



BK 1395 PG 489-491



MISC 2001 12861

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
COUNTY OF DOUGLAS, NE

SEWER EASEMENT  
(and/or PARTNERSHIP)  
DONATION

01 AUG 20 AM 9:18

RECEIVED

When recorded return to:  
City of Omaha, Nebraska  
Public Works Department  
Design Division  
R-O-W Section  
(Tom Lund, R/W Agent)

FOR OFFICE USE ONLY	
Project:	105 <sup>th</sup> & I Storm Improvement
City Proj. No.:	
Tract No.:	
Address:	10550 I Street Omaha, NE 68127

**KNOW ALL MEN BY THESE PRESENTS:**

THAT SINR Enterprises, LLC, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One and 00/100 dollars (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, 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 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:

A parcel of land located in Lot 2, Pamida I Street, an addition to the City of Omaha, Douglas County, Nebraska and more particularly described as follows:  
Beginning at the SW corner of said Lot 2; thence Northerly a distance of 420.0 feet along the Westerly property line of said Lot 2; thence Easterly a distance of 20.0 feet; thence Southerly a distance of 420.0 feet parallel to the Westerly property line of said Lot 2; thence Westerly a distance of 20.0 feet along the Southerly property line to the point of beginning, as shown on the attached "Exhibit "A."

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.

PUBLIC WORKS DEPARTMENT  
RIGHT-OF-WAY SECTION SUITE 604  
OMAHA/DOUGLAS CIVIC CENTER  
1819 FARNAM STREET  
OMAHA, NEBRASKA 68103

Misc 15.8 FB \_\_\_\_\_  
 3 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 1 DEL \_\_\_\_\_ SCAN OK FV \_\_\_\_\_

PUBLIC WORKS DEPARTMENT  
RIGHT-OF-WAY SECTION SUITE 604  
OMAHA/DOUGLAS CIVIC CENTER  
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OMAHA, NEBRASKA 68103

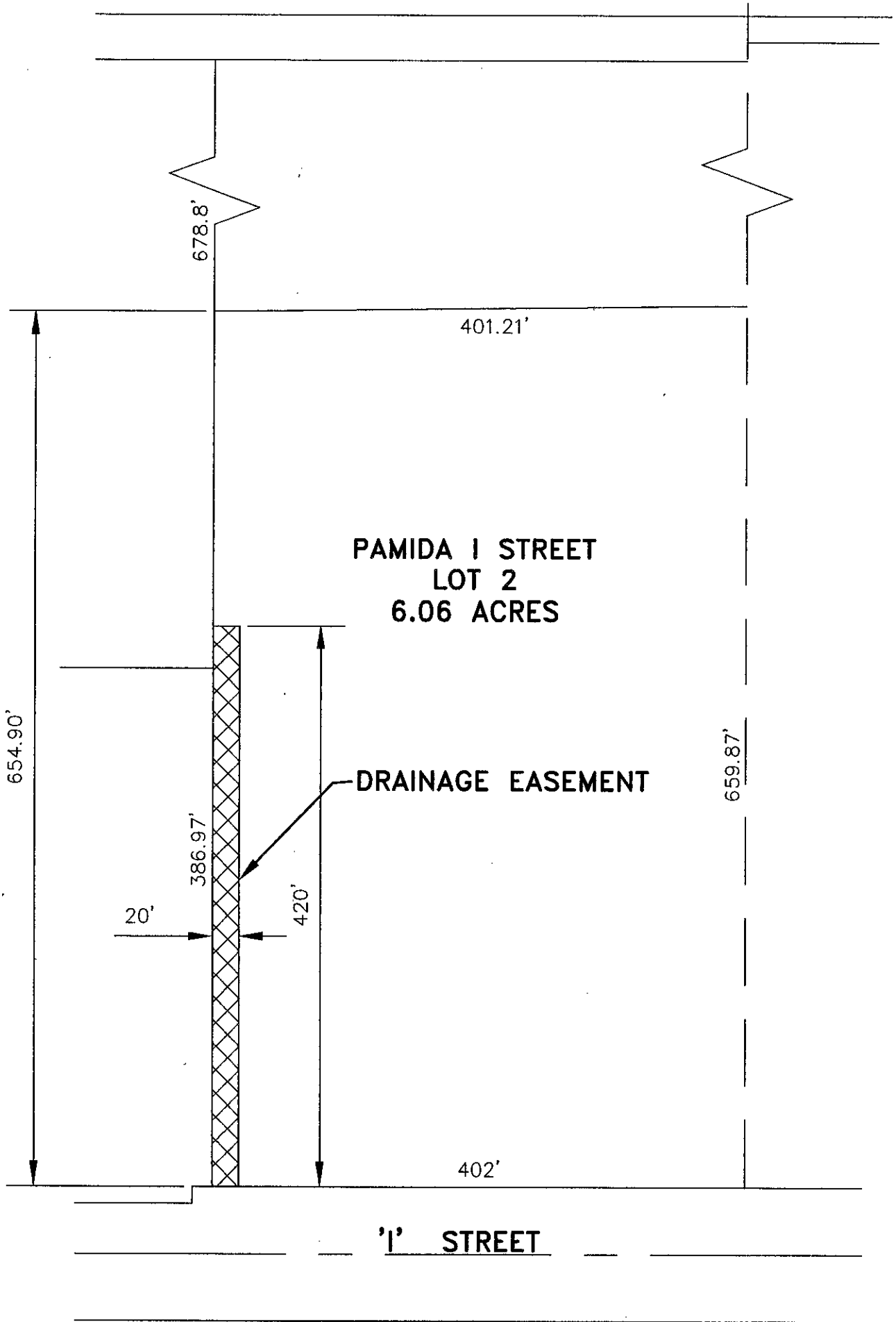


Exhibit "A"






N.W. 1/4 SEC. 04-14-12

SCALE: 1" = 100'



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.	PROJECT NO. _____
	PERMANENT EASEMENT	8400	S.F.	TRACT NO. _____
	TEMPORARY EASEMENT	-0-	S.F.	