

5-14-73

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

C. Clifton Nelsen, Karen Ellen Nelsen Trust, Judith Lynne Nelsen Trust,

THAT Andrew Clifton Nelsen Trust, C. Clifton Nelsen, Trustee

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ten Thousand Three Hundred Eighty-Nine-Dollars (\$ 10,389.00) 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 Outfall Sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area described on Exhibit "A" attached hereto and made a part hereof. Payment to be made on or before June 30, 1973

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 Sanitary Outfall Sewer at the will of the CITY. The GRANTOR may, following construction of said Sanitary Outfall Sewer, continue to use the surface of the easement strip conveyed hereby for agricultural or other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows: Work to be completed by August 1974.

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. Such improvements may include landscaping, or road, street or parking area surfacing or pavement. Any trees, grass, and 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 Sanitary Outfall Sewer.
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 claim and demands of all persons. This easement runs with the land. The Grantor or assigns retains a right to tap in sewer lines from adjacent lands at existing manholes.
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 17th day of May A.D., 19 73.

C. Clifton Nelsen, Individual

C. Clifton Nelsen, Trustee

Dianne E. Nelsen

Name of Corporation

Corporate Seal

BY

President

ATTEST

Secretary

(Acknowledged on reverse side hereof)

DRAWINGS OF
SANITARY OUTLET SEWER
WEST PAPILLION CREEK

DRAWINGS IN BACK OF BOOK

POOR INSTRUMENT FILED

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

BOOK 523 PAGE 575

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 30th day of July, 1973, before me, a duly authorized Notary Public in and for said county, personally appeared C. Clifton Nelsen, Individual and Dianne E. Nelsen, Husband and Wife, to me known to be the identical persons who signed the foregoing easement, and they severally acknowledged the easement to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

John A. [Signature]
Notary Public



My commission expires on March 25 1974.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____, an unmarried person personally known to me to be the identical person who signed the above easement as Grantor, and acknowledged the easement to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____, President of the _____ Corporation, and

By _____
MAIL Joe [Signature] Deputy
Public Works
Compared 5-14-12 Fee 1.25

E. Harold Oster
REGISTER OF DEEDS

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 573 of Deeds Page _____

RECEIVED
1973 JUN 26 AM 8:36
G. HAROLD OSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1 Misc
[Signature]