



1295 658 MISC



08523 99 658-661

Nebr Doc Stamp Tax
Date
\$
By

East of us.

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUN -7 AM 11:22

RECEIVED

Project No. _____
 Tract No. _____
 Address: N/A A 08523 01-60000 UP
 FEE 20.00 FB _____
 BKP 3-15-11 C/O _____ COMP _____
 DEL _____ SCAN dc FV _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT JAJO LAND COMPANY, a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Six Thousand Six Hundred and no/100 Dollars (\$6,600.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 427 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 nonexclusive easement for the right to construct, maintain and operate sanitary outfall sewers 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, which approval shall not be unreasonably withheld. 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 by GRANTOR shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer system within the permanent easement area described above, subject to prior written approval of GRANTOR, not to 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 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 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 engaged in 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, 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.

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

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. The GRANTOR shall have the right to connect to the CITY's sanitary outfall sewers within the easement area and to extend the same onto GRANTOR's land at GRANTOR's cost.

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.

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

10. GRANTOR reserves the right to relocate the CITY's sanitary outfall sewer and appurtenances at GRANTOR's sole expense in order to better accommodate development or other use of GRANTOR's land, provided such relocation shall be performed in a good and workmanlike manner without impairing, interrupting or reducing the capacity or flow of the CITY's sewer.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 3rd day of June, 1999.

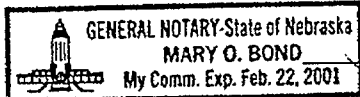
JAJO LAND COMPANY, a Nebraska corporation,

By John E. North
Title President

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

On this 3rd day of June, 1999, before me, the undersigned, a Notary Public in and for said County, personally came John E. North, President of JAJO LAND COMPANY, 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:

3

EXHIBIT A

LEGAL DESCRIPTION

A permanent easement over that part of the Northwest Quarter 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 the said Northwest Quarter of the Northeast Quarter of Section 3;

Thence North 87°15'25" East (bearings referenced to the Nebraska State Plane System) for 803.26 feet along the north line of the said Northwest Quarter of the Northeast Quarter of Section 3 to the TRUE POINT OF BEGINNING;

Thence North 87°15'25" East for 20.00 feet along the north line of the said Northwest Quarter of the Northeast Quarter of Section 3;

Thence South 02°44'35" East for 54.12 feet;

Thence South 14°05'37" East for 226.35 feet;

Thence South 28°14'31" East for 217.72 feet;

Thence South 46°39'13" East for 320.02 feet;

Thence South 77°20'40" East for 134.00 feet to the east line of the Northwest Quarter of the Northeast Quarter of Section 3;

Thence South 02°15'53" East for 20.70 feet along said east line;

Thence North 77°20'40" West for 144.82 feet;

Thence North 46°39'13" West for 328.75 feet;

Thence North 28°14'31" West for 223.45 feet;

Thence North 14°05'37" West for 230.82 feet;

Thence North 02°44'35" West for 56.11 feet to the Point of Beginning.

Contains 0.44 acres.

January 8, 1999

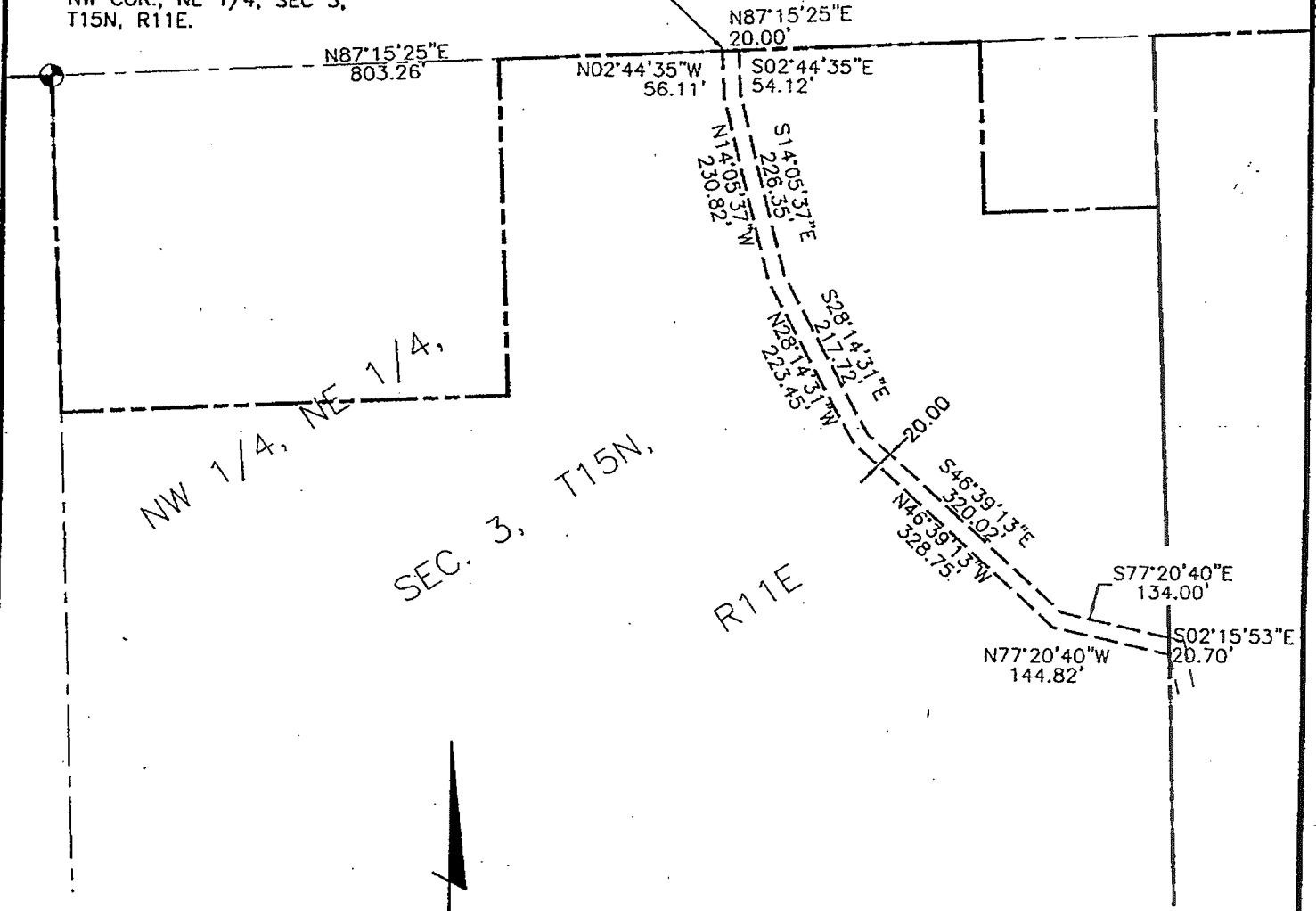
LAMP, RYNEARSON & ASSOCIATES, INC.

97045.11 033

(Stone Creek Outfall in E2, NW4, 3-15-11 E013)

POINT OF COMMENCEMENT
NW COR., NE 1/4, SEC 3,
T15N, R11E.

POINT OF BEGINNING



NW 1/4, NE 1/4,

SEC. 3, T15N,

R11E



98004\9804E114

Book _____ Page _____ Date Dec. 10, 1998 Dwn.By WJD Job Number 97045.11-033



lamp, rynearson & associates, inc.

engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68164-2029

ph 402-496-2498
fax 402-496-2730

