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Received - DIANE L. BATTIATO Register of Deeds, Dougles County, NE 11/7/2008 13:08:11.54 2008 108364

PERMANENT STORM SEWER EASEMENT

THAT Kay Dee Co. of Omaha, a Nebraska corporation, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City of Omaha, Nebraska, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to own, operate, maintain and re-construct a Permanent Storm Sewer (hereafter "Sewer") on the real property that is legally described 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 owning, operating, inspecting, maintaining or reconstructing said Sewer at the will of the CITY. The GRANTOR, and its successors and assigns, may, following construction of said Sewer by GRANTOR'S successor-in-title, continue to use the surface of the easement property 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. This easement runs with the land. 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 and in conformity with permits issued by 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, its successors or assigns.
- 2. That GRANTOR, or its successors or assigns, will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, including damage to, or loss of, trees and shrubbery.
- 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 itself and for its successors and assigns, does hereby confirm with the said CITY and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
- 5. That said easement is granted upon the condition that the GRANTOR'S successor-in-title 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 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, GRANTOR has executed this easement this 2 day of October, 2008.

GRANTOR: KAY DEE CO. OF OMAHA

BY Flow Robert M. Schaefer, President

STATE OF NEBRASKA
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ss
COUNTY OF DOUGLAS
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The foregoing instrument was acknowledged before me this 2 day of 2008, by Robert M. Schaefer, President of Kay Dee Co. of Omaha, a Nebraska corporation, on behalf of said corporation.

GENEVAL DUNITY - State of Nebrasica DAMES D. WALSH Thy Course Exp. Nov. 29, 2005

My commission expires

11/29/08

Notary Public

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