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By

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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RECEIVED

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, P.C. (JFK)  
2120 SO. 72 STREET, SUITE 1250  
OMAHA NE 68124-2356

✓ 136902

PERMANENT SEWER EASEMENT

FEE 20<sup>00</sup> FB 01-60000  
BKR 20-15-111 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN da FV \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT **Booge Properties Limited Partnership, a South Dakota Limited Partnership**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum Twenty-six Thousand Six Hundred Twenty-five and no/100 Dollars (\$26,625.00) 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 EXHIBIT "A"  
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. 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**, his or their 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**, his heirs, successors or assigns.
- 2) That **CITY** or **S&ID** 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 **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 himself or themselves and his or their heirs, executors and administrators does or do confirm with the said **CITY** and **S&ID** and their assigns, that he or they, the **GRANTOR** is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, 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 state consideration, but in no event later than 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 **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 said GRANTOR has or have hereunto set his or their hand(s) this 8<sup>th</sup> day of February, 2000.

Grantor:  
**Booge Properties Limited Partnership,  
A South Dakota Limited Partnership**

By: Booge Enterprises, Inc., a South  
Dakota Corporation  
General Partner

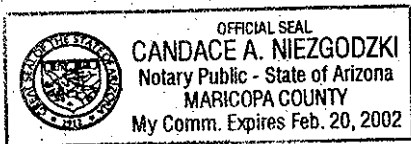
By:   
Alan M. Booge, President

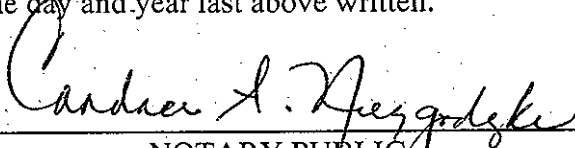
**ACKNOWLEDGMENT**

STATE OF Arizona )  
  ) SS  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2000, by Alan M. Booge, President of Booge Enterprises, Inc., a South Dakota corporation, General Partner of Booge Properties Limited Partnership, a South Dakota Limited Partnership, on behalf of Booge Properties Limited Partnership.

WITNESS my hand and Notarial Seal the day and year last above written.



  
NOTARY PUBLIC

Notary Seal

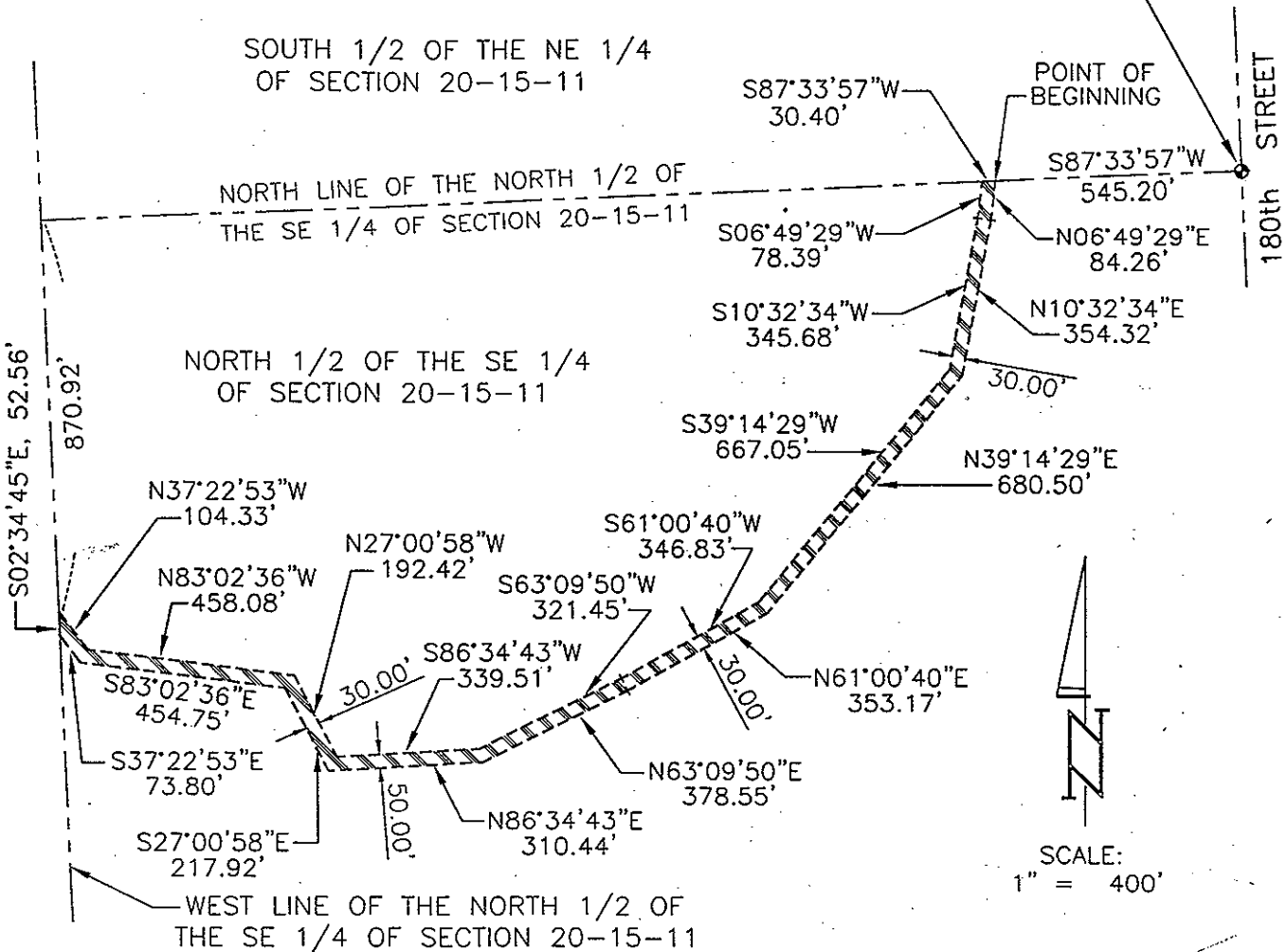
NE CORNER OF THE NORTH 1/2 OF THE  
SE 1/4 OF SECTION 20, T15N, R11E  
(COMMENCING POINT)

SOUTH 1/2 OF THE NE 1/4  
OF SECTION 20-15-11

NORTH LINE OF THE NORTH 1/2 OF  
THE SE 1/4 OF SECTION 20-15-11

NORTH 1/2 OF THE SE 1/4  
OF SECTION 20-15-11

WEST LINE OF THE NORTH 1/2 OF  
THE SE 1/4 OF SECTION 20-15-11



SCALE:  
1" = 400'

## LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 20, T15N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NORTH 1/2; THENCE S87°33'57"W (ASSUMED BEARING) 545.20 FEET ON THE NORTHERLY LINE OF SAID NORTH 1/2 TO THE POINT OF BEGINNING; THENCE CONTINUING S87°33'57"W 30.40 FEET ON THE NORTHERLY LINE OF SAID NORTH 1/2; THENCE S06°49'29"W 78.39 FEET ; THENCE S10°32'34"W 345.68 FEET ; THENCE S39°14'29"W 667.05 FEET; THENCE S61°00'40"W 346.83 FEET; THENCE S63°09'50"W 321.45 FEET; THENCE S86°34'43"W 339.51 FEET; THENCE N27°00'58"W 192.42 FEET; THENCE N83°02'36"W 458.08 FEET; THENCE N37°22'53"W 104.33 FEET TO THE WESTERLY LINE OF SAID NORTH 1/2; THENCE S02°34'45"E 52.56 FEET ON THE WESTERLY LINE OF SAID NORTH 1/2; THENCE S37°22'53"E 73.80 FEET; THENCE S83°02'36"E 454.75 FEET; THENCE S27°00'58"E 217.92 FEET; THENCE N86°34'43"E 310.44 FEET; THENCE N63°09'50"E 378.55 FEET; THENCE N61°00'40"E 353.17 FEET; THENCE N39°14'29"E 680.50 FEET; THENCE N10°32'34"E 354.32 FEET; THENCE N06°49'29"E 84.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.13 ACRES MORE OR LESS

S.I.D.438, DOUGLAS COUNTY

TD2 FILE NO. 1139-102-E3

DATE: JAN. 24, 2000

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"