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JUN 14 10 10 AM '95

GEORGE J. GUSLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

6208 3-15-11 0-6008^{11/8}

FEE	20 ⁵⁰	R	
DEL.		C/O	
LEGAL PG	106	SCANNED	FV

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

1148 114 MISC

05671 95 114-118

REFILED
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MAY 31 3 42 PM '95

GEORGE J. HUGLIERICZ
REGISTERED PROFESSIONAL
DOUGLAS COUNTY, NEBRASKA

REFILED

REFILED

RERECORDED TO CORRECT LEGAL DESCRIPTION

Project No. _____
Tract No. 5671 H
Address: N/A

FEE 15.50 3-15-11 FB 01608 m8

PERMANENT SEWER EASEMENT

REFILED 11/11/00 COMP 7/0
LEGAL PG 116 SCAN W FV W

KNOW ALL MEN BY THESE PRESENTS:

THAT JOHN R. HOUSLEY and CARMEN K. HOUSLEY, husband and wife, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 375 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, 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 storm sewers and drainage 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.

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 themselves and their heirs, devisees, personal representatives, 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 they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their heirs, devisees, personal representatives, 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.
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 their hands this 27th day of May, 1995.

John R. Housley
JOHN R. HOUSLEY

Carmen K. Housley
CARMEN K. HOUSLEY

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

On this 27 day of May, 1995, before me, the undersigned, a Notary Public in and for said County, personally came JOHN R. HOUSLEY and CARMEN K. HOUSLEY, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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



D.M. Murphy
Notary Public

My commission expires: _____

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT A

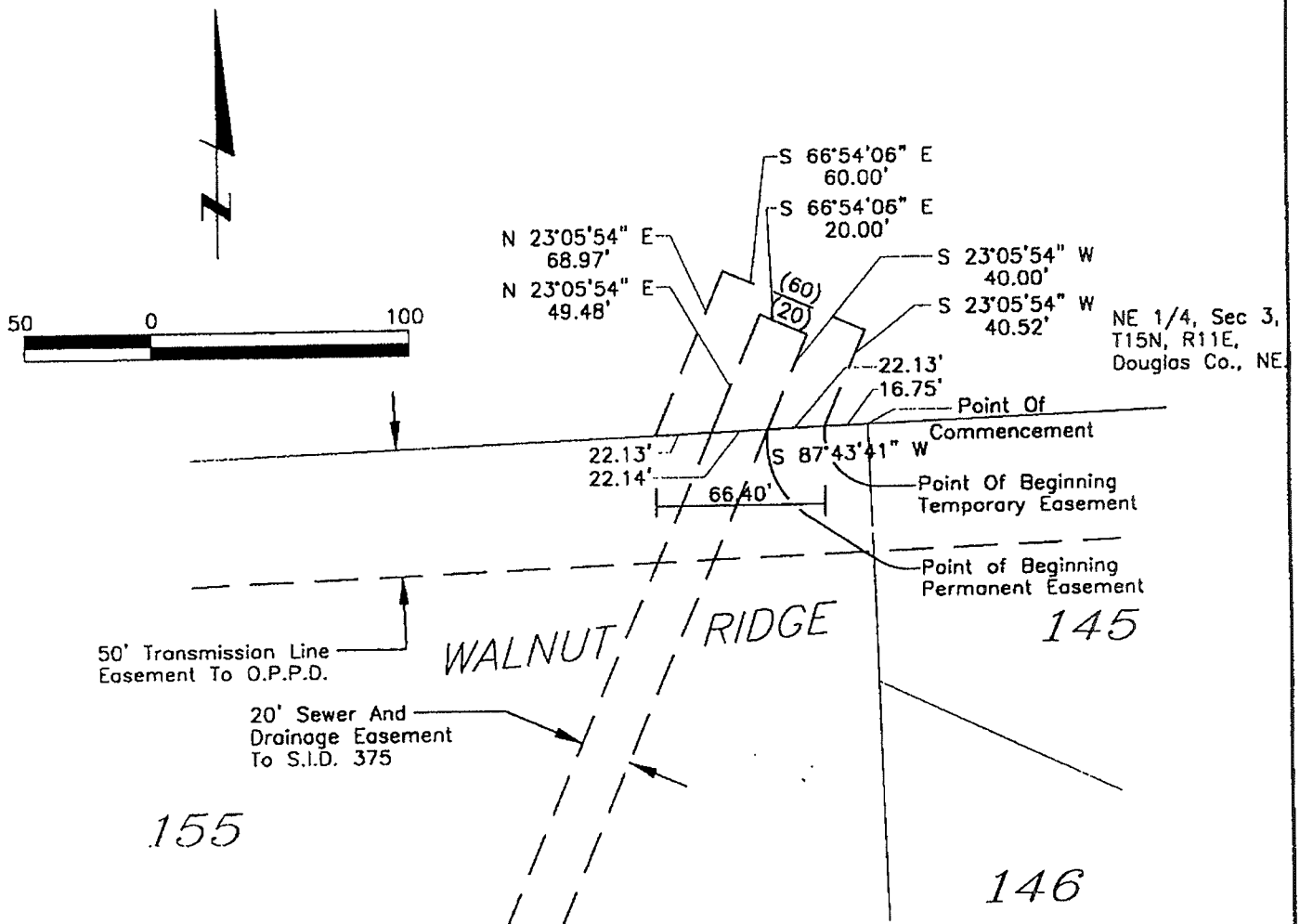
LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of storm sewers and drainage ways over that part of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northwest corner of Lot 145, WALNUT RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 87°43'41" West (bearings referenced to the WALNUT RIDGE Final Plat) for 38.88 feet along the north line of said subdivision to the TRUE POINT OF BEGINNING; Thence continuing South 87°43'41" West for 22.14 feet along the north line of Lot 155, WALNUT RIDGE; Thence North 23°05'54" East for 49.48 feet; Thence South 66°54'06" East for 20.00 feet; Thence South 23°05'54" West for 40.00 feet to the Point of Beginning. Contains 895 square feet.

LEGAL DESCRIPTION

SENE

A temporary easement for the construction of storm sewers and drainage ways over that part of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northwest corner of Lot 145, WALNUT RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 87°43'41" West (bearings referenced to the WALNUT RIDGE Final Plat) for 16.75 feet along the north line of Lot 155, WALNUT RIDGE to the TRUE POINT OF BEGINNING; Thence South 87°43'41" West for 66.40 feet along the north line of Lot 155, WALNUT RIDGE; Thence North 23°05'54" East for 68.97 feet; Thence North 66°54'06" East for 60.00 feet; Thence South 23°05'54" West for 40.52 feet to the Point of Beginning. Contains 3285 square feet.



Book _____ Page _____ Date 2/24/95 Job Number 92923-2511



lamp, rynearson & associates, inc.
engineers surveyors planners

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omaha, nebraska 68154-1979

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FAX 402-496-2730