



MISC 2004042602



APR 05 2004 13:18 P 3

misc  
FEE 15.50 FB 01-60000  
BKP 26-16-1120  
DFL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

EAST of LOTS 582+583

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
4/5/2004 1:18:09 PM  
2004042602

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM J. BIRGE and CONSTANCE L. BIRGE, husband and wife, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **One Thousand Three Hundred Forty-Four and no/100 Dollars (\$1,344.00) {which includes compensation for removal and relocation of existing trees}**, and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the **City of Omaha, Nebraska**, a municipal corporation, hereinafter referred to as CITY, and to its successors and assigns, and **Sanitary and Improvement District No. 473 of Douglas County, Nebraska**, a Nebraska political subdivision, hereinafter referred to as SID, a permanent easement for the right 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 CITY, its successors and assigns, and SID 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 CITY. 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 CITY and SID to use the same for the purposes herein expressed.

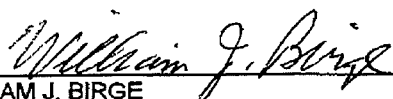
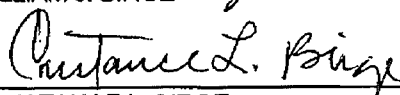
It is further agreed as follows:

- 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 heirs, personal representatives, successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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, personal representatives, successors or assigns.
- 2) That CITY or SID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.
- 4) That CITY or 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.

PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114-3728

- 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 CITY and SID and their assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this permanent 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 CITY or SID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or SID 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 CITY reserves 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 CITY or SID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or SID or their agents or employees, except as are set forth herein (if applicable): **NONE**

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 18 day of March, 2004.

  
 \_\_\_\_\_  
 WILLIAM J. BIRGE  
  
 \_\_\_\_\_  
 CONSTANCE L. BIRGE

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

On this 18 day of March, 2004, before me, the undersigned, a Notary Public in and for said County, personally came WILLIAM J. BIRGE and CONSTANCE L. BIRGE, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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

  
 \_\_\_\_\_  
 Notary Public

My commission expires:



### LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and sewers over that part of the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the east corner common to Lots 582 and 583, PINE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 03°00'39" West (bearings referenced to the Final Plat of PINE CREEK) for 10.00 feet along the east line of said Lot 583;

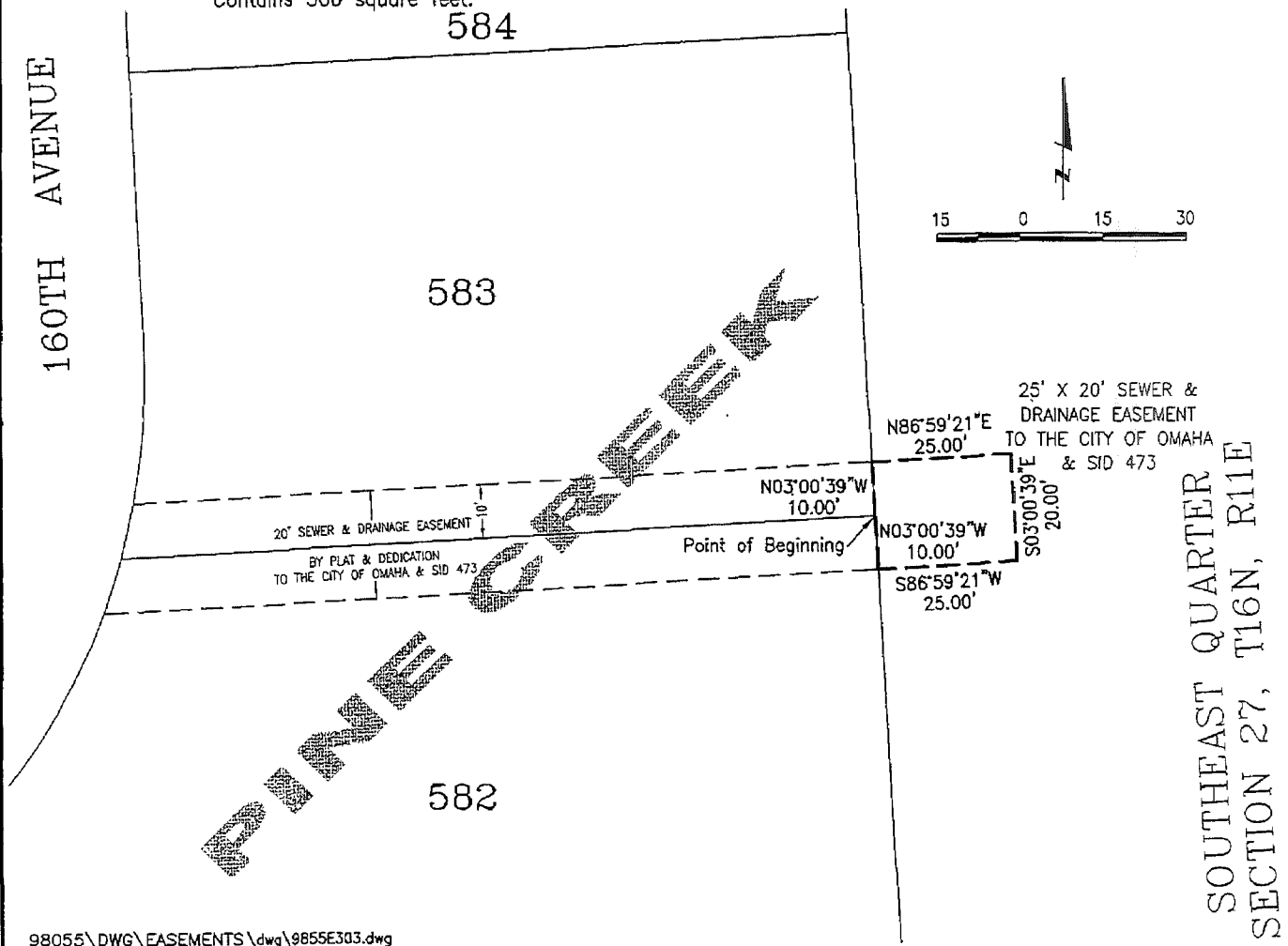
Thence North 86°59'21" East for 25.00 feet;

Thence South 03°00'39" East for 20.00 feet;

Thence South 86°59'21" West for 25.00 feet to the east line of said Lot 582;

Thence North 03°00'39" West for 10.00 feet along said east line to the Point of Beginning.

Contains 500 square feet.



98055\DWG\EASEMENTS\dwg\9855E303.dwg

Book 98055

Page

Date Sept. 17, 2003

Dwn.By JHVD

Job Number 98055.33 \ 040



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

SOUTHEAST QUARTER  
SECTION 27, T16N, R11E