

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



RECEIVED

JUN 29 12 41 PM '95

GEORGE J. GUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

in Street.

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

PERMANENT SEWER EASEMENT

B 6861
FEE *15.50* *3-15-11* *01-60000*
DEL. _____
LEGAL PG _____

KNOW ALL MEN BY THESE PRESENTS:

THAT JAJO LAND COMPANY, INC., a Nebraska corporation, hereinafter 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, a non-exclusive 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 agrees 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, which approval shall not be unreasonably withheld. Improvements which may be approved by CITY include landscaping or road, storm sewer connection or extension, street or parking area surfacing or pavement. Improvements and any trees, grass or shrubbery placed on said easement by GRANTOR 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 subject to prior written approval of GRANTOR, which shall not be unreasonably withheld.
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 within the easement strip will not be compensated for by CITY.
4. That 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, and shall properly protect against erosion within the easement area and the area adjacent thereto. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY in any of said construction work or maintenance.
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 claiming through GRANTOR, except as against easements, covenants and restrictions now of record. 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 and trees within the easement area as necessary for construction.

7. The CITY shall at all times construct, operate and maintain in a good, safe and workmanlike manner its storm sewers and drainage and appurtenances thereto and shall indemnify and hold harmless the GRANTOR for any loss, damage or injury resulting from the CITY's failure to timely do so.

8. 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. The GRANTOR shall have the right to connect to the CITY's storm sewer within the easement area and to extend the same onto GRANTOR's land at GRANTOR's cost, provided GRANTOR shall not be liable to CITY for any connection fee or other compensation with respect thereto, at which time GRANTOR may terminate this easement.

9. 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 16TH day of JUNE, 1995.

JAJO LAND COMPANY, INC., a Nebraska corporation,

By: John E. North
Title: Pres

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 16TH day of JUNE, 1995, before me, the undersigned, a Notary Public in and for said County, personally came JOHN E. NORTH, PRESIDENT of JAJO LAND COMPANY, INC., a Nebraska corporation, to me personally known to be the PRESIDENT of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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

Mary O. Bond
Notary Public



My commission expires:

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Exhibit "A"
LEGAL DESCRIPTION

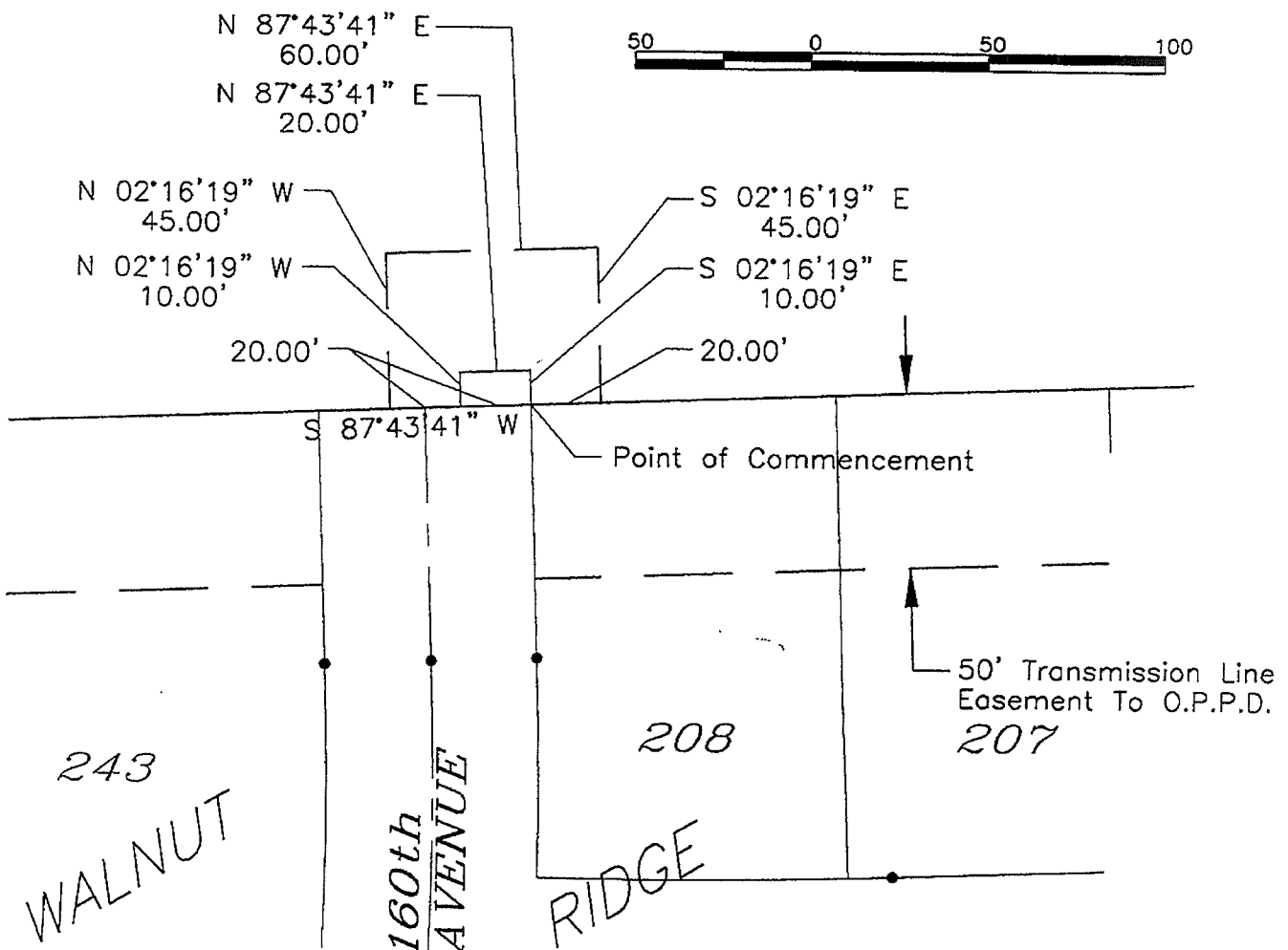
SE 1/4 NE 1/4

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: Beginning at the northwest corner of Lot 208, 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 20.00 feet along the north line of said subdivision; Thence North 02°16'19" West for 10.00 feet; Thence North 87°43'41" East for 20.00 feet parallel with and 10.00 feet north of the north line of WALNUT RIDGE; Thence South 02°16'19" East for 10.00 feet to the Point of Beginning. Contains 200 square feet.

LEGAL DESCRIPTION

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: Beginning at the northwest corner of Lot 208, 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 40.00 feet along the north line of WALNUT RIDGE; Thence North 02°16'19" West for 45.00 feet; Thence North 87°43'41" East for 60.00 feet parallel with and 45.00 feet north of the north line of WALNUT RIDGE; Thence South 02°16'19" East for 45.00 feet; Thence South 87°43'41" West for 20.00 feet to the Point of Beginning. Contains 2700 square feet.

SE Cor.
NE 1/4, Sec 3,
T15N, R11E,
Douglas Co., NE.



Book _____ Page _____

Date 6/8/95

Job Number 92923-2511



lamp, rynearson & associates, inc.
engineers surveyors planners

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omaha, nebraska 68154-1979

402-498-2498
FAX 402-498-2730