



BK 1355 PG 697-700



MISC 2000 14369

Affects Lots  
112-132  
Spring brook

RICHARD H TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 OCT 23 PM 2: 57

RECEIVED

**PERMANENT SEWER EASEMENT**  
(INDIVIDUAL and/or PARTNERSHIP)

MISC  
FEE 20.50 FB  
BKP C/D COMP  
DEL SCAN *ds* FV

KNOW ALL MEN BY THESE PRESENTS:

THAT ARTHUR R. CAMENZIND AND LUANNA R. CAMENZIND, HUSBAND AND WIFE, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of THREE THOUSAND EIGHT HUNDRED AND EIGHTY-FIVE and no/100 Dollars (\$3,885.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, and SANITARY AND IMPROVEMENT DISTRICT NO. 452 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE (whether one or more), and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"**  
**PERMANENT EASEMENT LEGAL DESCRIPTION**

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 constructing, inspecting, maintaining or operating, repairing or replacing said Sewer at the will of the GRANTEE. 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 GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE 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 heirs, successors or assigns.
2. That GRANTEE may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

Gairnes, Pansing & Hogan  
10050 Regency Circle, Ste. 200  
Omaha, Nebraska 68114

✓ 1893  
✓ 1894

- 4. That GRANTEE 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 GRANTEE and any of said construction and work.
- 5. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 6. That said easement is granted upon the condition that the GRANTEE 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.
- 7. The GRANTEE reserves the absolute right to terminate this easement at any time prior to the payment of the above stated consideration, but in no event later than 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 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 are set forth herein.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this  
17th day of October A.D., 2000

**INDIVIDUAL and/or PARTNERSHIP**

Arthur R Camenzind  
Luanne R Camenzind

\_\_\_\_\_  
 \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

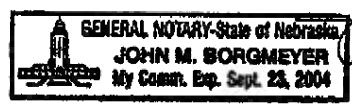
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 17th day of OCTOBER, 2000, before me, a Notary Public in and for said County, personally came the above named:

Arthur R. Camenzind and Luanna R. Camenzind

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.



John M. Borgmeyer  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

# EXHIBIT "A"

## PERMANENT SEWER EASEMENT

A 20 FT. STRIP OF LAND FOR SANITARY SEWER EASEMENT PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 10 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4; L THENCE S 89°58'02" E (ASSUMED BEARING), 850.02 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 54.97 FT.; THENCE S 89°40'06" W, 125.70 FT.; THENCE N 18°56'58" E, 276.56 FT.; THENCE N 52°37'11" E, 319.67 FT.; THENCE N 35°51'47" E, 156.47 FT.; THENCE N 04°59'43" E, 299.02 FT.; THENCE N 05°10'37" W, 160.99 FT.; THENCE N 04°11'51" E, 120.00 FT.; THENCE N 00°04'19" W, 107.56 FT. TO A POINT ON THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 0.74 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.

## TEMPORARY CONSTRUCTION EASEMENT

A 40 FT. STRIP OF LAND FOR CONSTRUCTION PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 20 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4; L THENCE S 89°58'02" E (ASSUMED BEARING), 881.10 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 84.22 FT.; THENCE N 89°55'33" W, 122.71 FT.; THENCE N 18°56'58" E, 226.42 FT.; THENCE N 52°37'11" E, 315.01 FT.; THENCE N 35°51'47" E, 169.17 FT.; THENCE N 04°59'43" E, 309.98 FT.; THENCE N 05°10'37" W, 161.20 FT.; THENCE N 04°11'51" E, 118.66 FT.; THENCE N 00°04'19" W, 108.62 FT. TO THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 1.48 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.