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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Project No. _____
 Tract No. _____
 Address: _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT LOGEMAN LIMITED PARTNERSHIP ONE, hereinafter referred to as GRANTOR, for and in consideration of the sum of Eight Thousand Seven Hundred and no/100 Dollars (\$8,700.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 424 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary outfall sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. 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 CITY to use the same for the purposes herein expressed.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, its successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sewer line installed and maintained by Grantee under the terms of this Easement at no expense whatsoever. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Douglas County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever. Grantor acknowledges that the conditions, terms and connection fees in connection with this easement shall be subject to the then current rules and regulations of the City of Omaha over which SID #424 has no control.

It is further agreed as follows:

1. 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, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY 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 CITY.
4. That the CITY 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 contractof, agent, employee, or representative of the CITY and any of said construction work.
5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and 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 easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said

GAINES, MULLEN, PANSING &
 HOGAN
 10050 REGENCY CIRCLE, SUITE 200
 OMAHA, NEBRASKA 68114

4235 B
 FEE 20.50 FB CD1-10000000
 BKP 35-116-11 C/O COMP 283
 DEL _____ SCAN DR FV _____

CITY 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 CITY 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 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 its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 10th day of March, 1999.

LOGEMAN LIMITED PARTNERSHIP ONE, a Nebraska Limited partnership,

By Harry Logeman
 Title General Partner

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

On this 10th day of March, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Harry Logeman, General Partner of LOGEMAN LIMITED PARTNERSHIP ONE, a Nebraska limited partnership, to me personally known to be the General Partner of said partnership and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be its voluntary act and deed as such officer and the voluntary act and deed of said partnership.

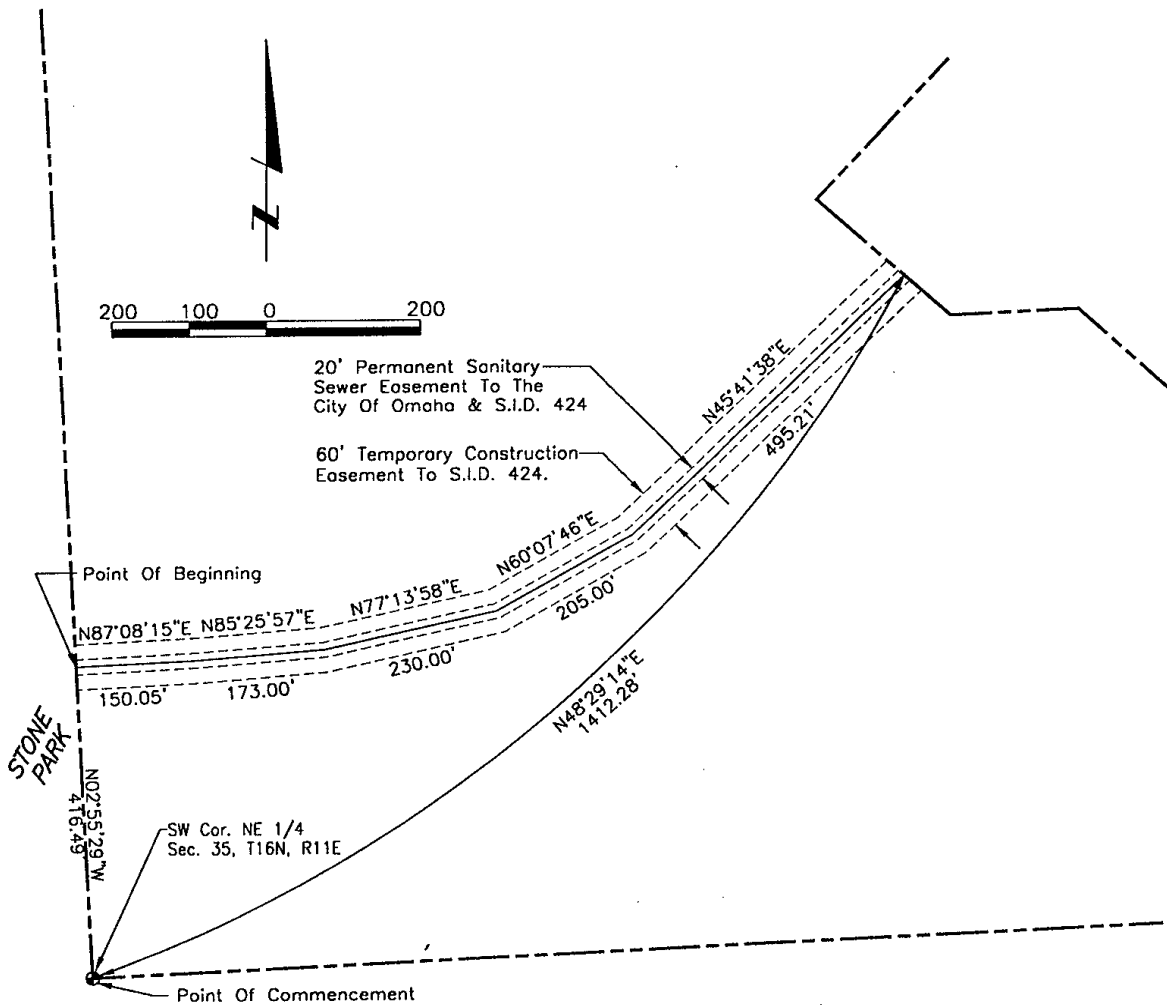
WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written.



Jeffrey B. Farnham
 Notary Public

My commission expires: _____

EXHIBIT A



97010001.DWG

Book _____ Page _____ Date Oct. 15, 1998 Dwn.By EJK Job Number 97046.11-033


lamp, ryneason & associates, inc.
 engineers surveyors planners
 14710 west dodge road, suite 100
 omaha, nebraska 68154-2029
 ph 402-498-2498
 fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Northeast Quarter of Section 35;
Thence North 02°55'29" West (bearings referenced to the Final Plat of STONE PARK) for 416.49 feet along the west line of the said Northeast Quarter of Section 35 to the centerline of said twenty foot strip easement and the TRUE POINT OF BEGINNING;
Thence North 87°08'15" East for 150.05 feet along said centerline;
Thence North 85°25'57" East for 173.00 feet along said centerline;
Thence North 77°13'58" East for 230.00 feet along said centerline;
Thence North 60°07'46" East for 205.00 feet along said centerline;
Thence North 45°41'38" East for 495.21 feet along said centerline to the POINT OF TERMINUS.

Said Point of Terminus lies North 48°29'14" East for 1412.28 feet from the southwest corner of the said Northeast Quarter of Section 35. Contains 0.58 ac.

SW NE

LEGAL DESCRIPTION

A temporary sixty foot (60') strip easement for the construction of sanitary sewers over that part of the Northeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Northeast Quarter of Section 35;
Thence North 02°55'29" West (bearings referenced to the Final Plat of STONE PARK) for 416.49 feet along the west line of the said Northeast Quarter of Section 35 to the centerline of said sixty foot strip easement and the TRUE POINT OF BEGINNING;
Thence North 87°08'15" East for 150.05 feet along said centerline;
Thence North 85°25'57" East for 173.00 feet along said centerline;
Thence North 77°13'58" East for 230.00 feet along said centerline;
Thence North 60°07'46" East for 205.00 feet along said centerline;
Thence North 45°41'38" East for 495.21 feet along said centerline to the POINT OF TERMINUS.

Said Point of Terminus lies North 48°29'14" East for 1412.28 feet from the southwest corner of the said Northeast Quarter of Section 35. Contains 1.73 ac.

SW NE

October 26, 1998

LAMP, RYNEARSON & ASSOCIATES, INC.

97001

(Sanitary Sewer Easement over NE 1/4, 35-16-11)