nebraska limited liability company Member,

By: 
Robert P. Horgan, Manager

By: PAVY Land, LLC a Nebraska limited liability company, Member

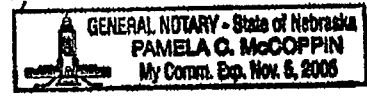
By: [Signature]
John C. Allen, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Sharon Bruning, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 8 day of April 2002.

[Signature]
Notary Public

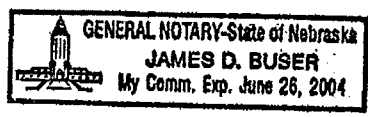


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Robert P. Horgan as Manager of JC Properties, LLC, a Nebraska limited liability company, Member of State Street Investments, LLC, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of JC Properties, LLC as Member of State Street Investments, LLC.

WITNESS my hand and Notarial Seal this 8th day of April 2002.

[Signature]
Notary Public

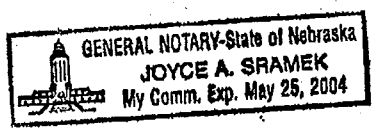


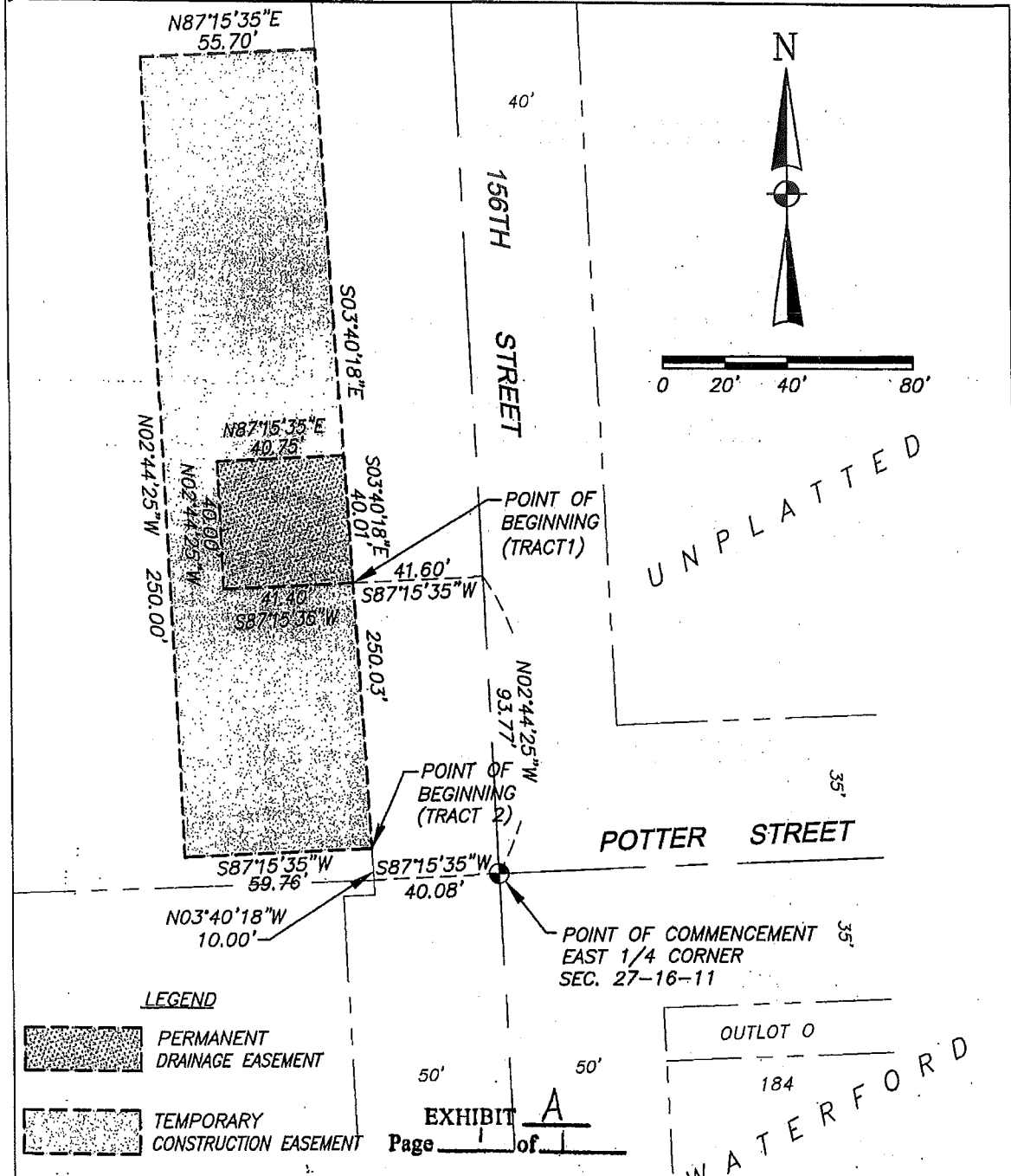
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, Notary Public in and for said County and State appeared John C. Allen as President of PAVY Land, LLC, a Nebraska limited liability company, Member of State Street Investments, LLC, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of PAVY Land, LLC as Member of State Street Investments, LLC.

WITNESS my hand and Notarial Seal this 2nd day of April 2002.

[Signature]
Notary Public





LEGEND

- PERMANENT DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A
 Page 1 of 1

LEGAL DESCRIPTION (TRACT 1) - PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, N02°44'25"W (ASSUMED BEARING), 93.77 FEET; THENCE S87°15'35"W, 41.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF 156TH STREET; THENCE S87°15'35"W, 41.40 FEET; THENCE N02°44'25"W, 40.00 FEET; THENCE N87°15'35"E, 40.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID 156TH STREET; THENCE ON SAID WEST RIGHT OF WAY LINE, S03°40'18"E, 40.01 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.04 ACRE (1,643 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION (TRACT 2) - TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE S87°15'35"W (ASSUMED BEARING), 40.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 156TH STREET; THENCE ON SAID WEST RIGHT OF WAY LINE, N03°40'18"W, 10.00 FEET TO THE POINT OF BEGINNING; THENCE S87°15'35"W, 59.76 FEET; THENCE N02°44'25"W, 250.00 FEET; THENCE N87°15'35"E, 55.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID 156TH STREET; THENCE ON SAID WEST RIGHT OF WAY LINE, S03°40'18"E, 250.03 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, THE ABOVE DESCRIBED TRACT 1, CONTAINING A NET AREA OF 0.29 ACRE (12,789 SQUARE FEET), MORE OR LESS.