



BK 0839 PG 146



MISC 1988 01915

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Countryside Village, Inc., hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a storm sewer on the property described below; does hereby donate, 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 or operate a storm sewer and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

A parcel of land located in Block 7, Greenacres, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the intersection of the center lines of 87th Street and Pacific Street; thence West along the center line of Pacific Street for a distance of 248.0 feet; thence North for a distance of 33 feet to a point on the South property line of said Block 7 and the point of beginning of a center line description of a 10 foot wide easement (5 feet either side); thence Northeast to a point 23.5 feet North of South property line and 199.5 feet West of East property line; thence East to a point, said point being 23.5 feet North of the South property line and 83.5 feet West of East property line; thence Northeast to a point, said point being 60.5 feet North of the South property line and 46.5 feet West of East property line; thence North 365 feet parallel to East property line to the point of termination.

Also, commencing at the Northeast corner of said Block 7; thence West along the North property line 26.5 feet to the point of beginning; thence South 23.5 feet; thence West 67 feet; thence North 23.5 feet; thence East along the North property line, 67 feet to the point of beginning.

Also, commencing at the Northeast corner of said Block 7; thence South 221.5 feet along the East property line to the point of beginning of a center line description of a 10 foot wide easement (5 feet either side); thence West 41.5 feet to the point of termination of said center line 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 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.

RECEIVED
1988 FEB 10 AM 11:03
GEORGE J. BIELEWICZ
CLERK OF DEEDS

839-125-623
146-149N 25-613
FEE 20.50
DEL VR MO WC
51-14180

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.

7. The undersigned wish(es) to donate a permanent sewer easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.

8. The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said permanent sewer easement right, and have by their voluntary act and deed waived these rights.

9. The undersigned has seen the plans for this project and understands the portion of the property the City will need to utilize for this project.

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

CORPORATION

COUNTRYSIDE VILLAGE, INC.

Name of Corporation

By

Jay W. Myers

Title

President

ATTEST:

By

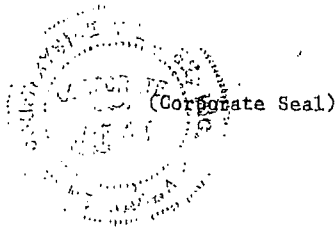
Mariana G. Myers

Title

Secretary

Date

2/8/88

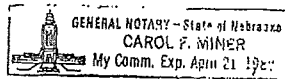


CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

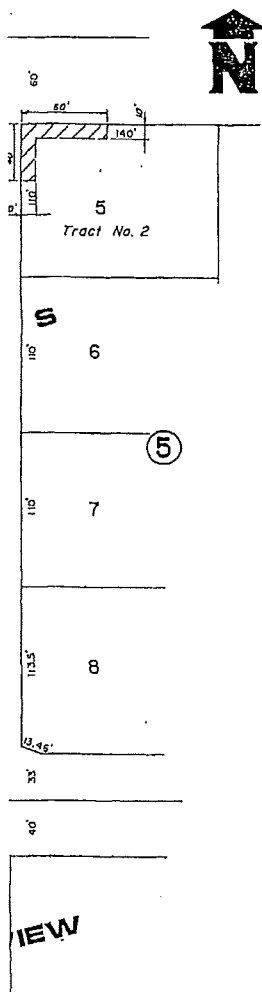
On this 8th day of February, 1988, before me, the undersigned, a Notary Public in and for said County, personally came Larry W. Myers, President of Countryside Village, Inc., a Nebraska Corporation, and Mariana G. Myers, Secretary of said Corporation, to me personally known to be the President and Secretary 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.



Carol F. Miner
NOTARY PUBLIC

My Commission expires 4/21/88





TRACT NO.	PERMANENT EASEMENT 	TEMPORARY EASEMENT 
1 ALL OF BLOCK 7, GREENACRES. Countryside Village, Inc., NE. Corp. Larry W. Meyers 10808 Prairie Hills Drive	7,650 S.F.	31,803 S.F.
2 LOT 5, BLOCK 5, GREENACRES Floyd E. and Marian M. Elmgren 901 South 87th Street		900 S.F.

EXHIBIT "A"
R.O.W. STRIP M.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT	DRAWN BY: <i>Ch. Hopkins</i> DATE <i>6-17-87</i>	ST.S. 480 SCALE: 1" = 50' SHEET <i>6</i>
	SURVEYED: _____ DATE _____	
	FIELD BOOK NO. _____	

