

CITY COPY

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PERMANENT SEWER EASEMENT

PROJECT NO. S.O.S. 4265

TRACT NO. 12

Joseph R. McDermott & Ada B. McDermott, husband & wife

KNOW ALL MEN BE THESE PRESENTS:

THAT JOSEPH R. MC DERMOTT & ADA B. MC DERMOTT, HUSBAND & WIFE hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eight Hundred Ninety Seven & no-----Dollars (\$ 897.00) and other valuable consideration, 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 parcel of land described as follows, to-wit:

PERMANENT EASEMENT

A PERMANENT SEWER AND DRAINAGE EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 144TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF "F" STREET; THENCE S87°32'24"W (ASSUMED BEARING) ALONG SAID NORTH RIGHT-OF-WAY LINE OF "F" STREET, A DISTANCE OF 29.34 FEET; THENCE N02°20'48"W, A DISTANCE OF 262.17 FEET; THENCE N14°32'15"W, A DISTANCE OF 145.08 FEET; THENCE N59°23'21"W, A DISTANCE OF 2970.37 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 11 EAST; THENCE N01°38'58"W, ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 35, A DISTANCE OF 23.65 FEET; THENCE S59°23'21"E, A DISTANCE OF 2,982.89 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF 144TH STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF 144TH STREET, ON THE FOLLOWING DESCRIBED CURVES: S01°57'49" E, A DISTANCE OF 18.85 FEET; THENCE N88°02'11" E, A DISTANCE OF 25.00 FEET; THENCE S01°57'49"E, A DISTANCE OF 65.00 FEET; THENCE S06°33'02"E, A DISTANCE OF 337.65 FEET TO THE POINT OF BEGINNING.
7. The owner has the right to make use of the Permanent Easement area for an Access Road.
8. The size of advertising signs shall be of the type constructed requiring no footings or pilings within the Permanent Easement area.
9. The City will build a stub-out for a proposed Sewer Connection located at the manhole designated as a M.H. to be built with a stub-out as shown on the plan attached.

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 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 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 10 day of A.D., 1981.

Handwritten signatures of Joseph R. McDermott and Ada B. McDermott.

Name of Corporation
Corporate Seal By Attest President Secretary

Form C (Acknowledged on reverse side hereof)

TOP 800

INDIVIDUAL ACKNOWLEDGEMENT

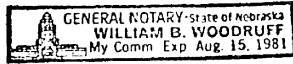
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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On this 10 day of JUNE, 1981, before me a Notary Public, in and for said County, personally came the above named: JOSEPH R. McDERMOTT AND ADA B. McDERMOTT

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



William B. Woodruff
NOTARY PUBLIC

My Commission expires _____

35-15-11
CORPORATE
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of [Signature]

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RECEIVED
1981 SEP 15 AM 11:03
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

39 Mac

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ 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 Notarial Seal at Omaha in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires _____

Public Works
6th Fl