

47-17

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CAMPBELL SOUP COMPANY, A NEW JERSEY CORPORATION hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three Thousand Four Hundred Ninety-three Dollars (\$3,493.00) 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.

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:

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.
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. Crop damage in the future caused by CITY exercising its rights of inspecting, maintaining, or operating said Sanitary Outfall Sewer will be compensated for in an amount based on the yield from the balance of the field, less expenses for preparing a seed bed, fertilizing, planting, seed, insecticides, herbicides, cultivating, harvesting or marketing as each may be applicable. Payment will be by a single warrant made payable jointly to owner and tenant to be divided by them as they may mutually agree.
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 9th day of January A.D., 19 74.

CAMPBELL SOUP COMPANY
By John R. Hochreiner
John R. Hochreiner
Director, Industrial Research

Name of Corporation

Corporate Seal BY _____ President

ATTEST _____ Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land
Owner (Tenant Operated)

40-033475

47-17A

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF _____)
COUNTY OF _____) SS

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

_____ and _____, 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.

Notary Public

My commission expires on _____.

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 NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 9th day of January, 1974, before me, a duly authorized Notary Public in and for said county, personally appeared John R. Hochreiner,

Director, Industrial Research, President of the Campbell Soup Company
_____ a New Jersey Corporation, and

_____, 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 seal the day and year last above written.

Joseph F. Kotlarz
Notary Public



My commission expires on _____.

