



BK 0940 PG 431



MISC 1990 18543

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kay Dee Co. of Omaha, Inc., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of no Dollars (\$ no) 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 sanitary sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A strip of land over and across a portion of ^{Tax} lot 7 lying in the E 1/2 SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows: from the northwest corner of said E 1/2 SW 1/4 in said Section 1, T 14 N, R 12 E; thence S 00°00'W (assumed bearing) along the west line of said E 1/2 SW 1/4 a distance of 100.0 feet to a point on the southerly R.O.W. line of a frontage road, said point being the point of beginning; thence N 90°00' E along said southerly R.O.W. line a distance of 24.01 feet; thence S 00°00' W a distance of 111.25 feet; thence S 00°10'07" E a distance of 1059.30 feet; thence S 06°49'26" E a distance of 127.75 feet; thence S 83°10'34" W a distance of 20.00 feet; thence N 06°49'26" W a distance of 188.90 feet to a point on the west line of said E 1/2 SW 1/4; thence N 00°00' E along said west line a distance of 1112.21 feet to the point of beginning. See Exhibit A 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 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.

