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Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUL 23 AM 9: 58

RECEIVED

PERMANENT SEWER & DRAINAGE EASEMENT

FOR OFFICE USE ONLY

11100 F
 FEE 20.52 FB 01-60000
 BKP 2-15-11 00 COMP BW
 DEL _____ SCAN _____ FV _____

Project No. _____
 City Project No. _____
 Tract No. _____
 Address: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT CELEBRITY HOMES, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, 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, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, a permanent sewer and drainage easement for the right to construct, maintain and/or operate a sewer and appurtenances thereto, in, through, over 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, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said sewer, continue to use the surface of the easement strip conveyed 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, 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 and 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 and drainage 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 the 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 its assigns, and 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 and drainage easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this permanent sewer and drainage easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer and drainage easement runs with the land.
6. That said permanent sewer and drainage 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.

RETURN: Lamp, Rynearson & Associates
14710 West Dodge Rd
Omaha NE 68154

7. The CITY reserves the absolute right to terminate this 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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

9. This Easement and the license contained herein is given without any warranty whatsoever. GRANTOR is given the right to make a connection to SID #427's outfall sewer systems without charge by SID #427; however, GRANTOR acknowledges it shall be subject to all City of Omaha charges and financial policies in existence, including by way of definition and not in limitation thereof, connection fees, front footage fees and/or similar charges over which SID #427 has no authority or control.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 21 day of JULY, 1999.

CELEBRITY HOMES, INC., a Nebraska corporation,

By *Gael Larsen*
Title President

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

On this 21 day of JULY, 1999, before me, the undersigned, a Notary Public in and for said County, personally came GAEL LARSEN, PRESIDENT of CELEBRITY HOMES, INC., a Nebraska corporation, to me personally known to be the PRESIDENT of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County the day and year last above written.

Loren Johnson
Notary Public

My commission expires: Oct. 30, 2001



EXHIBIT A

LEGAL DESCRIPTION

A permanent easement over that part of the East Half of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the West Half of the Northwest Quarter of Section 2;

Thence North 87°17'38" East (bearings referenced to the Nebraska State Plane System) for 1321.79 feet along the north line of the Northwest Quarter to the northwest corner of the East Half of the Northwest of Section 2;

Thence South 02°16'58" East for 1258.59 feet along the west line of the said East Half of the Northwest Quarter of Section 2 to the TRUE POINT OF BEGINNING;

Thence South 54°26'51" East for 80.04 feet;

Thence South 35°33'09" West for 20.00 feet;

Thence North 54°26'51" West for 64.51 feet to the west line of the said East Half of the Northwest Quarter of Section 2;

Thence North 02°16'58" West for 25.32 feet to the Point of Beginning.

Contains 0.03 acre.

NE NW
SE NW

January 6, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

97045.11 033

(Stone Creek Outfall in E2, NW4, 2-15-11 E020)

POINT OF COMMENCEMENT
NW COR., NW 1/4, SEC 2
T15N, R11E.

N87°17'38"E
1321.79

W 1/2, NW 1/4,

SEC. 2, T15N,

R11E

E 1/2,
NW 1/4,

S02°16'58"E
1258.59

POINT OF BEGINNING

N02°16'58"W
25.32

N54°26'51"W
64.51

20.00

S54°26'51"E
80.04

S35°33'09"W
20.00



98004\9804E120

Book _____ Page _____ Date Dec. 10, 1998 Dwn.By WJD Job Number 97045.11-033



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

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fax 402-498-2730