



BK 1447 PG 301-303



MISC 2002 14726

IRSHAD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 JUN 27 PM 2:17

RECEIVED

**PERMANENT SEWER EASEMENT  
(INDIVIDUAL and/or PARTNERSHIP)**

POOR COPY

When recorded return to:  
City of Omaha, Nebraska

Public Works Department  
Design Division  
R-O-W Section  
(Tom Lund, RAW Agent)

FOR OFFICE USE ONLY	
Project:	Sewer Renovation from 31st Street to 34th Street, Johnson Street to Adams Street RMC# 6766
City Proj. No.:	
Tract No.:	
Address:	Veylupek Construction 3030 Uptown Parkway Omaha, Nebraska 68107

**KNOW ALL MEN BY THESE PRESENTS:**

THAT Edward P. Veylupek and Darleen J. Veylupek, husband and wife, and Terence L. Veylupek, a married person, and Patricia Veylupek, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of *Two thousand eight hundred eighty and 00/100 dollars (\$2,880.00)* 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, a permanent sewer easement for the right to construct, maintain and/or operate a sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"  
PERMANENT EASEMENT LEGAL 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, operating, repairing or replacing 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, nor any grading, fill or fill material, or embankment work, 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, road and/or street surfaces, parking area surfacing, and/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) This permanent sewer 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 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.
- 5) 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 permanent sewer 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 permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY may 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.

Misc 15.50  
 3 FEE 15.50 FB 61-60000  
 1 BKP 9-14-13 C/O COMP  
 1 DEL SCAN KS FV

POOR COPY

PERMANENT SEWER EASEMENT  
Page Two (2)

Edward P. Veylupek and Darleen J. Veylupek, husband and wife,  
and Terence L. Veylupek, a married person, and Patricia Veylupek

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) 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 (if applicable).

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 12  
day of June, 20 02.

INDIVIDUAL and/or PARTNERSHIP

Edward P. Veylupek  
Darleen J. Veylupek  
Terence L. Veylupek  
Patricia C. Veylupek

507-22-3731  
 (Social Security No.)  
505-30-3978  
 (Social Security No.)  
505-62-9078  
 (Social Security No.)  
505-70-0830  
 (Social Security No.)

INDIVIDUAL and/or PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 12 day of June, 20 02

before me, a Notary Public, in and for said County, personally came the above named:  
Edward P. Veylupek and Darleen J. Veylupek, husband and wife, and Terence L. Veylupek, a married person, and Patricia Veylupek

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 day and year last above written.



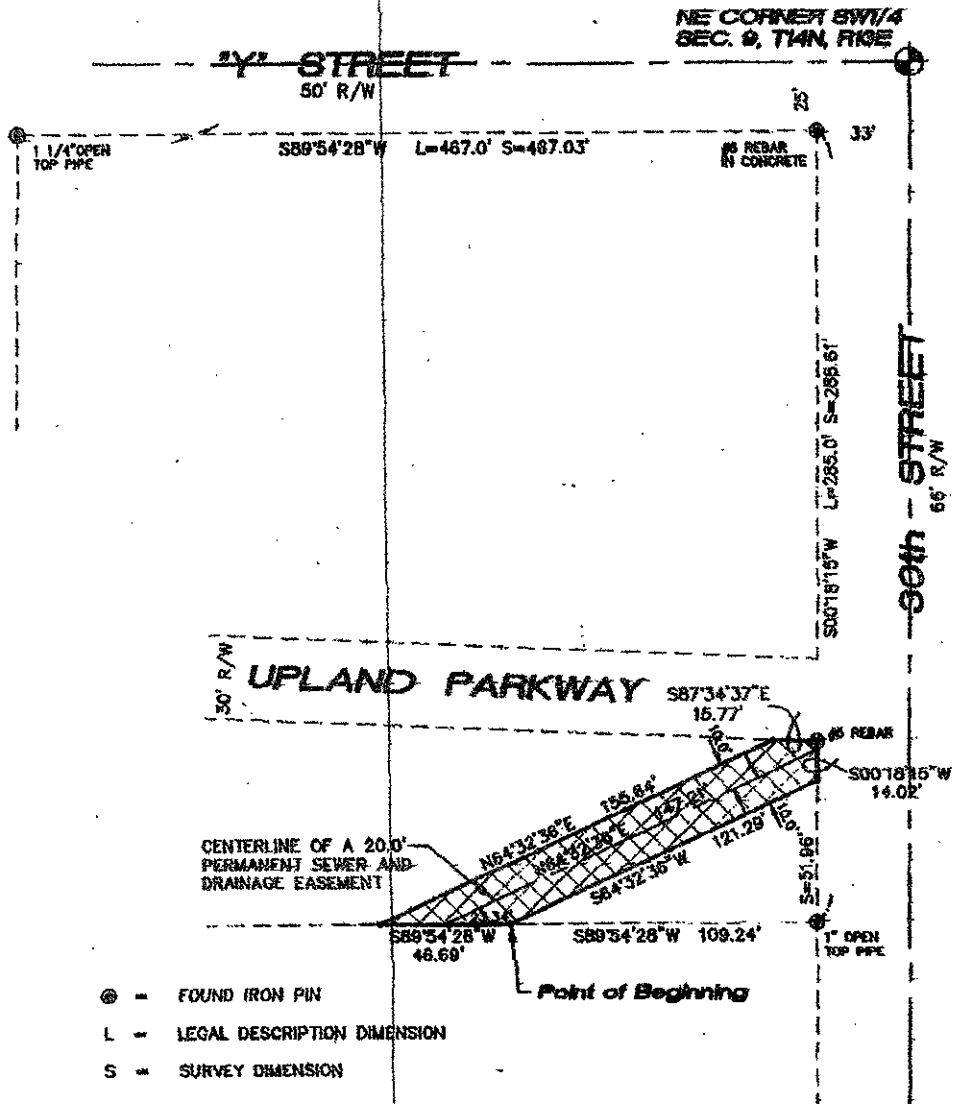
Wanda J. Bovee  
NOTARY PUBLIC

# Exhibit "A" Permanent Easement



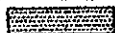


S.W. 1/4 SEC. 9-14-13  
SCALE: 1"=50'

**LEGAL DESCRIPTION - 20' WIDE PERMANENT SEWER AND DRAINAGE EASEMENT**  
 A 20 FOOT WIDE PERMANENT SEWER AND DRAINAGE EASEMENT LOCATED IN PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 30th STREET THAT IS 33 FEET WEST OF AND 310 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE S89°54'28"W (ASSUMED BEARING) 109.24 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'28"W 48.69 FEET; THENCE N64°32'36"E 158.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UPLAND PARKWAY; THENCE S87°34'37"E 15.77 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF 30th STREET; THENCE S00°18'15"W 14.02 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE S84°32'36"W 121.28 FEET TO THE POINT OF BEGINNING. DESCRIBED PERMANENT EASEMENT CONTAINS 2,880 SQUARE FEET, MORE OR LESS.



- ⊙ - FOUND IRON PIN
- L - LEGAL DESCRIPTION DIMENSION
- S - SURVEY DIMENSION

## CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.	PROJECT NO.	RNC 5798
	PERMANENT EASEMENT	2,880	S.F.	TRACT NO.	OXO
	TEMPORARY EASEMENT	-0-	S.F.		

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