



BK 0846 PG 430



MISC 1988 06418

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Bernard L. and Bonnie S. Zelasney, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Hundred Twenty Two and Forty Eight Dollars (\$222.48) and other valuable considerations, 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 Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Commencing at the SW corner of Lot 5, Boyer Replat, an Addition to the City of Omaha, Douglas County, Nebraska; thence N87°34'35"E a distance of 214.14 feet to the point of beginning of a 20 foot centerline easement, 10 feet either side of a line, as follows; thence N32°46'28"W for a distance of 92.71 feet to the point of termination, said point also being 187.14 feet East of the Northwest corner of said Lot 5.

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 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, 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 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

BK 846 N 67A/10 SR
PG 430-433 67A/10 DEL VK MC
OF Miss COMP QV. 53-4425
FEE 20.50

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IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)
this 8th day of April A.D., 1988.

INDIVIDUAL AND PARTNERSHIP

Bernard & Bonnie Zelasney
x Bonnie Zelasney

Date April 8, 1988

INDIVIDUAL ACKNOWLEDGEMENT

COLORADO
STATE OF NEBRASKA)
DENVER) SS
COUNTY OF DOUGLAS)

On this 8th day of April, 1988, before me, a Notary Public, in
and for said County, personally came the above named: Bernard & Bonnie Zelasney

who is (are) personally known to me to be the identical person(s) whose name(s) is (are)
affixed to the above instrument and acknowledged the instrument to be his, her (their)
voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal at Omaha ^{city} ~~in said~~ ^{of Denver} County the day and year last above
written.

Beckie A. Bryan
NOTARY PUBLIC

My Commission expires 2-22-92

ROW/4b:0839y

Exhibit "A"

BOOK 846 PAGE 432

LEGAL DESCRIPTION:

Lot 5, Boyer Replat, an Addition to the City of Omaha, Douglas County, Nebraska.

PERMANENT SANITARY SEWER EASEMENT:


Commencing at the SW corner of Lot 5, Boyer Replat, an Addition to the City of Omaha, Douglas County, Nebraska; thence N87°34'35"E a distance of 214.14 feet to the point of beginning of a 20 foot centerline easement, 10 feet either side of a line, as follows; thence N32°46'28"W for a distance of 92.71 feet to the point of termination, said point also being 187.14 feet East of the Northwest corner of said Lot 5.

TEMPORARY CONSTRUCTION EASEMENT:

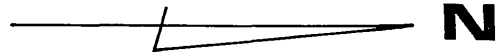
Commencing at the SW corner of Lot 5, Boyer Replat, an Addition to the City of Omaha, Douglas County, Nebraska; thence N87°34'35"E for a distance of 214.14 feet to the point of beginning of a centerline description of a 50 foot easement, 25 feet either side of said line, except that part taken by permanent easement; thence N32°46'28"W for a distance of 92.71 feet to the point of termination, said point also being 187.14 feet East of the NW corner of said Lot 5.

3168t

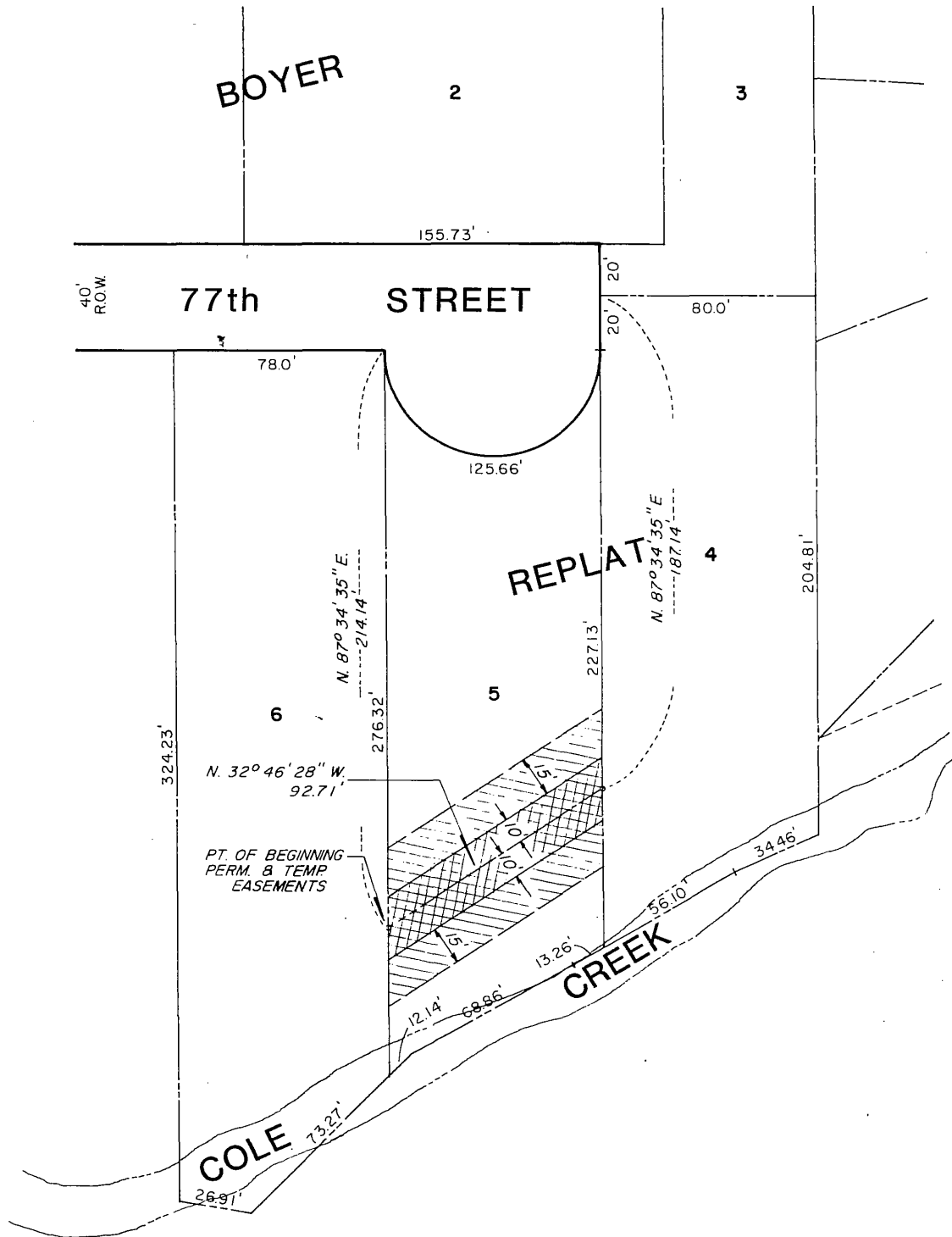
CITY OF OMAHA Public Works Department

Owner(s) <u>Bernard L. & Bonnie S. Zelasney</u>	Land Acquisition _____ S.F.
Address <u>543 North 77th Street</u> <u>Omaha, NE</u>	Permanent Easement <u>1,854.0</u> S.F.
	 Temporary Easement <u>2,781.0</u> S.F.

Project No. <u>S.O.S. 4770</u>	Date Completed _____	Page 1 of _____
Tract No. <u>15</u>	Revision Date _____	
	Revision Date _____	



SCALE: 1"=50'
S.E. 1/4 SEC. 14-15-12



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

LAND ACQUISITION	_____	S.F.	PROJECT NO.	S.O.S. 4770
PERMANENT EASEMENT	1,854.0	S.F.	TRACT NO.	15
TEMPORARY EASEMENT	2,781.0	S.F.		