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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/11/2015 09:48:29.01

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**PERMANENT SEWER EASEMENT
 (Corporation)**

When recorded return to:
 City of Omaha, Nebraska
 Public Works Department
 General Services Division
 R-O-W Section

THAT **Custard Cats, LLC**, a Kansas limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of one dollar (\$1.00) 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, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" PERMANENT EASEMENT DEPICTION AND LEGAL DESCRIPTION

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, operating, repairing or replacing 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.

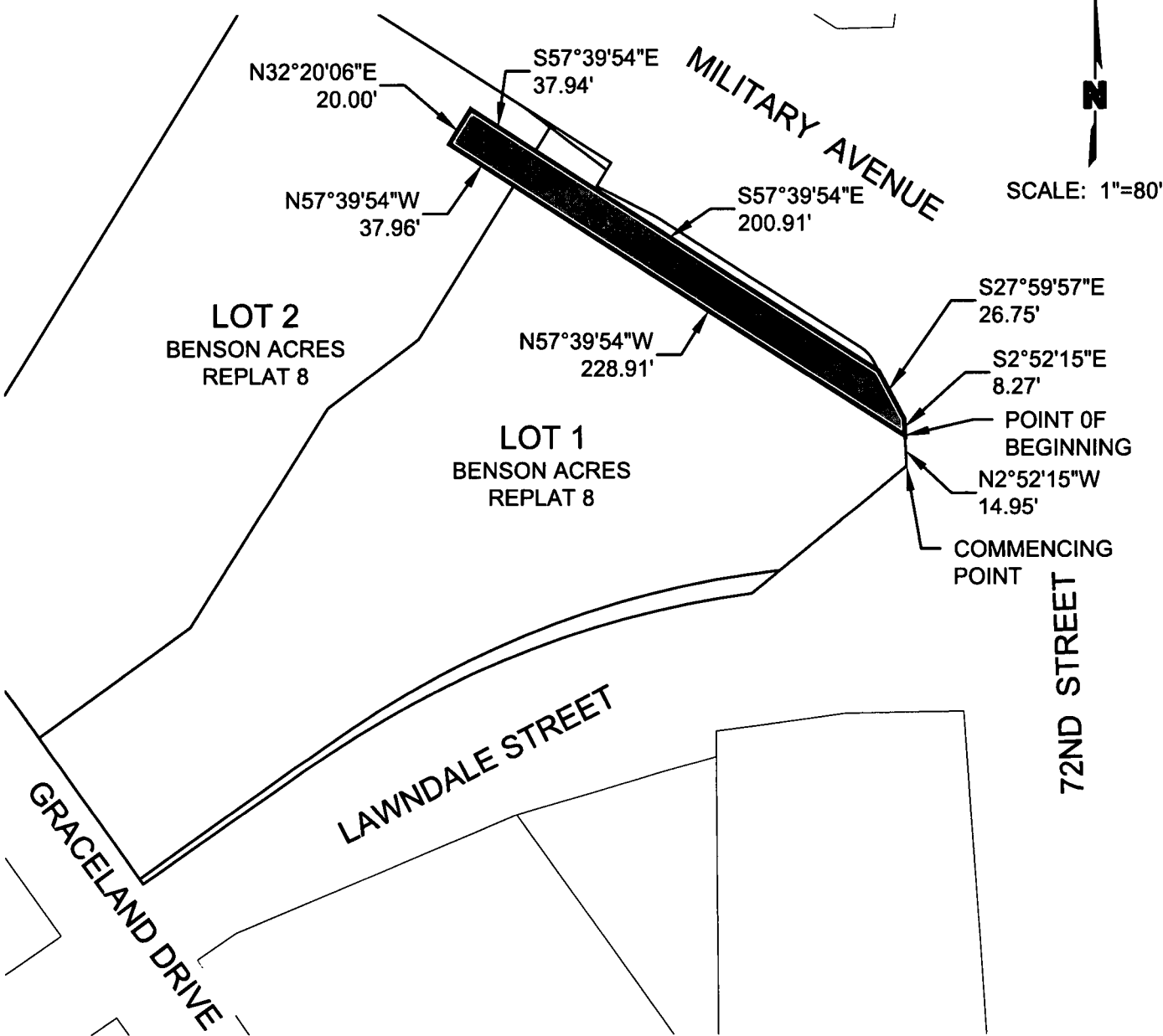
It is further agreed as follows:

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- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, 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, road and/or street surfaces, parking area surfacing, and/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 may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above
- 4) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 5) 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.
- 6) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 7) That said permanent sewer easement is granted upon the condition that the CITY may 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.
- 8) 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:

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

DWG: F:\Projects\014-3293\40-Design\AutoCAD\Final Plat\Sheets\EASEMENTS\C_ESM_San Sew North_43293-05-06-15.dwg
 DATE: Aug 04, 2015 10:40am
 USER: dfjare
 XREFS: 43293_PBNBY



LEGAL DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN LOTS 1 AND LOT 2, BENSON ACRES REPLAT 8, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 1, BENSON ACRES REPLAT 8, SAID CORNER ALSO INTERSECTS THE WEST RIGHT-OF-WAY LINE OF 72ND STREET AND THE NORTH RIGHT-OF-WAY LINE OF LAWDALE STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, ON AN ASSUMED BEARING OF N2°52'15"W, 14.95 FEET TO THE POINT OF BEGINNING; THENCE N57°39'54"W, 228.91 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, BENSON ACRES REPLAT 8; THENCE CONTINUING N57°39'54"W, 37.96 FEET; THENCE N32°20'06"E, 20.00 FEET; THENCE S57°39'54"E, 37.94 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, BENSON ACRES REPLAT 8, THENCE CONTINUING S57°39'54"E, 200.91 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MILITARY AVENUE; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE S27°59'57"E, 26.75 FEET TO THE INTERSECTING POINT OF SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE ON SAID WEST RIGHT-OF-WAY LINE S02°52'15"E, 8.27 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 5,104.16 SQ. FT. OR 0.117 ACRES MORE OR LESS.

PROJECT NO:	014-3293
DRAWN BY:	GRK/DSH
DATE:	05/06/2015

**SANITARY SEWER
 EASEMENT**
 BENSON ACRES REPLAT 8


 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
1