

89-05172

FILED'S
INSTRUMENT NUMBER
89-05172

NOTED
PAGE
GRANT
GRANT
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1550

Project No. S.O.S. 4859
Tract No. 3
Address: 6420 Ponderosa
Lincoln, NE 68510

ISSUED MAY -3 PM 2:45

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
REGISTER OF DEEDS

THAT Judith I. Frederick and LeRoy Frederick, hereinafter referred to as GRANTOR; (whether one or more) for and in consideration of the sum of Two Hundred Ten Dollars (\$210.00) 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 sanitary outfall sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

PERMANENT SANITARY SEWER EASEMENT:

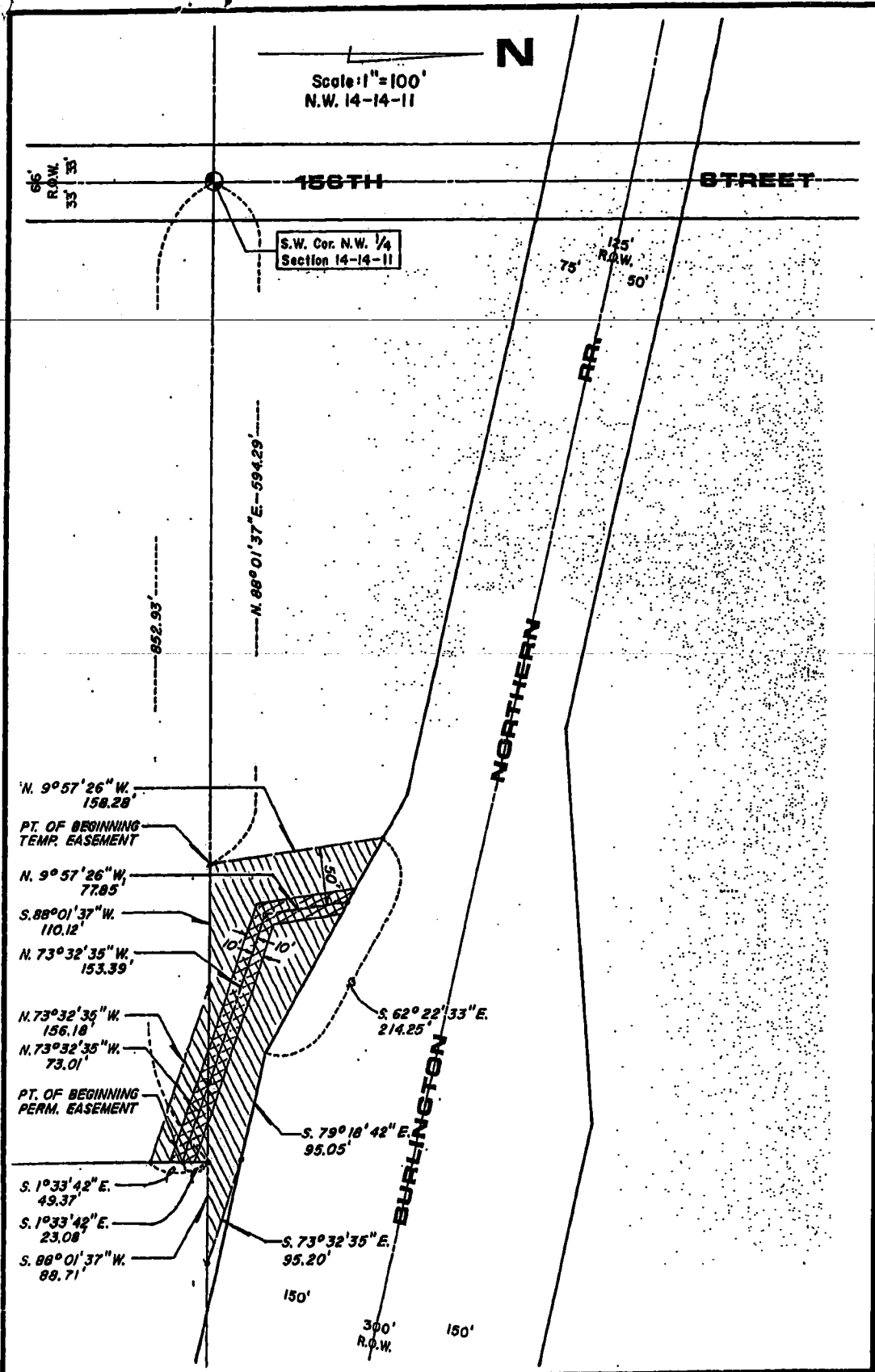
A 20 ft. wide Permanent Sanitary Sewer Easement the center line of which is more particular described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 14 Township 14 North Range 11 East; thence North 88°01'37" East along the South line of said Northwest 1/4, Section 14, Township 14 North, Range 11 East for a distance of 852.93 feet to a point at the Northeast corner of the West 852.93 feet of the Southwest 1/4 Section 14, Township 14 North, Range 11 East; thence South 1°33'42" East along the East line of said West 852.93 feet of the Southwest 1/4 for a distance of 23.08 feet to the point of beginning. Thence North 73°32'35" West for a distance of 73.01 feet to a point on the North line of said Southwest 1/4 Section 14, said point being North 88°01'37" East a distance of 783.50 feet from the Southwest corner of the Northwest 1/4 of Section 14, Township 14 North, Range 11 East; thence continuing on a bearing of North 73°32'35" West a distance of 153.39 feet; thence North 09°57'26" West a distance of 77.85 feet to the point of termination of said easement.

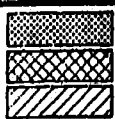
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to 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.



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



LAND ACQUISITION	_____	S.F.
PERMANENT EASEMENT	6,085	S.F.
TEMPORARY EASEMENT	20,319	S.F.

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