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PERMANENT SEWER EASEMENT

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RICHARD N. TAKECHI
REGISTERED DEEDS
DOUGLAS COUNTY, NE

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section
Tim Phelan, R/W Agent

FOR OFFICE USE ONLY	
Project:	72nd Street widening Improvement
City Proj. No.:	S.P. 86-23
Tract No.:	28
Address:	928 So. 72nd Street Omaha, Nebraska 68124

KNOW ALL MEN BY THESE PRESENTS:

THAT **Raymond F. Ellis & Lorraine Ellis, Randal D. Ellis** hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing the **72nd Street widening Improvement** 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, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, 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, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewer, drainage structure, and/or drainage way 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. The City will allow GRANTOR, or their successors, heirs, and assigns, to construct a building on, over and across the said permanent easement area, provided the sewer is properly encased and said encasing is approved by the CITY. 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 themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, that they, the GRANTOR are well seized in fee of the above described property and that they have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that they will, and 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.

51090 H VP
 FEE _____ FB 01-100000
 BKP 350 / 0 COMP _____
 DFL _____ SCAN dc PV _____

- 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 an Agreement between the Ellis family and the City of Omaha, an Acquisition and a Temporary Construction Easement, and Permanent Sidewalk Easement between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon 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 hands this 14th day of Feb., 1998.

Raymond F. Ellis
Raymond F. Ellis

Lorraine Ellis
Lorraine Ellis

Randal D. Ellis
Randal D. Ellis

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

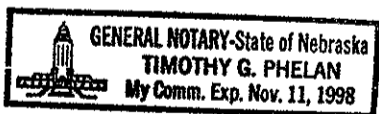
On this 14th day of Feb, 1998.

before me, a Notary Public, in and for said County, personally came the above named:

Raymond F. Ellis & Lorraine Ellis, Randal D. Ellis

who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.



Timothy G. Phelan
NOTARY PUBLIC

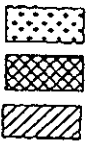
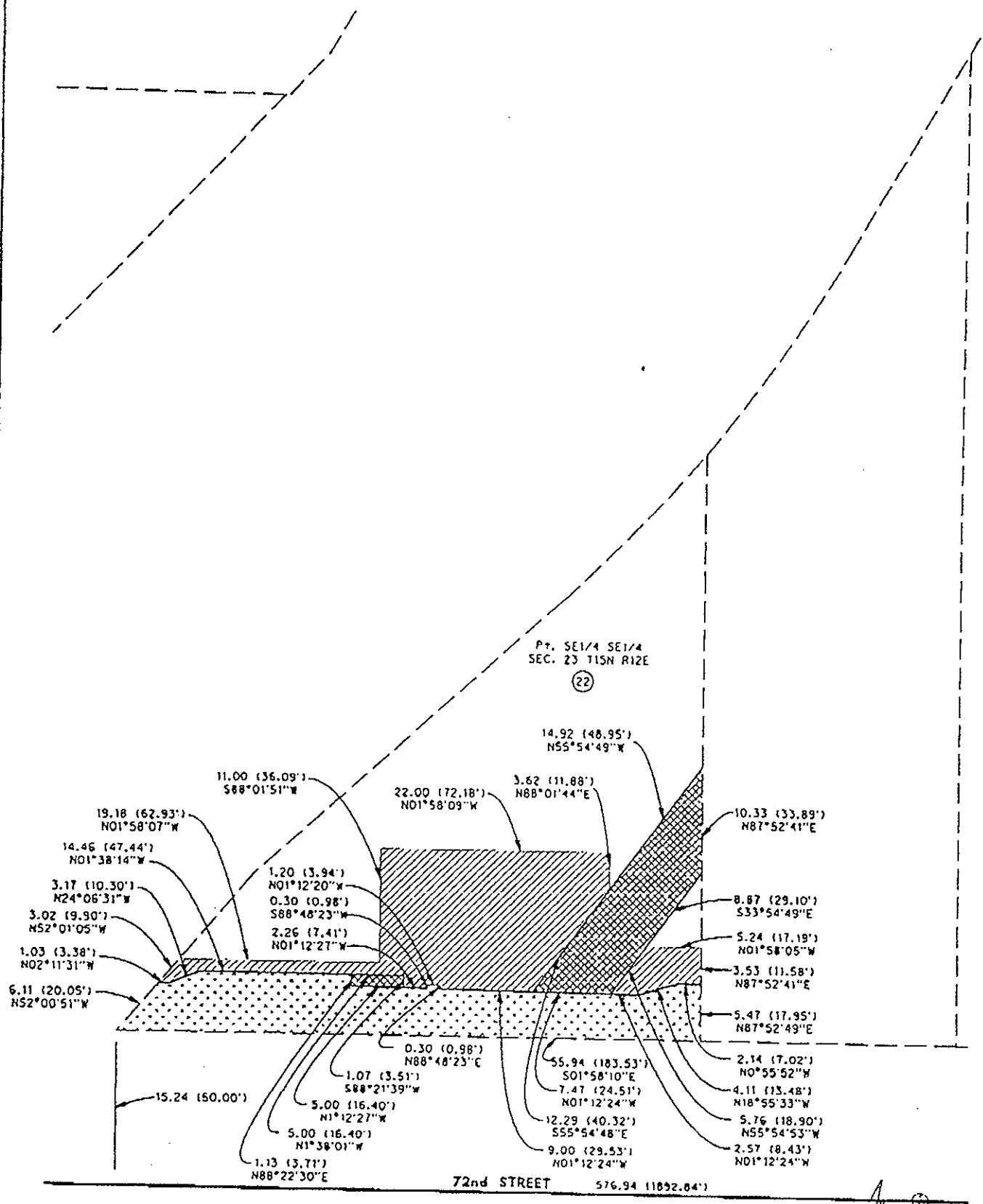
My Commission expires _____

EXHIBIT "A"

Permanent Sewer Easement:

A tract of land located in the SE1/4 of the SE1/4 of Section 23, T15N, R12E of the 6th P.M., Douglas County, Nebraska, and described as follows: Beginning at a point 521.00 meters (1,709.32 feet) south of and 16.17 meters (53.05 feet) west of the northeast corner of the said SE1/4 of the SE1/4 of Section 23; thence S33°54'49"E a distance 14.63 meters (48.00 feet); thence S01°12'21"E a distance of 7.47 meters (24.51 feet); thence N55°54'49"W a distance of 27.28 meters (89.50 feet) thence N87°52'41"E a distance of 3.53 meters (11.58 feet) to the Point of Beginning.

Scale = 1:500



LAND ACQUISITION 282.80 (3044.03)
 PERMANENT EASEMENT 133.32 (1435.04)
 TEMPORARY EASEMENT 310.50 (3342.19)
 LEGEND: S.M. (S.F.)

PROJECT NO. SP 86-23
 TRACT NO. 22
 DATE: FEB 2, 1998

OWNER: RAYMOND F. & LORRAINE ELLIS, ETAL
 928 S. 72nd STREET
 OMAHA, NE. 68124

LEAD AGENCY:
 CITY OF OMAHA
 PUBLIC WORKS DEPARTMENT