



MISC 2003131654

PLANNED RECORDS
REGISTER OF DEEDS
DODGE COUNTY, NE



JUL 09 2003 14:22 P 11

RECEIVED

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C. (JFK)
2120 S 72 ST STE 1250
OMAHA NE 68124

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, 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, and Sanitary and Improvement District No. 438 of Douglas County, Nebraska, hereinafter referred to as S&ID, 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 the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBITS "A" THROUGH "I"
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, and S&ID 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 or S&ID. The GRANTOR may, following construction of said sewers, drainage structures, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY and S&ID 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, 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, its successors or assigns.
- 2) That CITY or S&ID will replace or rebuild any and all damage to improvements caused by CITY or S&ID 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 S&ID and any of said construction and work.
- 4) That CITY or S&ID 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 S&ID and their assigns, that 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 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 or S&ID 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 or S&ID 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 60 days after the execution of this Easement Agreement.

MISC 11
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FEE	67.50	FB	
BKP		C/O	COMP
DEL		SCAN	FV

THO *

- 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 **S&ID** or their agents; and that the **GRANTOR**, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the **CITY** or **S&ID** or their agents or employees, except as are set forth herein (if applicable):

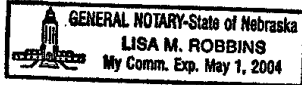
IN WITNESS WHEREOF, the said **GRANTOR** has hereunto caused these presents to be signed by its respective officer(s) this 17 day of June, 2003.

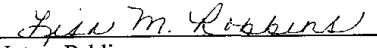
ONE NINETY-TWO, LLC, Grantor

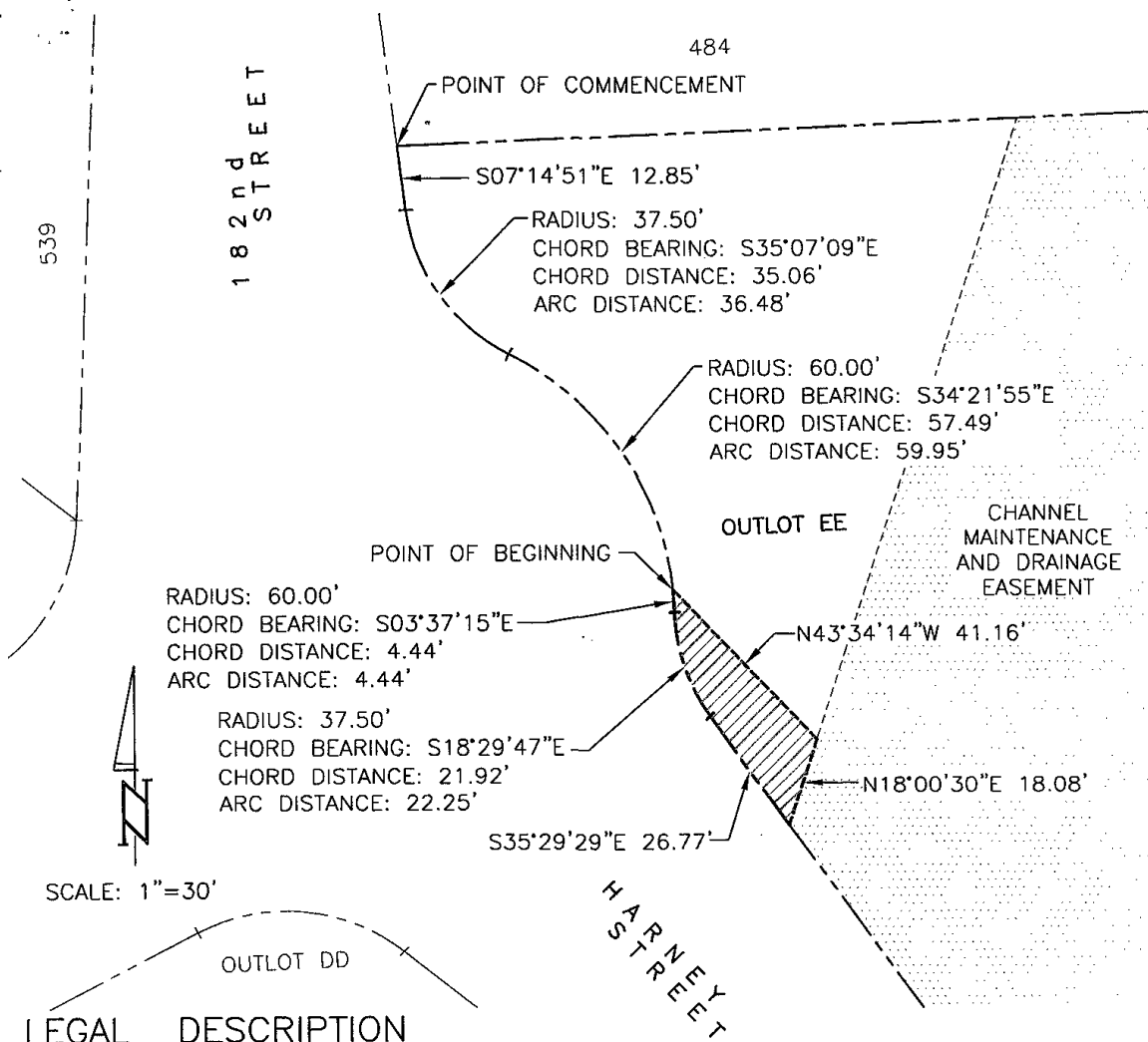
By: 
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 17, 2003, by John C. Czerwinski, Jr., Manager of One Ninety-Two, LLC, a Nebraska limited liability company, on behalf of the company.



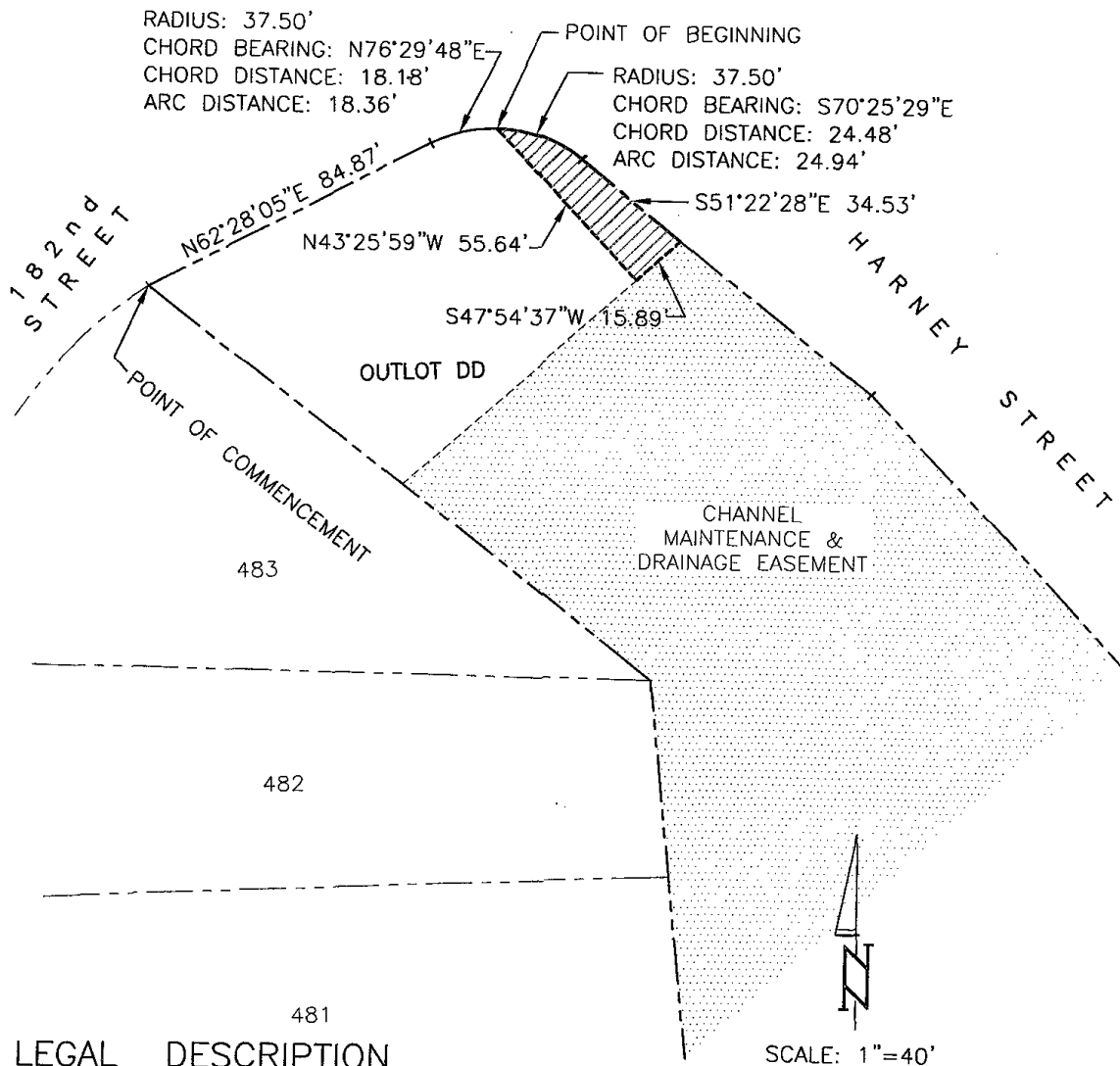

Notary Public



LEGAL DESCRIPTION

THAT PART OF OUTLOT EE, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF LOT 484, SAID THE GROVE; THENCE S07°14'51"E (ASSUMED BEARING) 12.85 FEET ON THE WEST LINE OF SAID OUTLOT EE; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID OUTLOT EE ON A 37.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S35°07'09"E, CHORD DISTANCE 35.06 FEET, AN ARC DISTANCE OF 36.48 FEET; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID OUTLOT EE ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S34°21'55"E, CHORD DISTANCE 57.49 FEET, AN ARC DISTANCE OF 59.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID OUTLOT EE ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S03°37'15"E, CHORD DISTANCE 4.44 FEET, AN ARC DISTANCE OF 4.44 FEET; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID OUTLOT EE ON A 37.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S18°29'47"E, CHORD DISTANCE 21.92 FEET, AN ARC DISTANCE OF 22.25 FEET; THENCE S35°29'29"E 26.77 FEET ON THE WEST LINE OF SAID OUTLOT EE TO THE WEST LINE OF A CHANNEL MAINTENANCE AND DRAINAGE EASEMENT; THENCE N18°00'30"E 18.08 FEET ON THE WEST LINE OF SAID CHANNEL MAINTENANCE AND DRAINAGE EASEMENT; THENCE N43°34'14"W 41.16 FEET TO THE POINT OF BEGINNING.

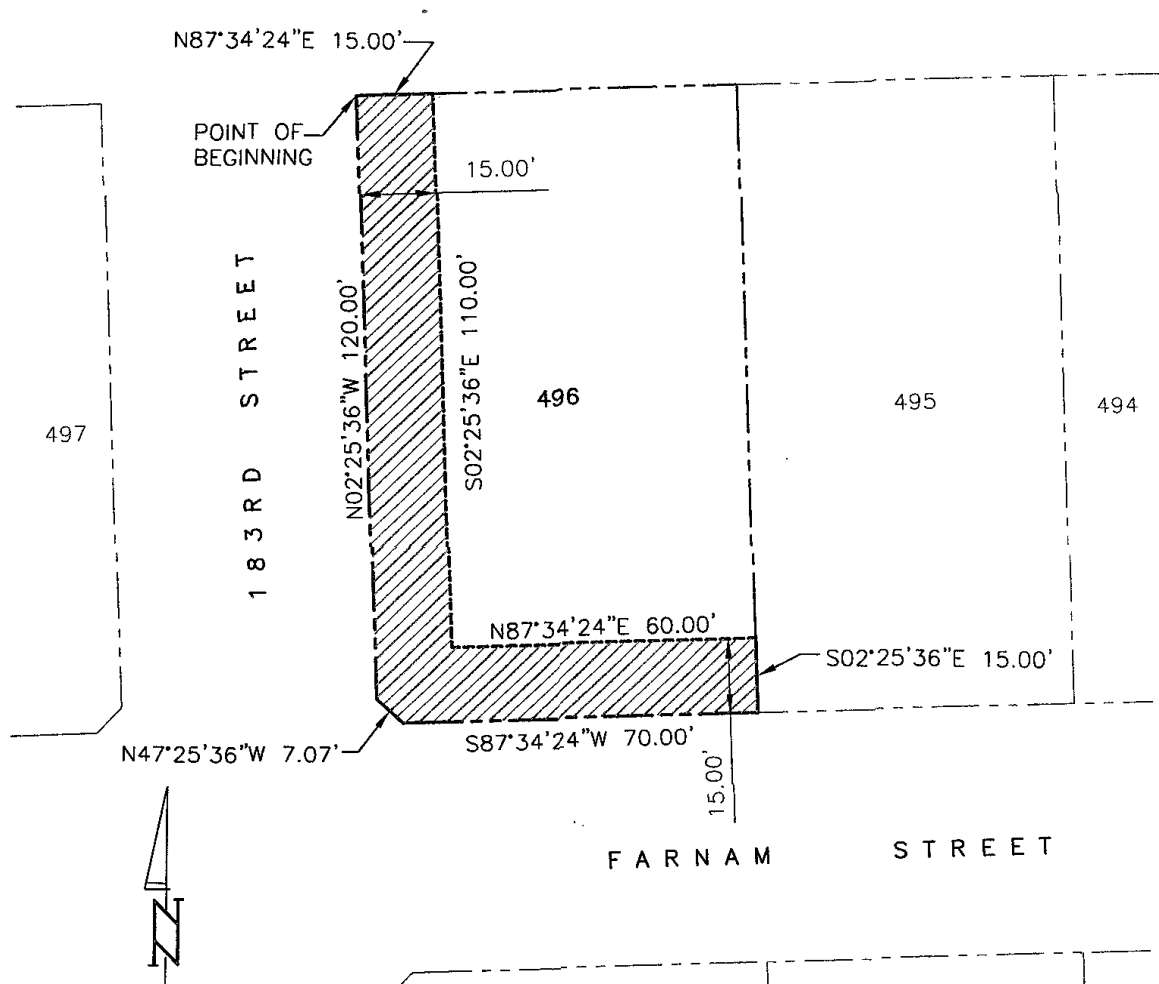
SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-i DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF OUTLOT DD, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID OUTLOT DD; THENCE N62°28'05"E (ASSUMED BEARING) 84.87 FEET ON THE NORTHWEST LINE OF SAID OUTLOT DD; THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID OUTLOT DD ON A 37.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N76°29'48"E, CHORD DISTANCE 18.18 FEET, AN ARC DISTANCE OF 18.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID OUTLOT DD ON A 37.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S70°25'29"E, CHORD DISTANCE 24.48 FEET, AN ARC DISTANCE OF 24.94 FEET; THENCE S51°22'28"E 34.53 FEET ON THE NORTH LINE OF SAID OUTLOT DD TO THE WEST LINE OF A CHANNEL MAINTENANCE AND DRAINAGE EASEMENT; THENCE S47°54'37"W 15.89 FEET ON THE WEST LINE OF SAID CHANNEL MAINTENANCE AND DRAINAGE EASEMENT; THENCE N43°25'59"W 55.64 FEET TO THE POINT OF BEGINNING.

SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-H DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

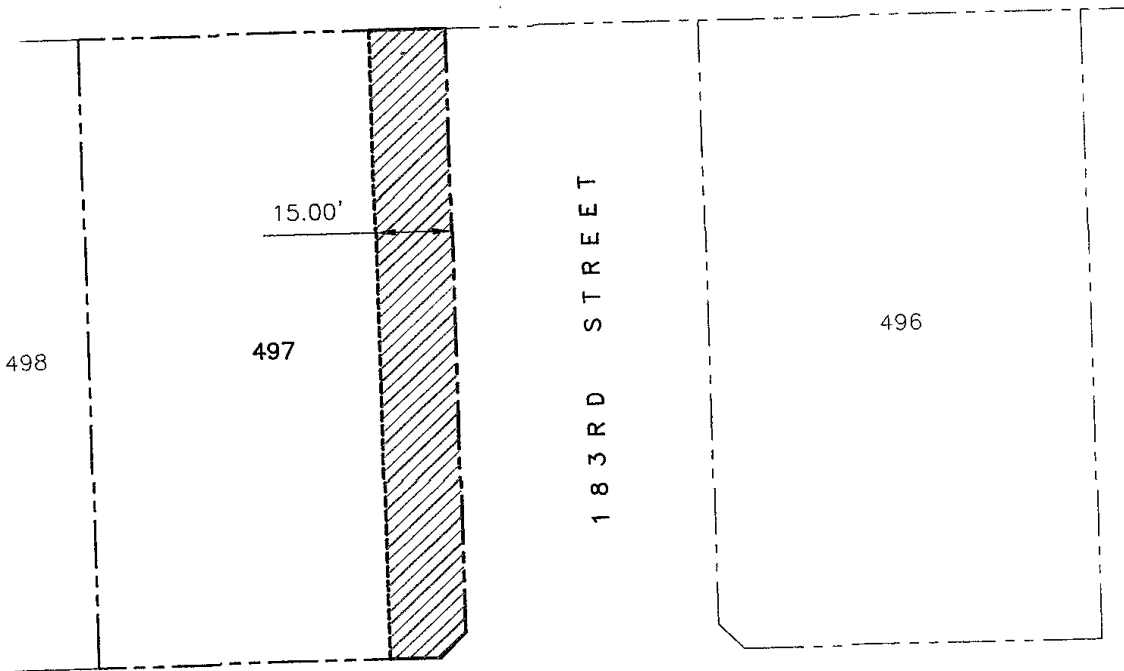


SCALE: 1"=30'

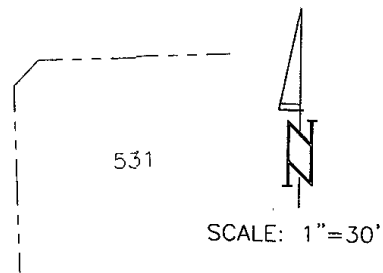
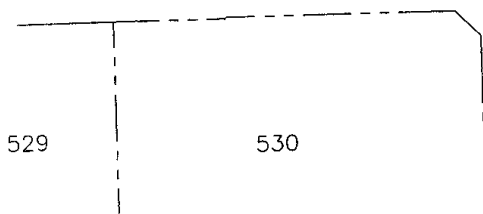
LEGAL DESCRIPTION

THAT PART OF LOT 496, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 496; THENCE N87°34'24"E (ASSUMED BEARING) 15.00 FEET ON THE NORTH LINE OF SAID LOT 496; THENCE S02°25'36"E 110.00 FEET ON A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 496; THENCE N87°34'24"E 60.00 FEET ON A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 496 TO THE EAST LINE THEREOF; THENCE S02°25'36"E 15.00 FEET ON THE EAST LINE OF SAID LOT 496 TO THE SE CORNER THEREOF; THENCE S87°34'24"W 70.00 FEET ON THE SOUTH LINE OF SAID LOT 496; THENCE N47°25'36"W 7.07 FEET ON THE SOUTHWEST LINE OF SAID LOT 496; THENCE N02°25'36"W 120.00 FEET ON THE WEST LINE OF SAID LOT 496 TO THE POINT OF BEGINNING.

SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-B DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



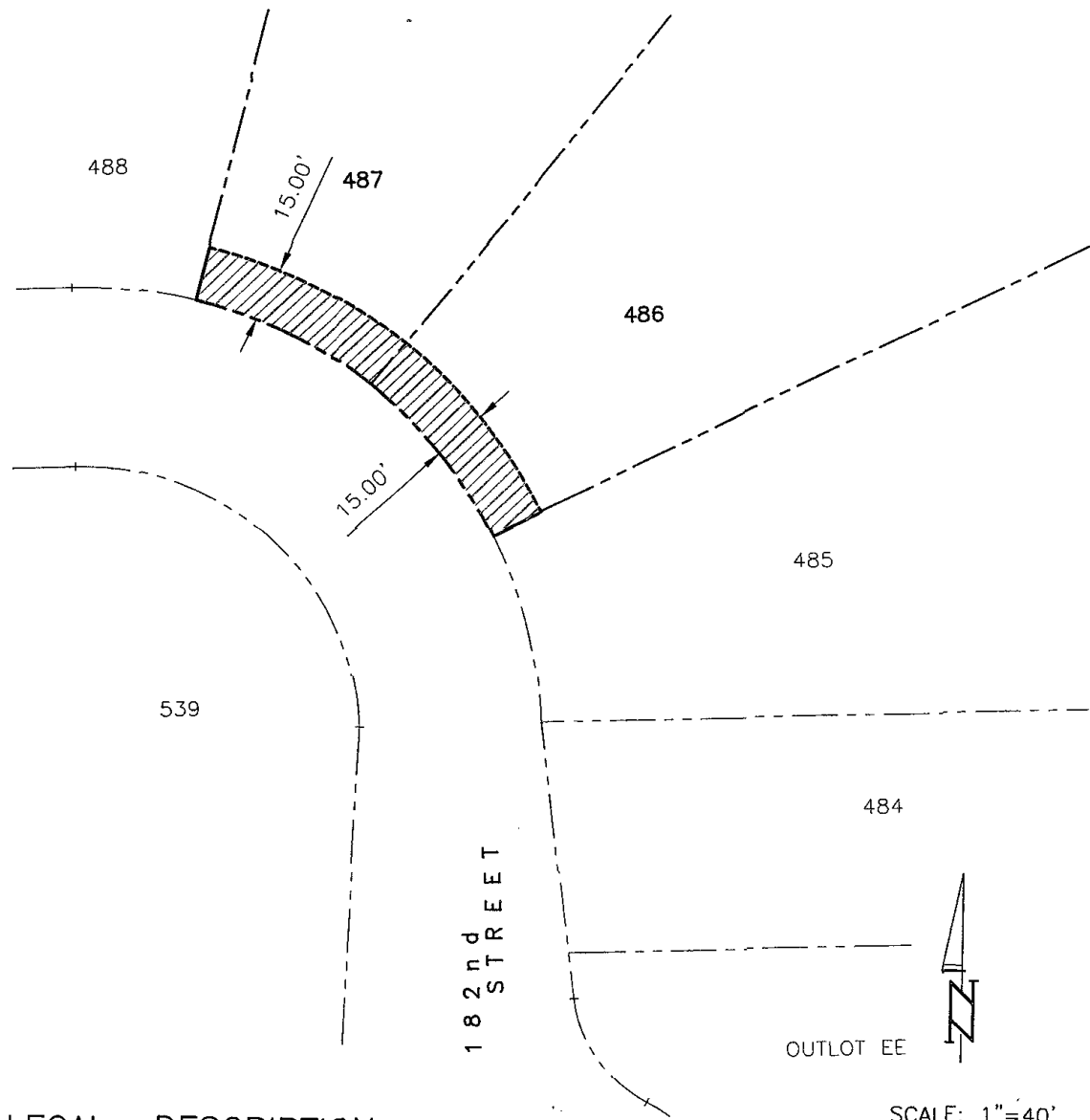
FARNAM STREET



LEGAL DESCRIPTION

THE EAST 15.00 FEET OF LOT 497, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-A DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

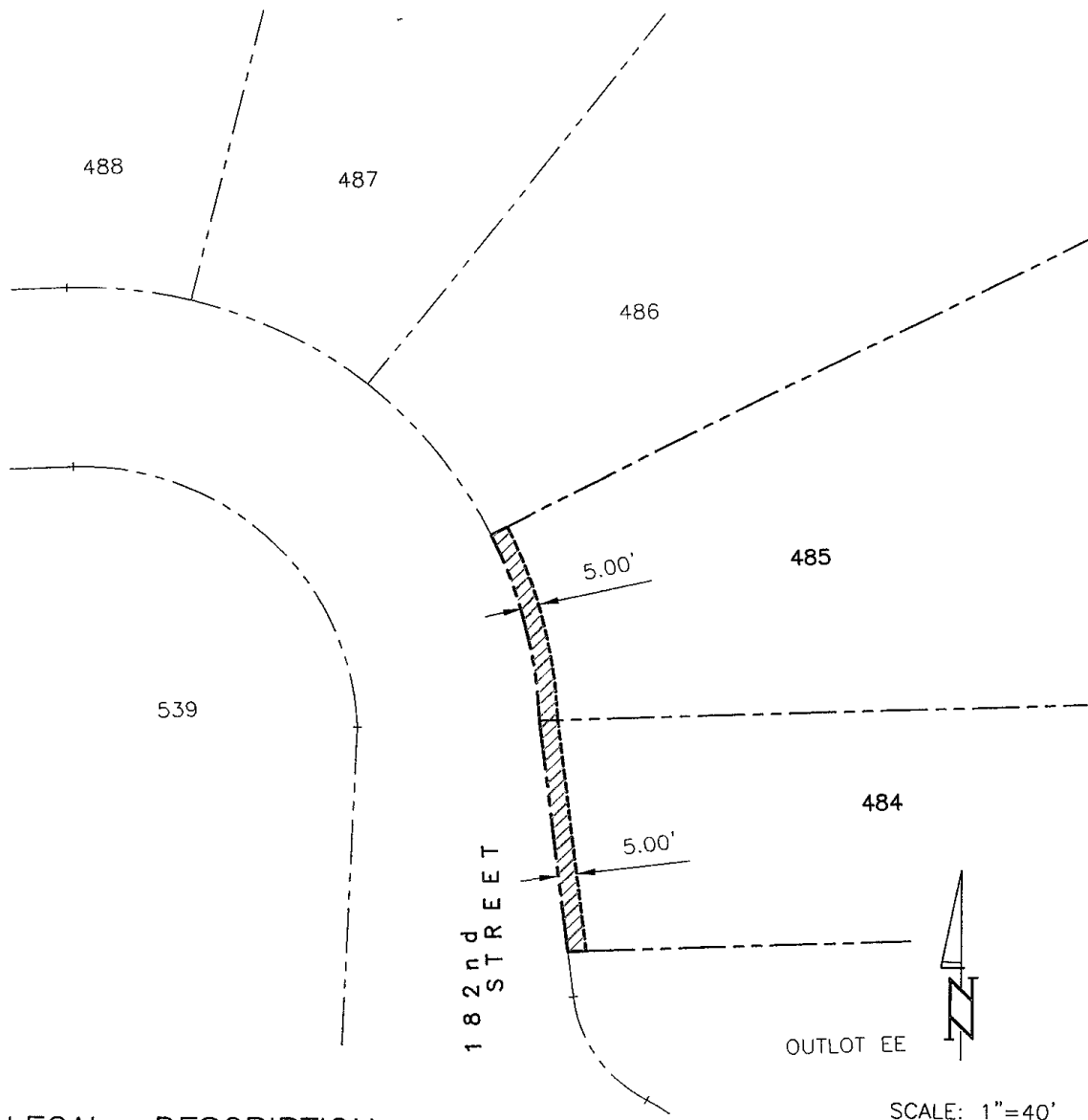


LEGAL DESCRIPTION

SCALE: 1"=40'

THE SOUTHWESTERLY 15.00 FEET IN WIDTH OF LOTS 486 AND 487, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

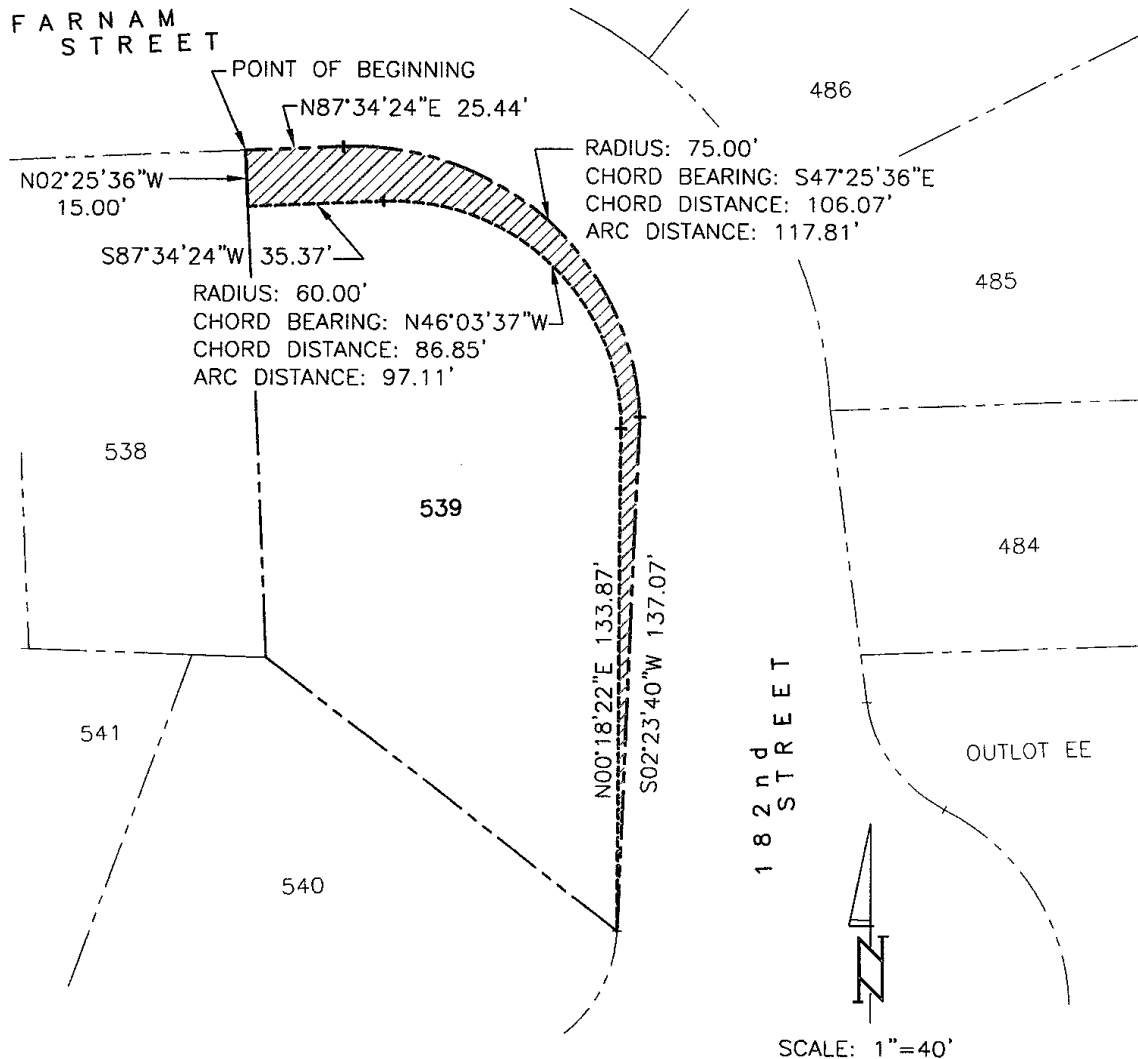
SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-D DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THE WEST 5.00 FEET IN WIDTH OF LOTS 484 AND 485, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

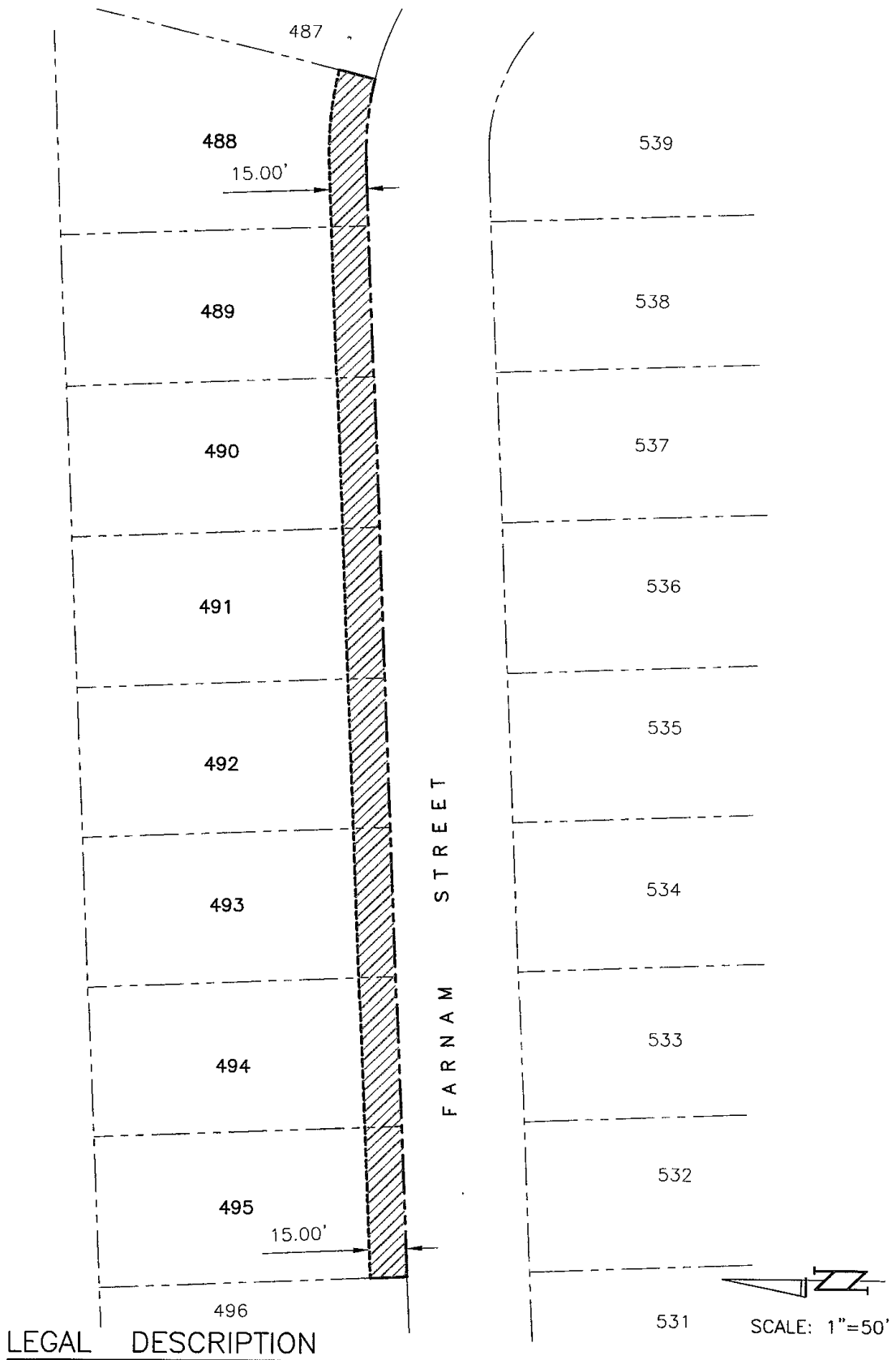
SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-E DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 539, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 539; THENCE N87°34'24"E (ASSUMED BEARING) 25.44 FEET ON THE NORTH LINE OF SAID LOT 539; THENCE SOUTHEASTERLY ON THE NORTHEAST LINE OF SAID LOT 539 ON A 75.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°25'36"E, CHORD DISTANCE 106.07 FEET, AN ARC DISTANCE OF 117.81 FEET; THENCE S02°23'40"W 137.07 FEET ON THE EAST LINE OF SAID LOT 539 TO THE SE CORNER THEREOF; THENCE N00°18'22"E 133.87 FEET; THENCE NORTHWESTERLY ON A 60.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N46°03'37"W, CHORD DISTANCE 86.85 FEET, AN ARC DISTANCE OF 97.11 FEET; THENCE S87°34'24"W 35.37 FEET TO THE WEST LINE OF SAID LOT 539; THENCE N02°25'36"W 15.00 FEET ON THE WEST LINE OF SAID LOT 539 TO THE POINT OF BEGINNING.

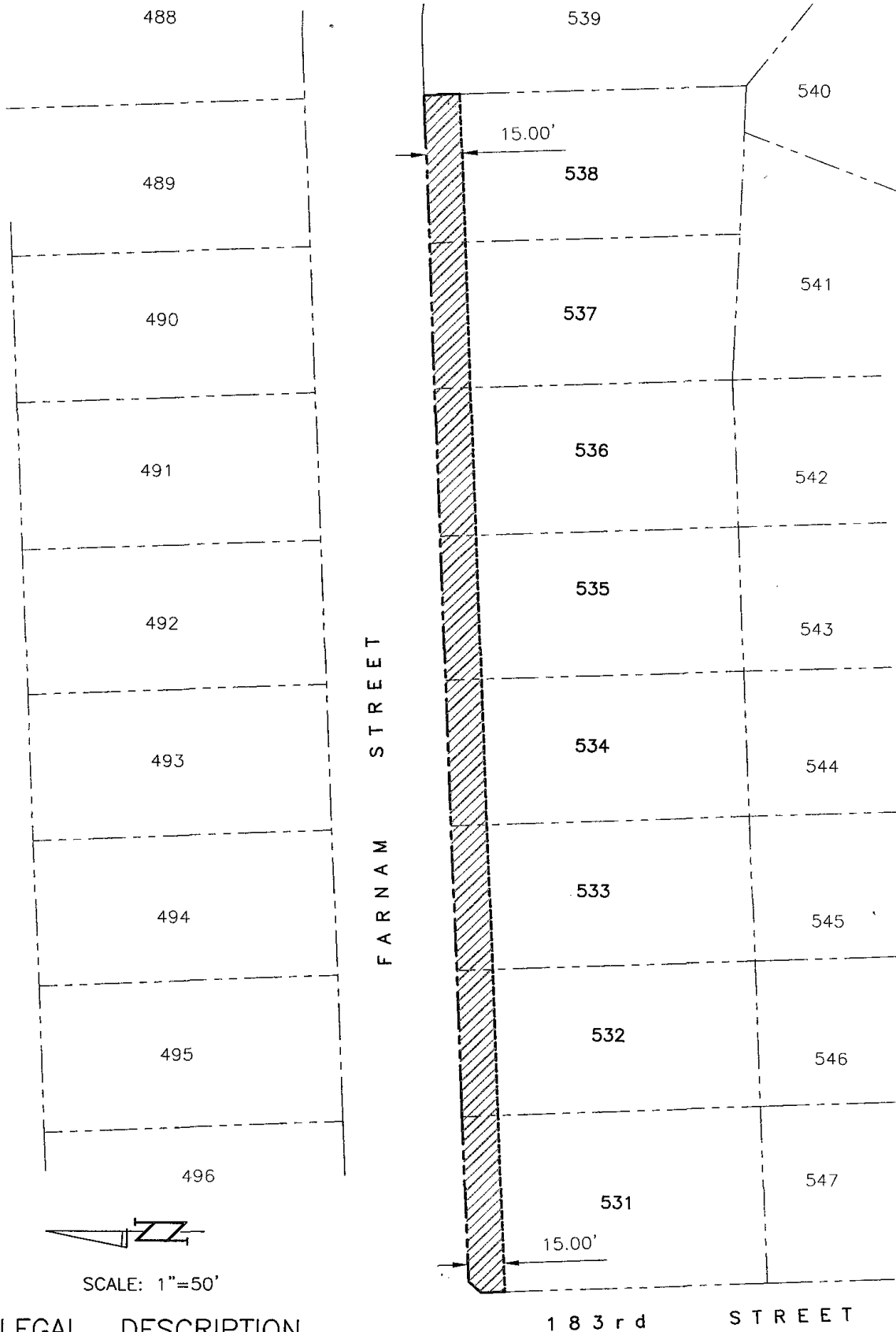
SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-G DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THE SOUTH 15.00 FEET OF LOTS 488 THROUGH 495, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-C DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THE NORTH 15.00 FEET OF LOTS 531 THROUGH 538, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SID 438, THE GROVE TD2 FILE NO.: 1139-124-EASE-F DATE: APRIL 30, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860