



MISC 2004042606



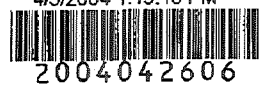
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misc

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BMP 27-16-11 2/0 COMP
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lot west of 633

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/5/2004 1:19:15 PM



2004042606

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **CELEBRITY HOMES, INC.**, a Nebraska corporation, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **Two Hundred Forty-One and no/100 Dollars (\$241.00)**, and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the **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, its 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, its 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.
- 5) That said GRANTOR for itself and its successors and assigns does confirm with the said CITY and SID and their assigns, that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this permanent sewer easement in the

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

manner and form aforesaid, and that it will, and its successors and assigns, 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 23rd day of February, 2004.

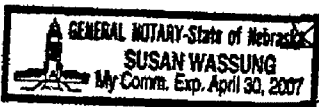
CELEBRITY HOMES, INC., a Nebraska corporation,

By [Signature]
_____, President

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

On this 23rd day of February, 2004, before me, the undersigned, a Notary Public in and for said County, personally came Mark Sassen, President of Celebrity Homes, Inc., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation.

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

My commission expires _____
 [Signature]
Notary Public

LEGAL DESCRIPTION

EXHIBIT A

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

Commencing at the southwest corner of Lot 526, PINE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 02°54'28" East (bearings referenced to the Final Plat of PINE CREEK) for 40.00 feet along the west end of Weber Street to the TRUE POINT OF BEGINNING;

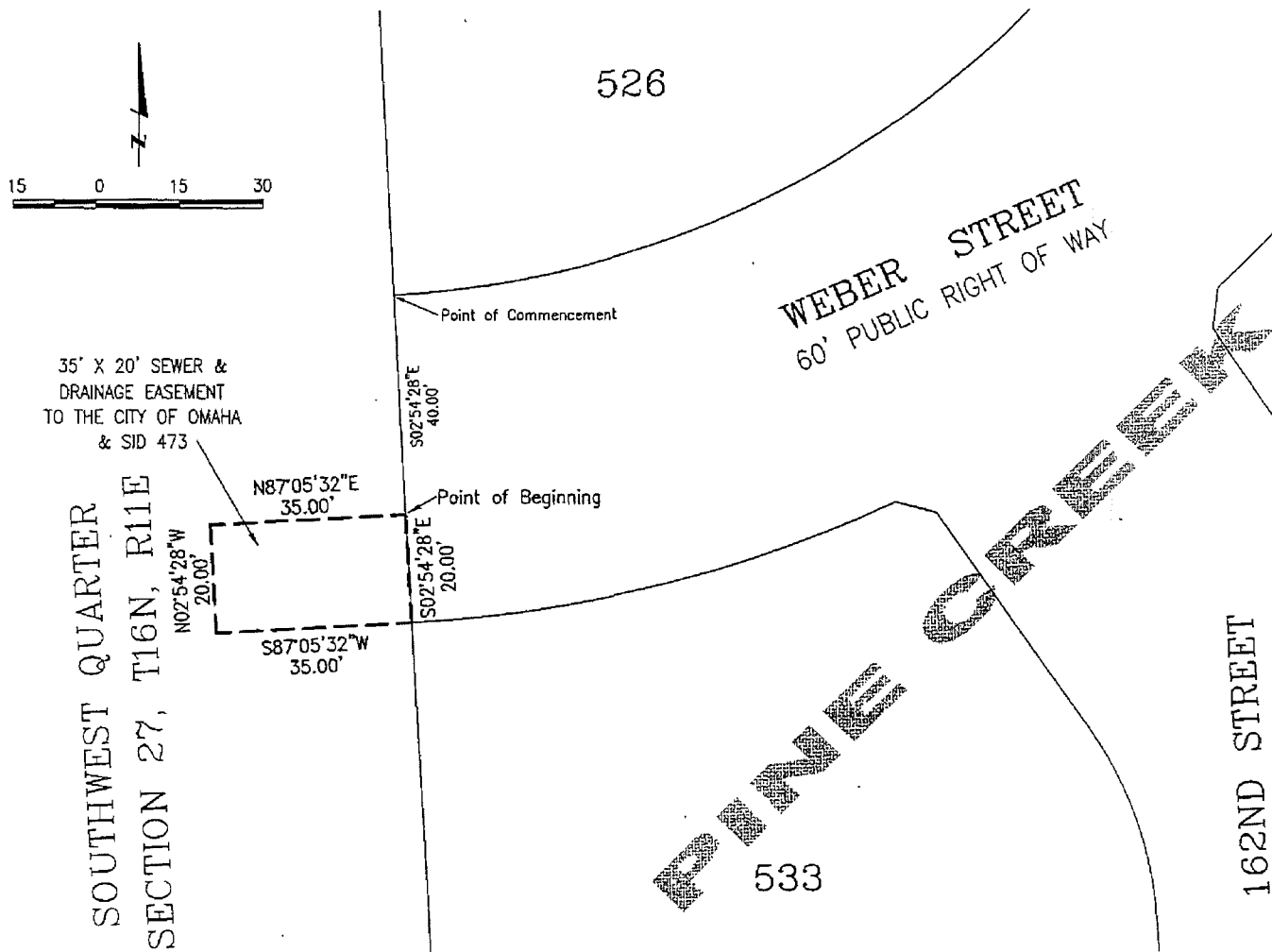
Thence South 02°54'28" East for 20.00 feet along said west end to the Northwest corner of Lot 533;

Thence South 87°05'32" West for 35.00 feet;

Thence North 02°54'28" West for 20.00 feet;

Thence North 87°05'32" East for 35.00 feet to the Point of Beginning.

Contains 700 square feet.



35' X 20' SEWER & DRAINAGE EASEMENT TO THE CITY OF OMAHA & SID 473

SOUTHWEST QUARTER SECTION 27, T16N, R11E

526

WEBER STREET
60' PUBLIC RIGHT OF WAY

PINE CREEK

533

162ND STREET

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Date Oct. 7, 2003

Dwn.By JHVD

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