



BK 1417 PG 057-058



MISC 2002 00208

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 JAN -4 PM 3:25

RECEIVED

FEE 15.50 FB 01-60000  
 BKP 20-1571 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN R FV \_\_\_\_\_

*misc 3/1*

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARLES C. MYERS FAMILY LIMITED PARTNERSHIP II, a Nebraska limited partnership, hereinafter referred to as GRANTOR, 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. 472 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the installation, maintenance and operation of sanitary sewers, and appurtenances thereto, in, through and under the parcel of land legally described as follows:

*South of Subd*

See Exhibit "A," attached hereto and by this reference incorporated herein ("Easement Area").

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with, upon reasonable prior notice to Grantor, or its successors or assigns, except during initial installation, the right of ingress and egress from the Easement Area for the purpose of installing, inspecting, maintaining and operating said sanitary sewer at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the Easement Area 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:

That no grading, fill or fill material, embankment work, building, or other structures, shall be placed in, on, over or across said Easement Area by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed upon said Easement Area by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said Easement Area, shall be maintained by Grantor, its successors and assigns.

After completion of the initial installation of the sanitary sewers and appurtenances thereto, Grantee shall restore the surface of the Easement Area as nearly as possible to the condition existing prior to such work, and Grantee will exert its best efforts to preserve, or minimize the damage to, existing trees in and immediately adjacent to the Easement Area. Grantee will replace or rebuild any and all damage to allowed improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said sanitary sewer, which shall include re-seeding, if applicable, but shall not include replacement of trees.

It is the intent of the easement for Grantee to construct for its benefit and for the benefit

FULLENKAMP, DOYLE & JOBEUN  
 11440 WEST CENTER ROAD  
 OMAHA, NEBRASKA 68144-4482

*127535*

of the Grantor, a sanitary sewer in the Easement Area. Grantee warrants that said sanitary sewer line 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 the sanitary sewer line 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 the sanitary sewer 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 or maintain the sanitary sewer. Grantee agrees to indemnify, defend and hold Grantor and its successors and assigns harmless of, with respect to and from any and all claims, damages and expenses arising out of or in connection with the construction, reconstruction, operation, repair, use or maintenance of the sanitary sewer and its appurtenances, or arising out of or in connection with Grantee's use of or activities within the Easement Area, except for those claims, damages or expenses which may arise out of Grantor's negligent actions.

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. If the sanitary sewer and appurtenances constructed in the Easement Area cease to be used as a sanitary sewer line for more than six (6) months, this easement shall cease to be used as a sanitary sewer line and neither Grantee nor its successors or assigns shall thereafter have any rights hereunder.

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 31st day of October 2001.

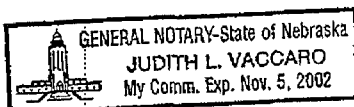
GRANTOR:  
CHARLES C. MYERS FAMILY  
LIMITED PARTNERSHIP II, a  
Nebraska limited partnership,

By Charles C. Myers  
Charles C. Myers, General Partner

STATE OF NEBRASKA     )  
  )     ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, Notary Public in and for said County and State appeared Charles C. Myers, General Partner of the Charles C. Myers Family Limited Partnership II, a Nebraska limited partnership, 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 said limited partnership. WITNESS my hand and Notarial Seal this 31st day of October 2001.

Judith L. Vaccaro  
Notary Public



**LEGAL DESCRIPTION**

A permanent twenty foot (20.00') wide strip easement for construction and maintenance of sanitary sewers over that part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northeast corner of the said Southwest Quarter of the Southeast Quarter of Section 30 which is also an angle point in the south line of Lot 2, SHADOW VIEW 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 78°51'41" West (bearings referenced to the Final Plat of SHADOW VIEW 2ND ADDITION) for 176.35 feet along the south line of Lots 1 and 2, SHADOW VIEW 2ND ADDITION to the TRUE POINT OF BEGINNING; Thence South 33°55'24" East for 130.49 feet; Thence South 18°36'18" East for 300.71 feet; Thence South 25°52'13" East for 60.18 feet to a point in the east line of the Southwest Quarter of the Southeast Quarter of Section 30 falling 482.00 feet from the Point of Commencement; Thence South 02°36'54" East for 50.65 feet along the said east line of the Southwest Quarter of the Southeast Quarter of Section 30; Thence North 25°52'13" West for 107.99 feet parallel with and 20.00 feet west of the penultimate line; Thence North 18°36'18" West for 299.29 feet; Thence North 33°55'24" West for 136.20 feet to the south end of S. H.W.S. Cleveland Boulevard as dedicated in the Final Plat of Phase One of SHADOW VIEW 2ND ADDITION; Thence North 78°51'41" East for 21.69 feet along said south line to the Point of Beginning. Contains 0.238 acre.

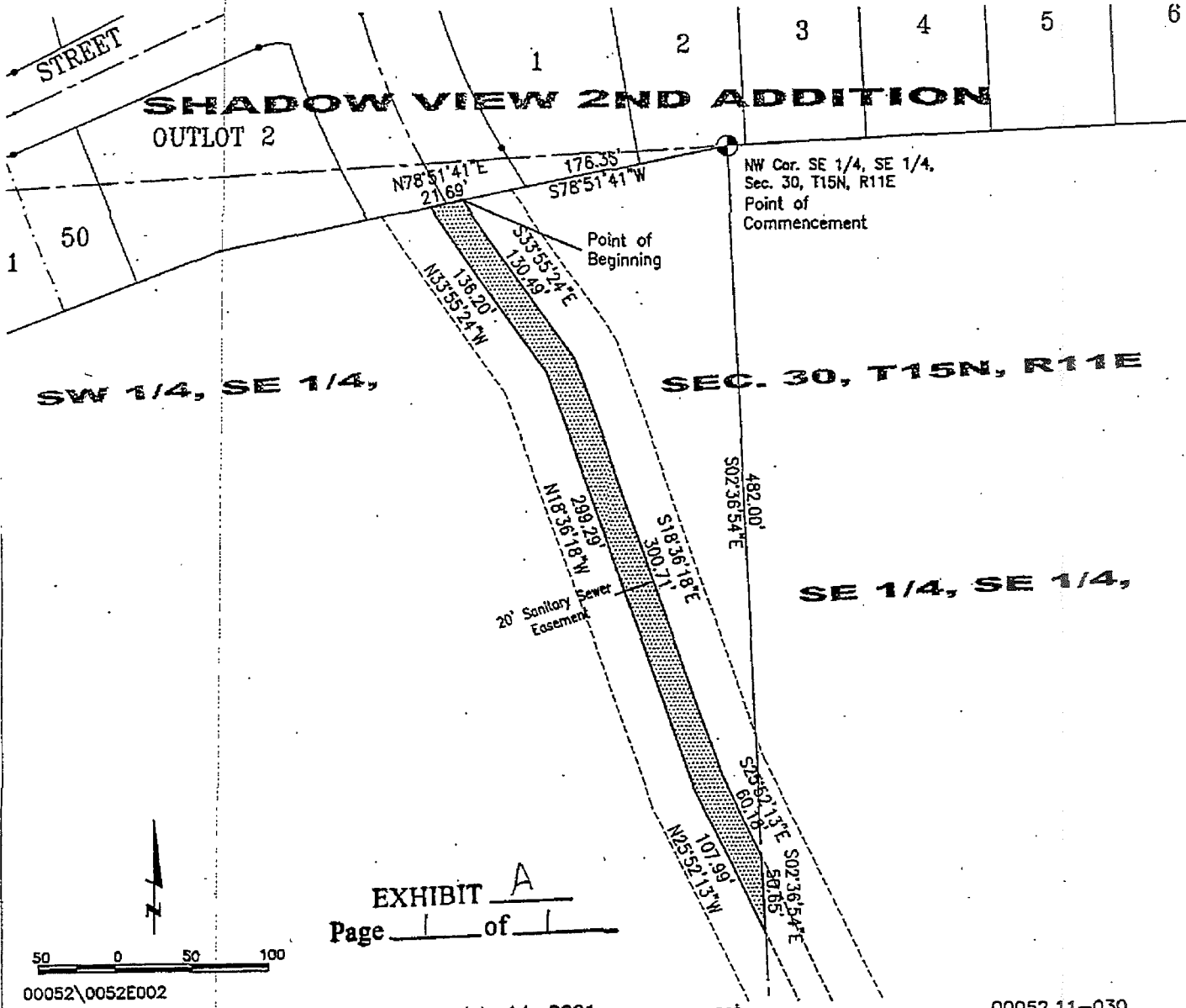


EXHIBIT A  
Page 1 of 1

00052\0052E002  
Book \_\_\_\_\_ Page \_\_\_\_\_ Date July 14, 2001 Dwn.By aet Job Number 00052.11-030

**lamp, rynearson & associates, inc.**  
engineers                      surveyors                      planners

14710 west dodge road, suite 100  
omaha, nebraska 68154-2029

ph 402-498-2498  
fax 402-498-2730