

PERMANENT SEWER EASEMENT

BOOK 783 PAGE 380

KNOW ALL MEN BY THESE PRESENTS:

THAT Jeanne A. & Patrick J. Burns, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four Hundred Forty-Nine and No/100 Dollars (\$449.00) 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 sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Beginning at the northeast corner of Lot 61, Country Club Manor, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; thence south along the east property line of said Lot 61 for a distance of 120 feet; thence west along the south property line of said Lot 61 for a distance of 7.98 feet; thence northerly along a straight line for a distance of 120.21 feet to a point on the north property line of said Lot 61, said point being 15.01 feet west of the northeast corner of said Lot 61; thence east along the north property line of said Lot 61 for a distance of 15.01 feet to the point of beginning.

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 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 27th day of June A.D., 1986.

INDIVIDUAL AND PARTNERSHIP

Jeanne A. Burns
Patrick J. Burns

Date 6/27/86

7. Owner may place fence over easement area at any time after construction of sewer is completed and City agrees to replace fence and refill any trench and repair and restore sod if City needs to maintain sewer in the future.

Jack Boyne

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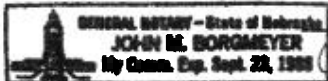
14262
M159

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 27th day of June, 1976, before me a Notary Public, in and for said County, personally came the above named: Jeanne A. and Patrick J. Burns, 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 the date aforesaid.



John M. Borgmeyer
NOTARY PUBLIC

My Commission expires _____

ROW/4b:5

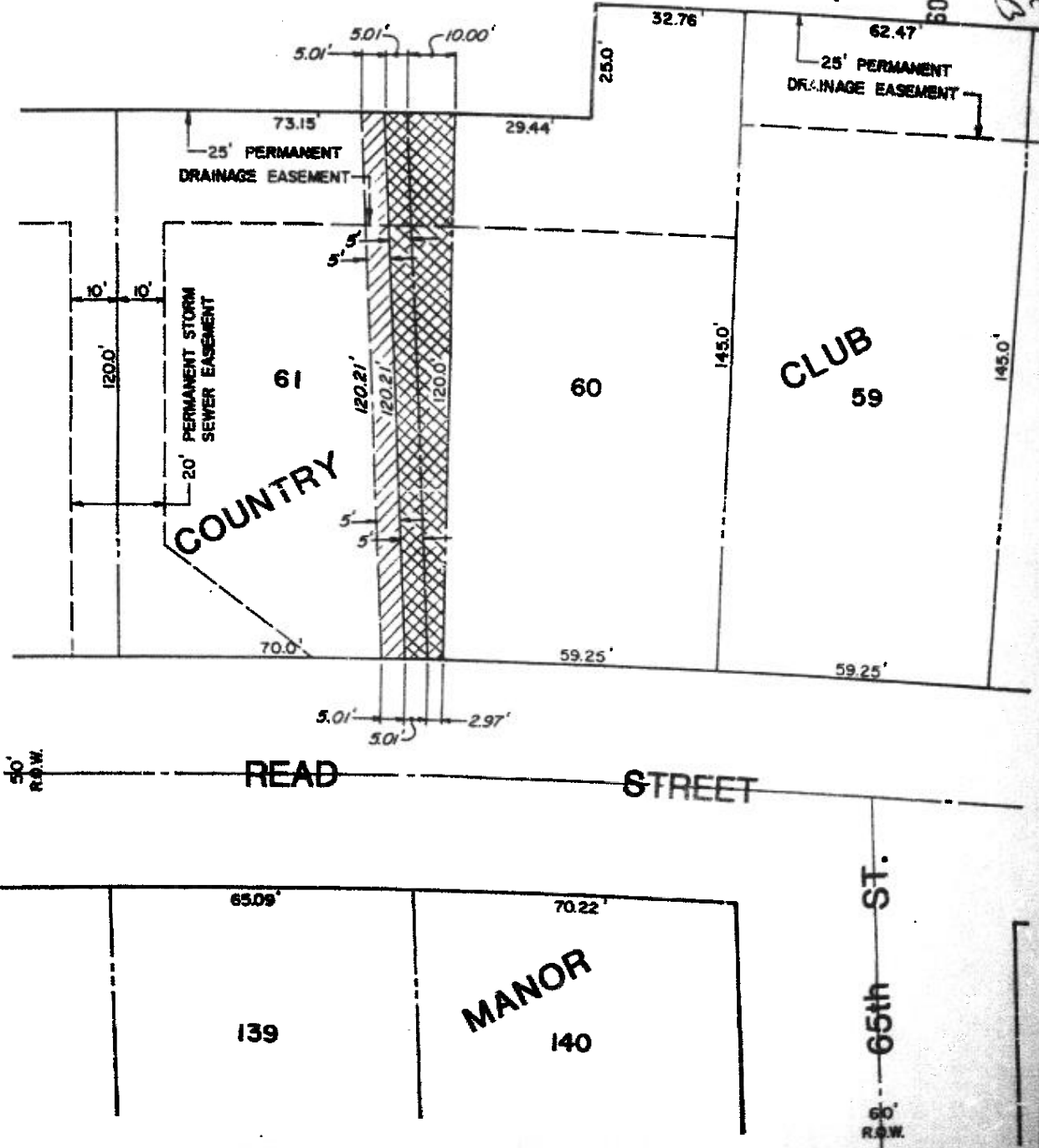


S.E. 25-16-12
SCALE: 1"=30'

BK 783 Del. VK N. 73-154 JV Fee 15.50
 PG 389-391 Indr. NT 7-1-17 MC BC
 OF Meads Comp. ✓ Comp. ✓

1986 JUL 30 PM 12:09
 RECEIVED
 GEORGE J. HUNTER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

14263 NISE
 1986 JUL 30 PM 12:09



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION		SF
	PERMANENT EASEMENT	1,380	SF
	TEMPORARY EASEMENT	601	SF

PROJECT NO. S.D. 1544
 TRACT NO. 1