

Return to:

John C. Beckman
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Omaha, NE 68114-3773

96-17097

FILED OCT 23 1996
INSTRUMENT NUMBER
No 017097

96 OCT 23 PM 2:07

Blair J. [Signature]
REGISTER OF DEEDS

99
20.50
X
CITY

Project No. _____
Tract No. _____
Address: N/A

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PAPIO VALLEY LAND COMPANY, a Nebraska general partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Eleven Thousand Six Hundred Forty and no/100 Dollars (\$11,640.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 392 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to their successors and assigns, an easement for the right to construct, maintain and operate sanitary interceptor and outfall sewer appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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:

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, its 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, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the 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 work.
5. That said GRANTOR for themselves, their heirs, devisees, personal representatives, successors and assigns, does confirm with the said CITY and its assigns, and that they, the GRANTOR is 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 and their heirs, devisees, personal representatives, successors and assigns, 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.
6. That said 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.
7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

017097

96-17097A

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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set their hands this 22nd day of August, 1996.

PAPIO VALLEY LAND COMPANY, a
Nebraska general partnership

By Margery L. Graham

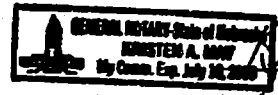
By General Partner

By _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.:

On this 22nd day of August, 1996, before me, the undersigned, a Notary Public in and for said County, personally came Margery L. Graham General Partner and _____, partners of PAPIO VALLEY LAND COMPANY, a Nebraska general partnership, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be its voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Kristen A. May
Notary Public

My commission expires: _____

96-17097B

LEGAL DESCRIPTION

A permanent twenty foot (20') easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 16, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows. Commencing at the northeast corner of the said Northeast Quarter of Section 16;

Thence South 01°09'46" East (bearings referenced to the Final Plat of CANNON CREEK 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 760.00 feet along the east line of the said Northeast Quarter of Section 16 to the TRUE POINT OF BEGINNING;

Thence continuing South 01°09'46" East for 20.00 feet along said east line of the Northeast Quarter of Section 16;

Thence South 88°50'14" West for 85.99 feet;

Thence South 81°58'39" West for 288.08 feet;

Thence North 81°54'11" West for 325.98 feet;

Thence North 63°42'13" West for 321.59 feet;

Thence North 61°50'25" West for 266.86 feet;

Thence North 59°47'27" West for 310.94 feet;

Thence North 57°59'20" West for 196.40 feet;

Thence North 65°51'43" West for 172.21 feet;

Thence North 01°48'59" West for 158.23 feet to the north line of the said Northeast Quarter of Section 16;

Thence North 89°25'09" East for 20.00 feet along the said north line of the Northeast Quarter of Section 16;

Thence South 01°48'59" East for 145.29 feet;

Thence South 65°51'43" East for 161.08 feet;

Thence South 57°59'20" East for 197.46 feet;

Thence South 59°47'27" East for 310.27 feet;

Thence South 61°50'25" East for 266.18 feet;

Thence South 63°42'13" East for 318.06 feet;

Thence South 81°54'11" East for 319.95 feet;

Thence North 81°58'39" East for 286.45 feet;

Thence North 88°50'14" East for 88.99 feet to the Point of Beginning.

Contains 0.99 acres

April 9, 1996

LAMP, RYNEARSON & ASSOCIATES, INC.

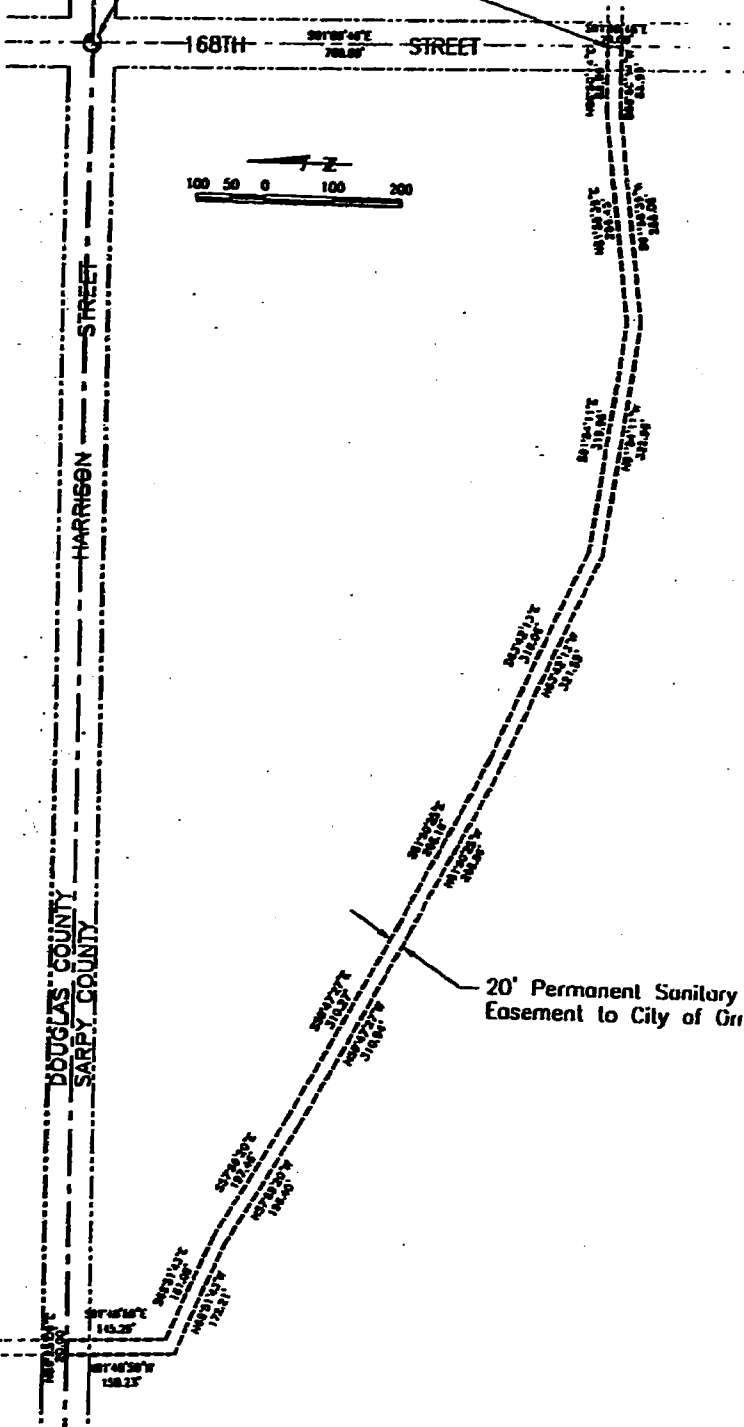
93947-1237

(20' perm outfall ease, NE 1/4, S16-T14N-R11E, Sarpy)

96-17097 C

NE Cor. NE 1/4 Sec. 16
T14N, R11E
Point of Commencement

Point of Beginning



Book _____ Page _____ Date 4/10/96 Dwn By HWB Job Number 93947-1237

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 engineers surveyors planners
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 TREF: 9423E100 9423T001 FAX 402-498-2730