

BOOK 583 PAGE 587

SANITARY SEWER EASEMENT AND AGREEMENT

This easement and agreement made and entered into this 14th day of July, 1977, by and between _____ (Grantor) and the City of Omaha, Nebraska, a Municipal Corporation (Grantee).

WITNESSETH:

In consideration of one dollar and other valuable consideration and the mutual promises and covenants contained herein, it is agreed as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant and convey unto Grantee a permanent easement across and under that certain property described and shown on Exhibit A attached hereto and incorporated herein by this reference.

2. PURPOSE. The purpose of the easement granted herein shall be for the construction, repair, replacement and maintenance of a sanitary sewer line.

3. REPAIR OF SURFACE. Grantee agrees that upon completing the construction, repair, replacement or maintenance of such sewer line within said easement right-of-way the Grantee will replace and restore the surface of the easement right-of-way to substantially the same condition as it existed prior to such construction, repair, maintenance, or replacement, including the replacement by Grantee of any paved surfaces.

4. NO PERMANENT STRUCTURES. Grantor agrees that it will not construct upon the easement right-of-way, permanent structures or buildings provided, however, Grantor may construct private streets or drives or a paved parking lot over and across the easement right-of-way granted herein.

5. BINDING ON SUCCESSORS. The benefits of this agreement shall inure to and the obligations of this agreement shall be binding upon the respective successors and assignees.

DATED this 14th day of July, 1977.

MILLARD PLAZA ASSOCIATES
a Nebraska General Partnership

Charles P. Thomas
a General Partner


BOOK 583 PAGE 588

COUNTY OF Douglas
STATE OF Nebraska ss.

ACKNOWLEDGEMENT

On this 14th day of July, 1977, before me a notary public personally appeared Charles Turner to me known to be the identical person who signed the foregoing Easement and Agreement as a general partner of Millard Plaza Associates, a Nebraska General Partnership, and he acknowledged the execution of said document to be his voluntary act and deed and the voluntary act and deed of said partnership.

Betty L Erdman
Notary Public

 GENERAL NOTARY - State of Nebr.
BETTY L. ERDMAN
My Comm. Exp. Oct. 1, 1979

BOOK 583 PAGE 589
EXHIBIT A

MILLARD PLAZA

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT

JOB NO. 1008A-31

MAY 18, 1977

EASEMENT NO. 2

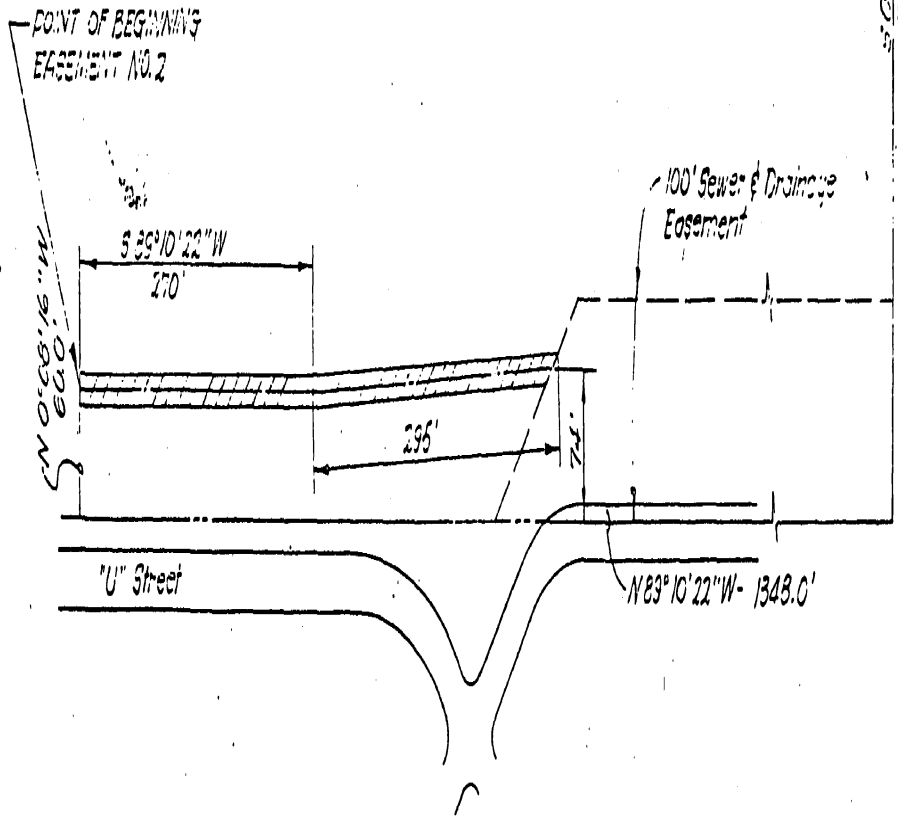
A 15 FEET WIDE PERMANENT SANITARY SEWER EASEMENT IN THE NORTHWEST QUARTER SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST, DOUGLAS COUNTY, NEBRASKA, LYING 7.5 FEET EITHER SIDE OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00°08'16" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SECTION 12 A DISTANCE OF 1319.82 FEET TO THE CENTER OF SAID SECTION 12; THENCE NORTH 89°10'22" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER SECTION 12 A DISTANCE OF 1348.0 FEET; THENCE NORTH 00°08'16" WEST A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING OF SAID 15 FEET WIDE EASEMENT; THENCE SOUTH 89°10'22" WEST A DISTANCE OF 270.0 FEET; THENCE NORTHEASTERLY A DISTANCE OF 295.0 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 100 FEET WIDE SEWER AND DRAINAGE EASEMENT, WHICH POINT IS 74.0 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 12, AND WHICH POINT IS ALSO THE POINT OF TERMINATION OF THE EASEMENT.

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

Scale: 1" = 100'

BOOK 583 PAGE 590



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Cooper

Index

Rec. 18.83

Book 583

Page 589

of 589

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GEORGE H. OSTER

REGISTERED SURVEYOR

DOUGLAS COUNTY MEMBER

14 June