



BK 0831 PG 092



MISC 1987 19113

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT A & S Financial Services, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three Hundred Twenty Three and No/100 Dollars (\$323.00) 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 storm sewer drainageway, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A 20-foot wide strip of land across part of Lot 248, Crescent Oaks Subdivision, a subdivision located in the Northeast Quarter (NE 1/4) of Section 35, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska. Said 20-foot wide strip of land extends from the Westerly right-of-way line of 144th Street to an existing 30-foot Permanent Sewer and Drainage Easement and is more particularly described as follows:

Commencing at the Southeast corner of said Lot 248; thence N00°00'00"E (assumed bearing), along the Westerly right-of-way line of 144th Street, a distance of 20.00 feet to the point of beginning; thence N32°03'46"W a distance of 279.08 feet to a point on an existing 30-foot Permanent Sewer and Drainage Easement; thence N28°01'30"E, along said existing Easement, a distance of 23.07 feet; thence S32°03'46"E a distance of 258.66 feet, to a point on said Westerly right-of-way line of 144th Street; thence S00°00'00"W, along said Westerly right-of-way line a distance of 37.68 feet to the point of beginning.

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 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 grading, fill or fill material, embankment work, 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. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing 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. 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 claims 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.
6. 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.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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7. The CONSIDERATION stated herein for the acquisition of said real estate includes any damages to the remaining property, if any, of GRANTOR(S), and the GRANTOR(S) waive(s) the statutory procedure for arriving at damages by reason of any change of grade and waive(s) any damages for any change of grade in the construction of the improvement to which this pertains.

8. CITY agrees to pay expenses for abstracts of title, release of mortgages, recording fees, and revenue stamps, if required. Real estate taxes for the current year will be prorated as of the date of closing.

9. The above consideration shall cover all damages caused by the CITY'S construction of the above project by the CITY except for CROP DAMAGE, if any, which will be paid for one year crop damage in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to the proximate cause of construction.

THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE FOLLOWING CONDITIONS - READ IT.

The representative of the Public Works Department, City of Omaha, Nebraska, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the Public Works Department, City of Omaha, Nebraska. It is also understood that this agreement shall not be legal and binding without the approval of the City Council of Omaha.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this 30 day of August A.D., 1987.

CORPORATION

A & S FINANCIAL SERVICES, INC.

Name of Corporation

By John H. Vaughn Title

ATTEST:

By Bonnie Mordhorst Title

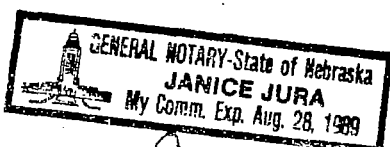
Date 8/31/87

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30 day of August, 1987, before me, the undersigned, a Notary Public in and for said County, personally came John H. Vaughn, President of A & S Financial Services, Inc., a Nebraska Corporation, and Bonnie Mordhorst, 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 Notarial Seal at Omaha in said County the day and year last above written.



Janice Jura
NOTARY PUBLIC

My Commission expires August 28, 1989