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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 Nine Hundred and no/100 Dollars (\$900.00), 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 storm 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 contractor, 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 CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

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

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EXHIBIT A

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and 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:

Beginning at the southeast corner of Lot 306, STONE PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

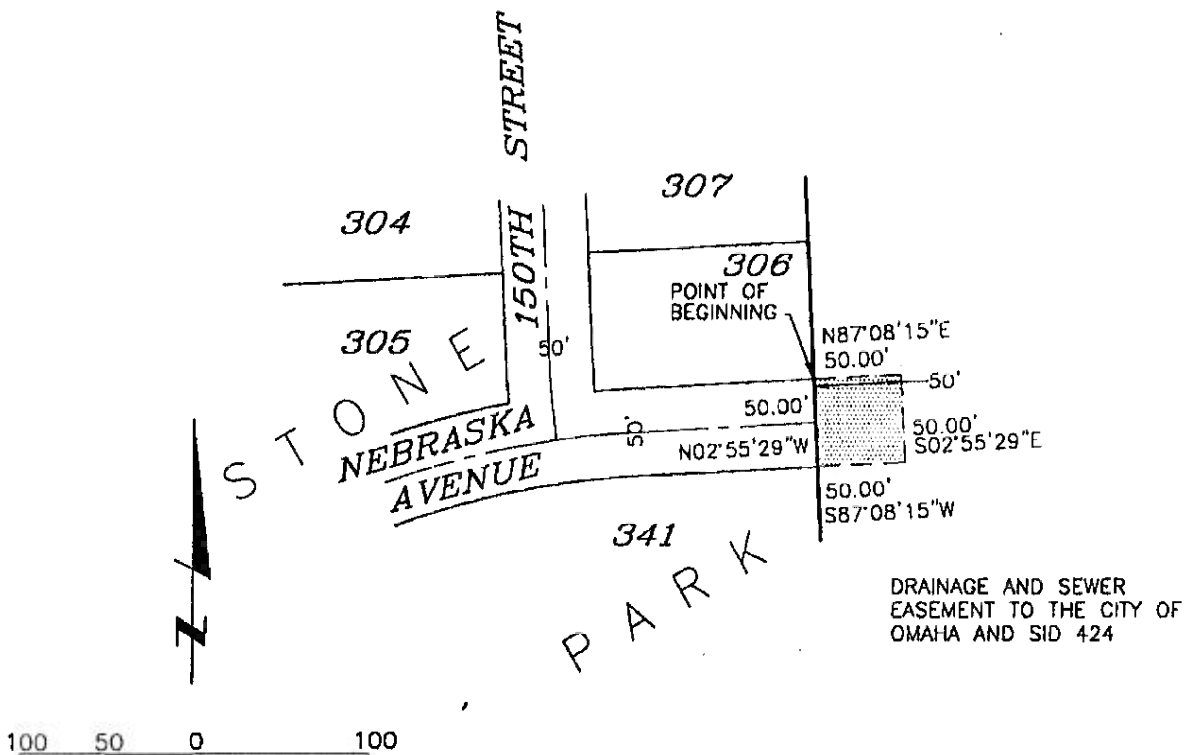
Thence North 87°08'15" East (bearings referenced to the Final Plot of STONE PARK) along the extended north line of Nebraska Avenue as dedicated in STONE PARK for 50.00 feet;

Thence South 02°55'29" East for 50.00 feet parallel with and 50.00 feet east of the said east line of Nebraska Avenue;

Thence South 87°08'15" West for 50.00 feet to the northeast corner of Lot 341, STONE PARK;

Thence North 02°55'29" West for 50.00 feet to the Point of Beginning.

Contains 2500 square feet.



DRAINAGE AND SEWER
EASEMENT TO THE CITY OF
OMAHA AND SID 424

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Book _____ Page _____ Date Oct. 1, 1998 Dwn.By AET Job Number 97046.11-030

lamp, rynearson & associates, inc.
engineers surveyors planners

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omaha, nebraska 68154-2028

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