

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-028795
98 OCT 13 PM 2:03
Glenn J. Downing
REGISTER OF DEEDS

98-28795

Counter AK
Verify Dy
D.E. ma
Proof ma
Fee \$ 20.50
Ok Cash Chg

[This Space Above Line is for Recording Data]

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PORTAL, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a storm sewer and drainage easement, and appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining or operating said Storm Sewer at the will of the Grantee. The Grantor may, following construction of said Storm Sewer, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee 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, building, improvements, or other structures, shall be placed in, on over, or across said easement by Grantor, its successors and assigns without express written approval of Grantee including, but not limited to, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including, but not limited to, 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 inspecting, maintaining, or operating said Storm Sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a storm sewer in the easement area. Grantee warrants that said storm sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the storm sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the storm sewer in good operating condition, upon notice to Grantee of

028795

98-28195A

its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the storm sewer.

4. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, 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 will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and 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 set forth herein.

IN WITNESS WHEREOF said Grantor hereunto set its hand this 30th day of September, 1998.

GRANTOR:

PORTAL, L.L.C., a Nebraska limited liability company,

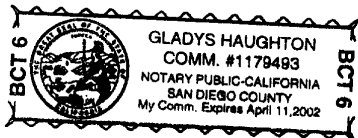
By: Portal LLC
Name: Maryon D. Hoffman, Mgr.
Title: Maryon D. Hoffman, Mgr.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

Before me, the undersigned, Notary Public in and for said County and State appeared Maryon D. Hoffman, Manager of Portal, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 30th day of September 1998.

Gladys Haughton
Notary Public



Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

98-28795B

LEGAL DESCRIPTION
PERMANENT
STORM SEWER EASEMENT

A Permanent Storm Sewer Easement located in the NW ¼ of the SE ¼ of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NW ¼ of the SE ¼ of Section 16; thence S00°06'13"E (assumed bearing) along the East line of said NW ¼ of the SE ¼ of Section 16, a distance of 821.49 feet, to the Point of Beginning; thence continuing S00°06'13"E along said East line of the NW ¼ of the SE ¼ of Section 16, a distance of 30.00 feet; thence S89°53'47"W, a distance of 53.14 feet; thence N00°06'13"W, a distance of 30.00 feet; thence N89°53'47"E, a distance of 53.14 feet, to the point of beginning.

Said Permanent Storm Sewer Easement contains an area of 0.037 acres, more or less.

#97054
5-15-98
E&A Consulting Group

Page 2 of 2

EXHIBIT A

98-28795C

PERMANENT STORM SEWER EASEMENT

NORTHEAST CORNER OF NW 1/4
OF SE 1/4 SECTION 16-14-12

COMMENCING
POINT

POINT OF
BEGINNING

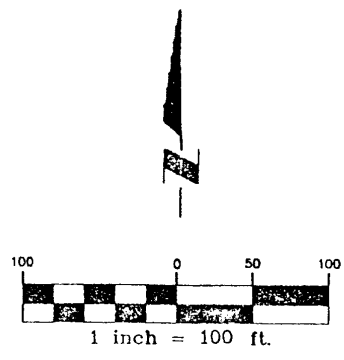
N89°53'47"E, 53.14'

N00°06'13"W,
30.00'

S89°53'47"W, 53.14'

S00°06'13"E, 469.84'

NORTHEAST CORNER
OF SW 1/4 OF SE 1/4
OF SECTION 16-14-12



E&A CONSULTING GROUP
12001 "O" STREET
OMAHA, NE 68137
(402) 895-4700 FAX (402) 895-3599

#97054
05-15-99
LEGAL DESCRIPTION
SEE PAGE 2 OF 2
PAGE 1 OF 2

