

ELLIOTT ASSOC  
5316 So 132nd (B137)

PERMANENT DRAINAGE AND STORM SEWER EASEMENT

This Grant of Easement made this 5th day of November, 1993, between Monarch Construction, Inc. hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 367 of Douglas County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

THAT, said Grantor in consideration of the sum of One dollars (\$ 1.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)

2. Grantor does hereby grant and confirm unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating said storm sewer and drainage channel at the will of the SID. The Grantor may following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.

4. That SID will replace or rebuild any and all damage to improvements caused by SID 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 SID.

5. That 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. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.

6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid. This easement runs with the land.

7. That said easement is granted upon the condition that the SID will 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.

8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement this 5th day of November, 1993.

Monarch Const Inc  
GRANTOR  
Carl E Boyd

STATE OF NEBRASKA)

)88

COUNTY OF DOUGLAS)

On this 5th day of November, 1993, before me, a Notary Public in and for said County and State, personally appeared David Boyd, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

Teresa L. Scothorne  
NOTARY PUBLIC



My Commission expires

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

NOTICE: ERROR HAS BEEN FOUND INADVICE AS: Title missing in notary

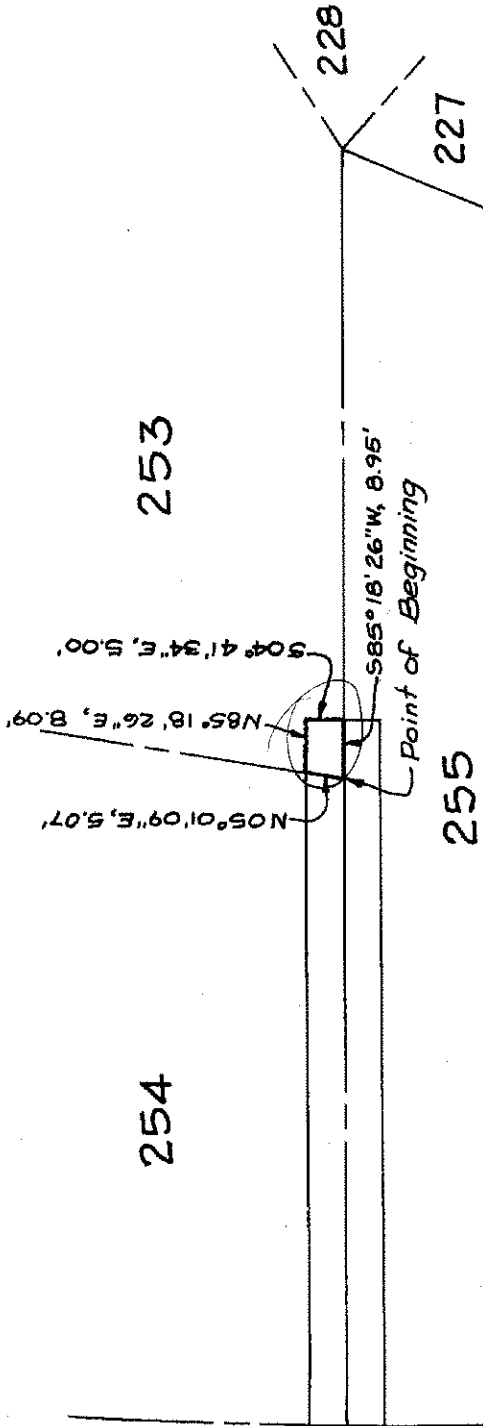
30627 #  
CASH BK 1103 Comp. FB CC-32945.  
TYPE Misc 250-257  
FEE 10.50 OF Misc 251  
Cash #

RECEIVED  
Nov 19 3 06 PM '93  
GEORGE J. BUCKLEY  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

# PERMANENT STORM SEWER EASEMENT LOT 253, THE RIDGES



SCALE: 1"=20'



**LEGAL DESCRIPTION  
PERMANENT STORM SEWER EASEMENT**

A 5.00 foot wide permanent storm sewer easement located in part of Lot 253, The Ridges, a subdivision located in Section 29, Township 15 North, Range 11 East, of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 253, The Ridges, said point also being the Southeast corner of Lot 254, The Ridges; thence N05°01'09"E, (assumed bearing), along the westerly line of said Lot 253, The Ridges, a distance of 5.07 feet; thence N85°18'26"E, a distance of 8.09 feet; thence S04°41'34"W, a distance of 5.00 feet to a point on the south line of said Lot 253, The Ridges; thence S85°18'26"W, along the south line of said Lot 253, The Ridges, a distance of 8.95 feet to the point of beginning.

Said tract of land contains an area of 42 square feet or 0.001 acres more or less.

ELLIOTT & ASSOCIATES  
5316 SOUTH 132ND STREET  
OMAHA, NE 68137

#85063

183RD CIRCLE