

MISC 2008105289



OCT 29 2008 10:15 P 3

misc
 3
 FEE 15.50 FB OC-14821
 BKP _____ C/O _____ COMP A
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/29/2008 10:15:23.93



2008105289

PERMANENT STORM DRAINAGE EASEMENT

THAT Matthew Wiseman, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 517 of Douglas County, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a storm water drainage system for the transmission of storm waters over that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said storm water drainage system at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. 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 GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said storm sewers, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
4. That said easement is granted upon the condition that the GRANTEE will 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.
5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.
6. GRANTEE hereby agrees and covenants to indemnify GRANTOR against any loss and damage which shall be caused by the exercise of the rights herein granted or by any wrongful or negligent act or omission of GRANTEE or of its agents or employees or any third party operating pursuant to GRANTEE'S rights granted herein
7. GRANTEE shall comply at GRANTEE'S sole cost and expense with all applicable governmental statutes, codes, ordinances, permits and regulations when conducting any and all activities related to this Easement.
8. GRANTEE shall keep the property subject to the easement granted herein free and clear of all mechanics' liens in connection with any activities allowed by this Easement. If any mechanics' liens are placed on the property in connection with the activities set forth in this Easement, GRANTEE shall diligently pursue all necessary actions to satisfy such liens and remove such liens from title. In the event

Dx11

GRANTEE fails to take all necessary action to satisfy such liens and remove such liens from title within one (1) year of notice thereof, GRANTOR shall have the right to remove such liens and seek reimbursement for all costs and expenses related thereto from GRANTEE.

9. GRANTEE hereby agrees and acknowledges that the storm water drainage system shall not be constructed above ground and that any and all portions of said system shall be covered by at least one foot of fill. GRANTEE may utilize an earthen storm water drainage system so long as: (i) the highest point of said system does not exceed one foot above the current elevations; and (ii) the height from the highest point of the storm water drainage system to the lowest point of said system does not exceed one foot.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 28th day of October, 2008.

GRANTOR:

Matthew Wiseman
Matthew Wiseman

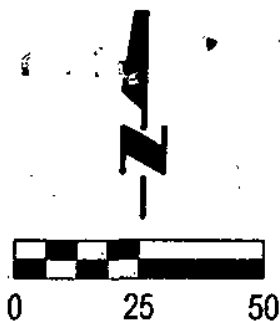
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of October, 2008 by Matthew Wiseman.

Kristina L. Young
Notary Public

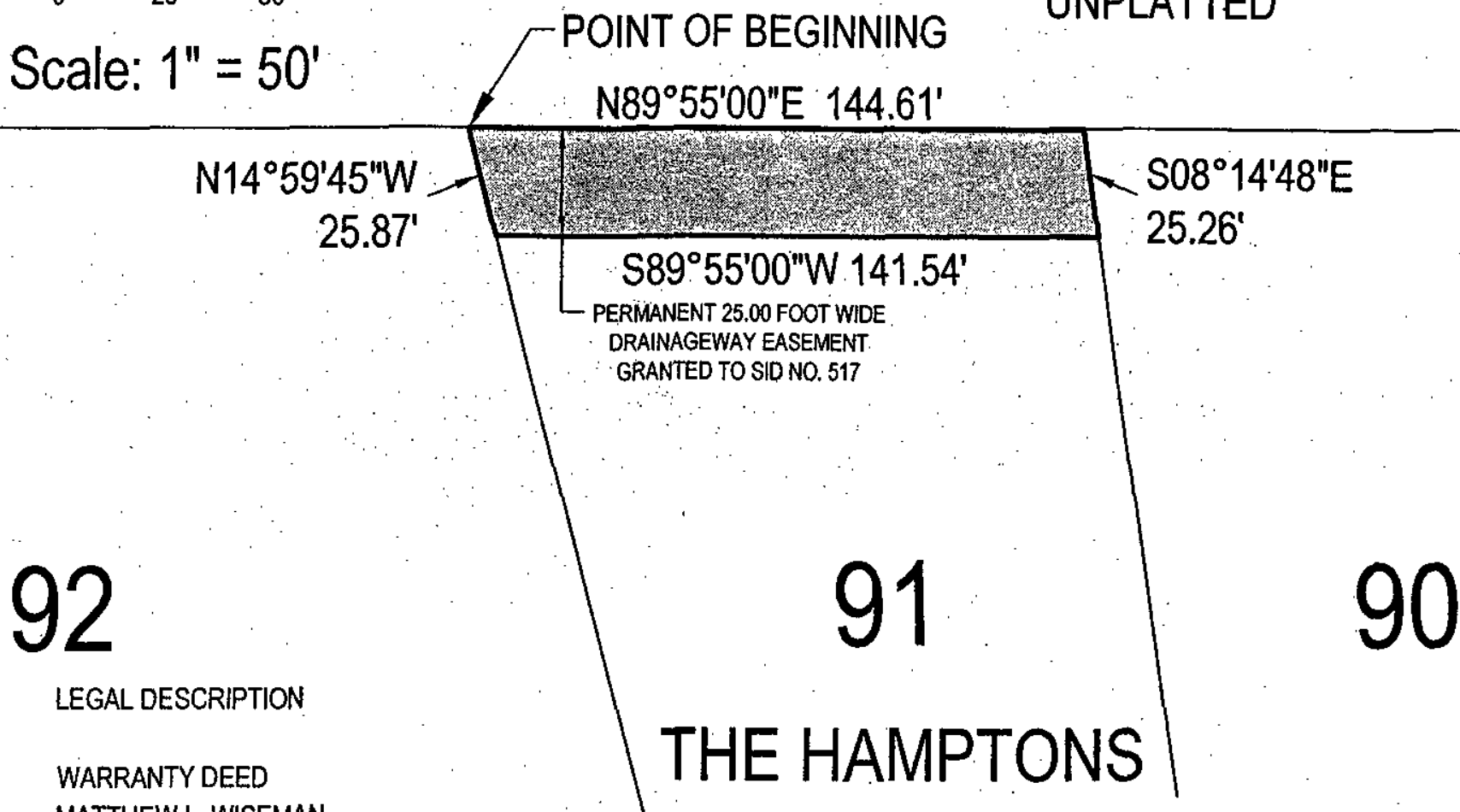


EXHIBIT "A"



NW1/4 OF SECTION 3, T14N, R10E
UNPLATTED

Scale: 1" = 50'



92

91

90

THE HAMPTONS

LEGAL DESCRIPTION

WARRANTY DEED
MATTHEW L. WISEMAN
INST. NO: 2006132781

A PERMANENT 25.00 FOOT WIDE DRAINAGEWAY EASEMENT GRANTED TO SID NO. 517

A PERMANENT 25.00 FOOT WIDE DRAINAGEWAY EASEMENT LOCATED IN LOT 91, THE HAMPTONS, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 3, AND THE NW1/4 OF SECTION 10, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 91, THE HAMPTONS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 92, SAID THE HAMPTONS, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 3; THENCE N89°55'00"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 91, THE HAMPTONS, SAID LINE ALSO BEING SAID SOUTH LINE OF THE NW1/4 OF SECTION 3, A DISTANCE OF 144.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 91, THE HAMPTONS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 90, SAID THE HAMPTONS; THENCE S08°14'48"E ALONG THE EASTERLY LINE OF SAID LOT 91, THE HAMPTONS, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 90, THE HAMPTONS, A DISTANCE OF 25.26 FEET; THENCE S89°55'00"W, A DISTANCE OF 141.54 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 91, THE HAMPTONS, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 92, THE HAMPTONS; THENCE N14°59'45"W ALONG SAID WESTERLY LINE OF LOT 91, THE HAMPTONS, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 92, THE HAMPTONS, A DISTANCE OF 25.87 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 25.00 FOOT WIDE DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 3,577 SQUARE FEET OR 0.082 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: BRW Chkd by: WMC 12-4-07 Chkd by: _____

Job No.: P2005.193.001 Revised: 11/30/07 Date: 11/07/07 Sheet No.: 1 of 1

PERMANENT 25.00 FOOT WIDE
DRAINAGEWAY EASEMENT
LOT 91, THE HAMPTONS
DOUGLAS COUNTY, NEBRASKA