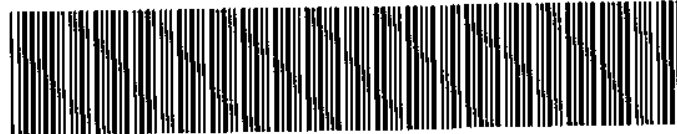


BK 1462 PG 528-532



MISC 2002 22463

WALTER K. TARDY  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

02 SEP 20 AM 11:50

RECEIVED

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT **APOLLO BUILDING CORP., a Nebraska corporation**, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the **City of Omaha, Nebraska, a municipal corporation**, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under, but not over, the parcel of land described as follows, to-wit:

**SEE EXHIBITS A, B, and C ATTACHED HERETO  
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto 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 sewers, drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying 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 buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, or its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, or its successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and any of said construction and work.
- 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.
- 5) That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and their assigns, 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 permanent sewer

Return to TD<sup>2</sup>  
10836 OLD MILL RD.  
OMAHA, NE 68154

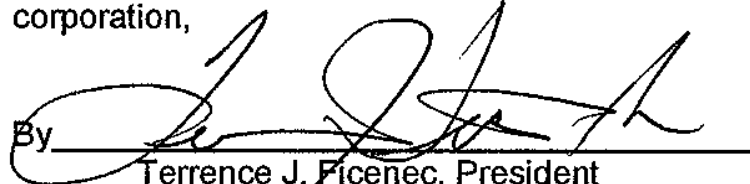
REC 26.80 FB  
 CO COMP  
 SCAN 2 FV

easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.

- 6) That said permanent sewer 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 permanent 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable): **\*\*NONE\*\***

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 10<sup>th</sup> day of SEPTEMBER, 2002.

APOLLO BUILDING CORP., a Nebraska corporation,

By   
Terrence J. Ficenec, President

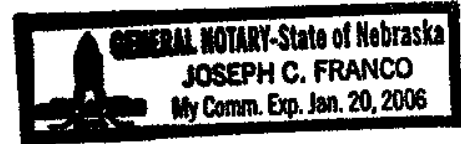
STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF DOUGLAS        )

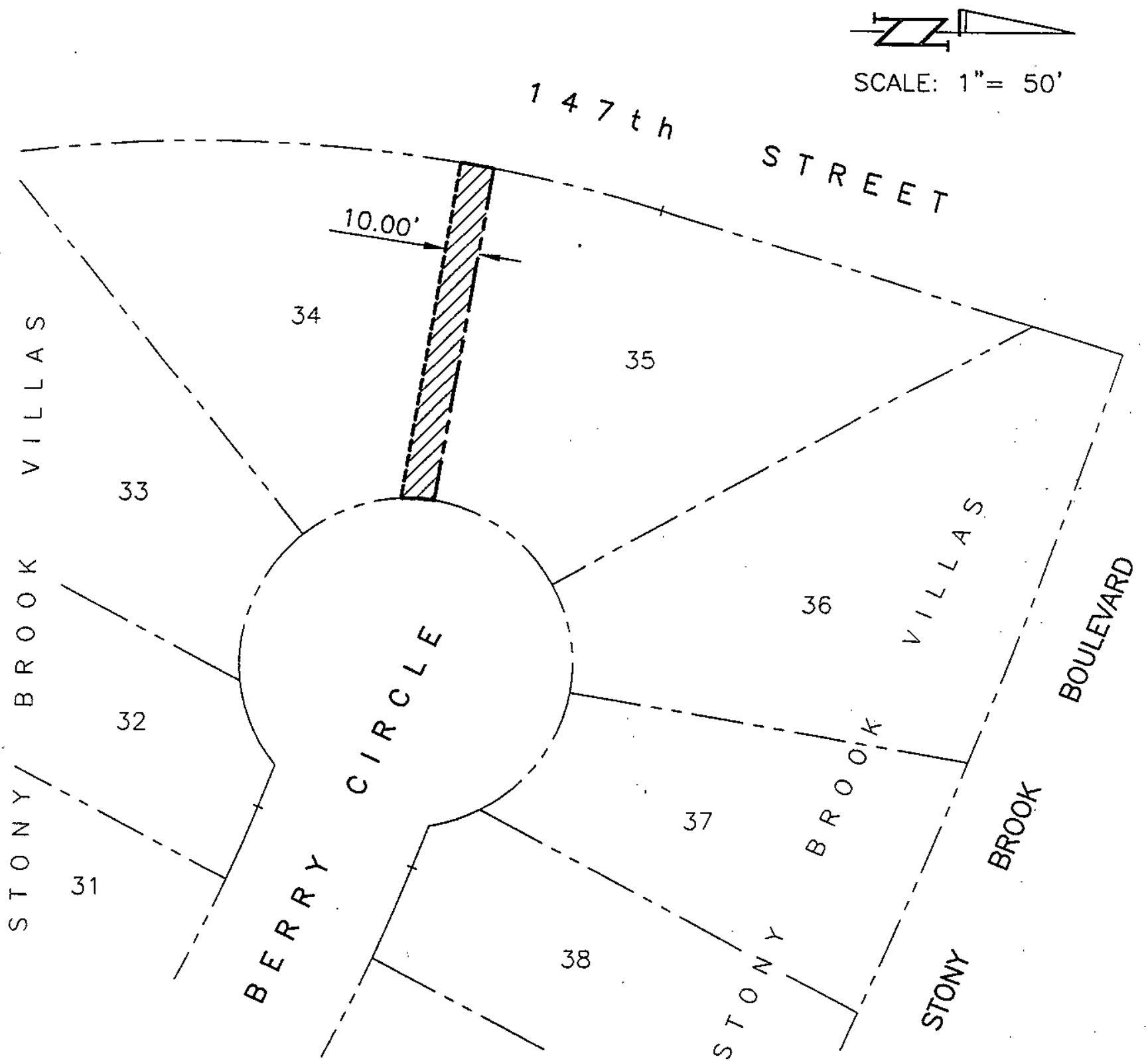
On this 10<sup>th</sup> day of SEPTEMBER, 2002, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Terrence J. Ficenec, President of APOLLO BUILDING CORP., a Nebraska corporation, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed as President of the corporation.

WITNESS my hand and notarial seal on the day and year last above written.

  
Notary Public

My commission expires the 20<sup>th</sup> day of JANUARY, 2006



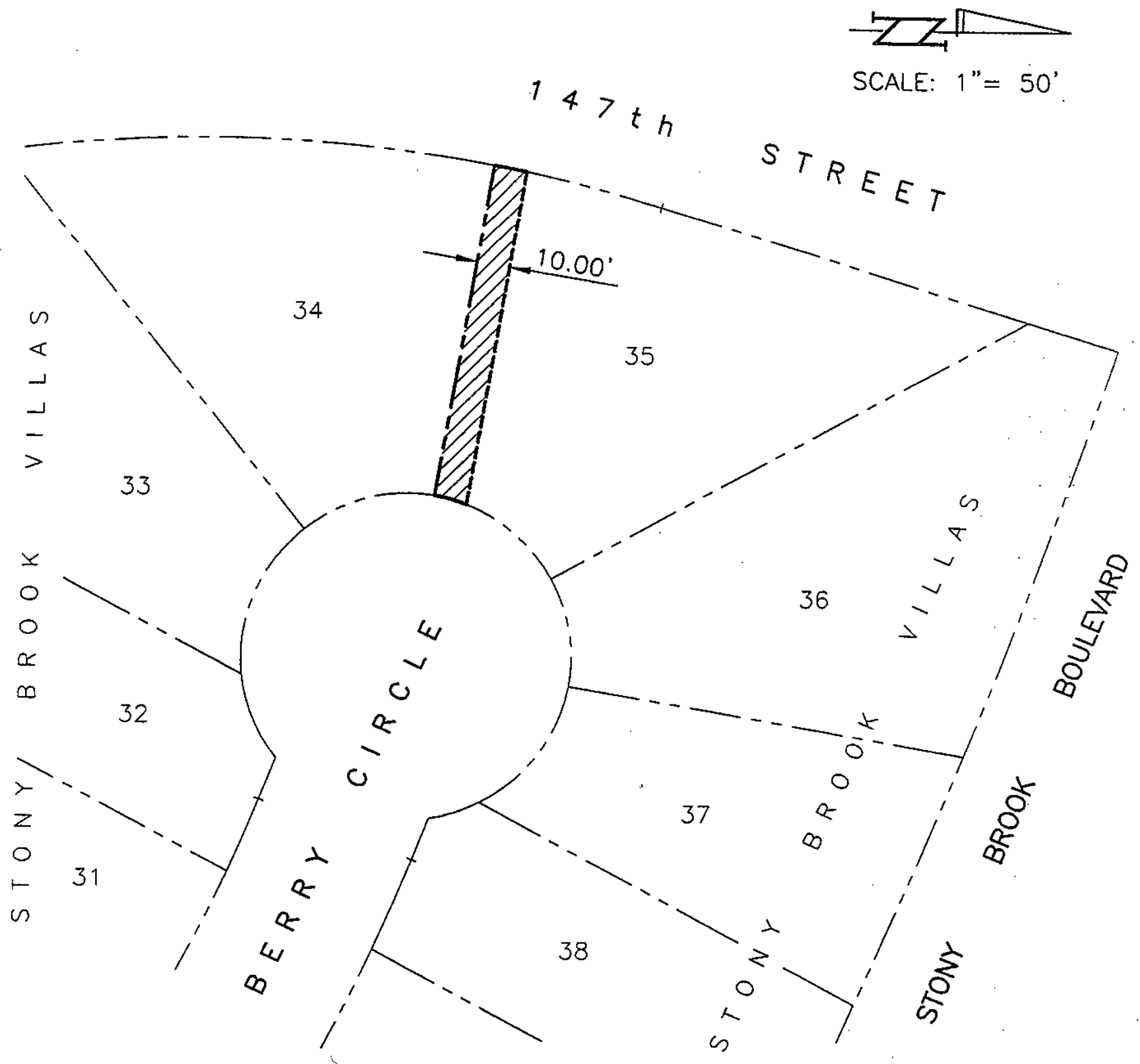


**LEGAL DESCRIPTION**

THE NORTHERLY 10.00 FEET IN WIDTH OF LOT 34, STONY BROOK VILLAS,  
 A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

**EXHIBIT A**

APOLLO BUILDING CORPORATION      TD2 FILE NO.: 131-136-EL      DATE: SEPT. 6, 2002  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

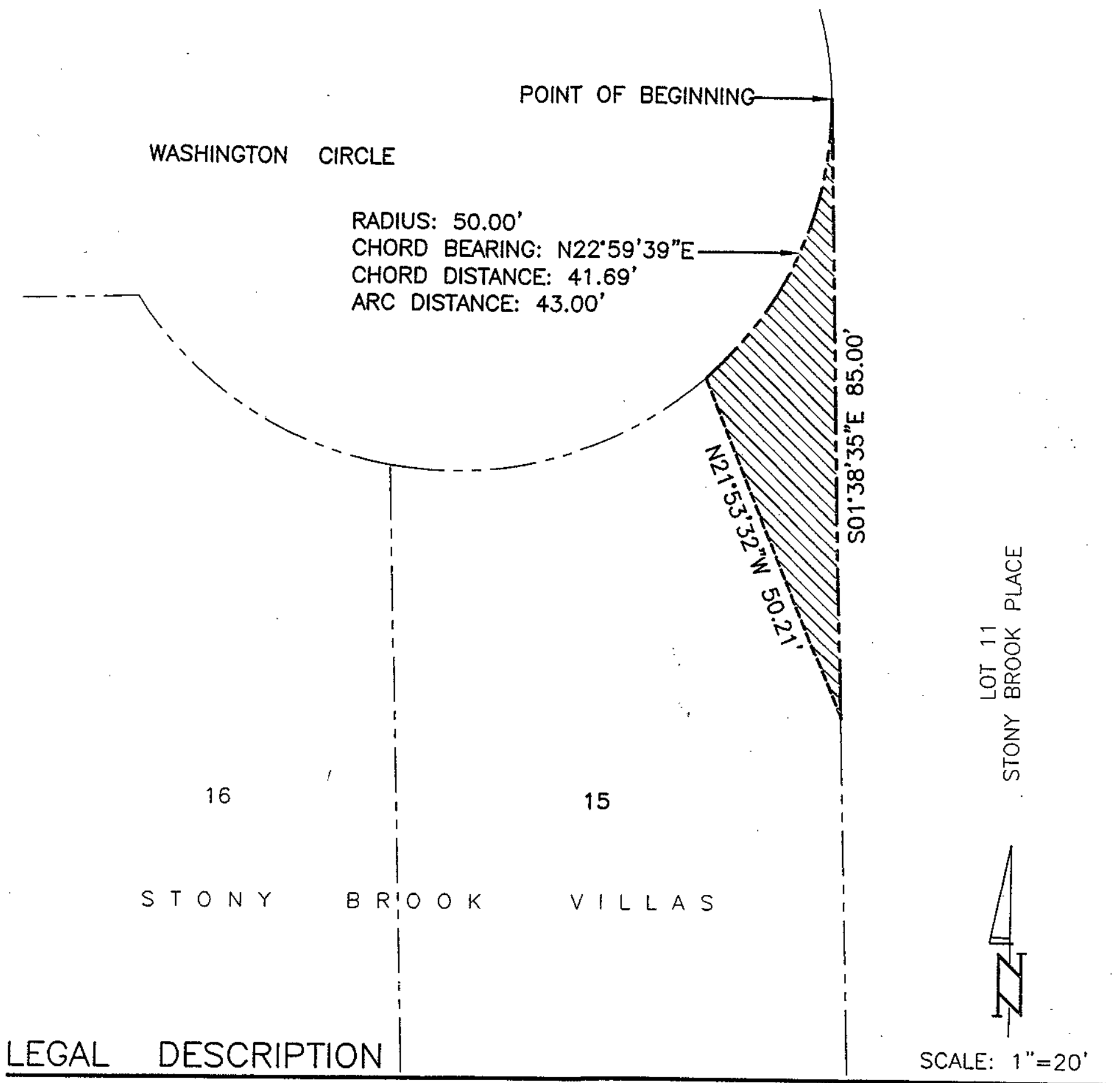


**LEGAL DESCRIPTION**

THE SOUTHERLY 10.00 FEET IN WIDTH OF LOT 35, STONY BROOK VILLAS,  
 A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

**EXHIBIT B**

APOLLO BUILDING CORPORATION      TD2 FILE NO.: 131-136-EL1      DATE: SEPT. 6, 2002  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



THAT PART OF LOT 15, STONY BROOK VILLAS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NE CORNER OF SAID LOT 15;  
 THENCE S01°38'35"E (ASSUMED BEARING) 85.00 FEET ON THE EAST LINE OF SAID LOT 15;  
 THENCE N21°53'32"W 50.21 FEET TO THE NORTH LINE OF SAID LOT 15;  
 THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 15 ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N22°59'39"E, CHORD DISTANCE 41.69 FEET, AN ARC DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C**

APOLLO BUILDING CORP. TD2 FILE NO.: 131-136EASE.DWG DATE: JUNE 28, 2002  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860