

16-15-12

PROJECT NO. 399 RST. 3996

PERMANENT SEWER EASEMENT

TRACT NO. \_\_\_\_\_  
BOOK 558 PAGE 49

KNOW ALL MEN BE THESE PRESENTS:

THAT Central States Health and Life Company of Omaha  
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of  
One thousand Dollars (\$ 1000)  
and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and  
convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as  
CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a  
Sewer  
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:  
Beginning at a point 968.6 feet west and 192.0 feet south of the E 1/4 corner of  
Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska; center a 15-foot  
wide easement on the following described line: Proceed east from said point of  
beginning 4.0 feet thence in an easterly direction to intersect a point 33.0 feet  
west and 163.0 feet south from the E 1/4 corner of said Section 16.

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 or operating  
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, 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 or road, street or parking area surfacing 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 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. That 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. This 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 said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its 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 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 easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY 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.
6. 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 the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this  
7th day of November A.D., 1975.

CENTRAL STATES HEALTH & LIFE CO., OF OMAHA  
Name of Corporation

Corporate Seal \_\_\_\_\_ By [Signature] Resident  
Attest [Signature] Secretary

(Acknowledged on reverse side hereof)



STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public,

By \_\_\_\_\_ Deputy  
MAIL Outlet Bank  
Public Bank Building  
N \_\_\_\_\_ G.P.N. #  
Compared 16-15-17 Fee 2.25  
16-15-17

THE STATE OF NEBRASKA  
Douglas County  
Entered in Numerical Index and filed  
for Record in the office of the Register  
of Deeds of said County and recorded in  
Book 558 of 1975  
Page 49  
E. Harold Ostler  
REGISTER OF DEEDS

RECEIVED  
1975 NOV 19 AM 8:50  
HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

*Handwritten initials and signature*

STATE OF NEBRASKA) SS  
COUNTY OF DOUGLAS)

On this 7th day of November, 1975, before me, the undersigned, a Notary Public in and for said County, personally came

William M. Kizer President of Central States Health & Life Co. of Omaha a Nebraska Corporation,

and Thomas L. Kizer, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Cleo L. Ellinger  
Notary Public

My Commission expires \_\_\_\_\_

CLEO L. ELLINGER  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
June 5, 1977