

PERMANENT SEWER EASEMENT

CITY COPY

KNOW ALL MEN BE THESE PRESENTS:

THAT Henry J. & Regina Marie Selk, Husband & Wife as Joint Tenants hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a sanitary sewer on the property described below; does hereby donate, 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 20 Foot Permanent Sanitary Sewer Easement

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 17, Township 14 North, Range 13 East; also known as the Southwest corner of Tax Lot 3; thence East along said 4 line for a distance of 23.95 feet; thence North 35°07'04" East for a distance of 19.95 feet to a point on a line; said point being also the center line of an existing manhole location known as Manhole Station No. 118 + 12.1; thence from the center line of said Manhole Station North 37°52'18" East for a distance of 70 feet to a point, said point being the point of beginning and the center line of a 20 foot permanent sanitary sewer easement, 10 feet either side of the following described center line:

Thence North 07°07'42" West for a distance of 35.36 feet; thence North 37°52'18" East for a distance of 182.40 feet; thence North 07°07'42" East for a distance of 35.36 feet, said point being the center line of an existing manhole location known as MH Station No. 121 + 14.1, said point also being the end of the 20 foot permanent sanitary sewer 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 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, different agreements or understandings, except as 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 9 day of JULY A.D., 1982

x Henry J. Selk
x Regina M. Selk

FILED SARY CO., NE 12-25
BOOK 55 OF Muse Rec

Name of Corporation 462

Corporate Seal 1982 JUL 16 AM 10:24 _____ President
Attest _____ Secretary
Carl P. Hestler

55-462A

INDIVIDUAL ACKNOWLEDGEMENT

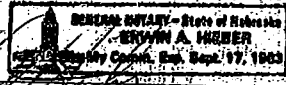
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 7 day of July, 1982, before me a Notary Public, in and for said County, personally came the above named: Husband & Wife Vas Corbett

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

[Signature]
NOTARY PUBLIC



My Commission expires Sept. 17, 1983

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3 day of July, 1982, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ Corporation, and _____ Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

NOTARY PUBLIC

My Commission expires _____

Exhibit "A"

CITY COPY

Legal Description

Tax Lot 3, in the North half of the Southwest Quarter of Section 17, Township 14 North, Range 13, East of the 6th P.M., in Sarpy County, Nebraska, except a tract of land for County road right-of-way located across Tax Lot 4A and Tax Lot 3 in the Southwest Quarter of Section 17, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; commencing at a point 118.55 feet South and 33 feet East of the West Quarter corner of said Section 17; thence North 89°05' East 372.50 feet; thence North 82°30' East 180.79 feet; thence North 90°00' East 90.45 feet; thence North 79°16'40" East 341.39 feet; thence North 38°19' East 32.47 feet; thence North 90°00' East 171.89 feet; thence South 53°30' West 84.00 feet; thence South 10°18' West 72.00 feet; thence South 80°48' West 432.07 feet; thence South 89°41' West 662.70 feet; thence North 75 feet to the point of beginning.










A 20 Foot Permanent Sanitary Sewer Easement

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 17, Township 14 North, Range 13 East, also known as the Southwest corner of Tax Lot 3; thence East along said 1/4 line for a distance of 23.95 feet; thence North 35°07'04" East for a distance of 19.95 feet to a point on a line, said point being also the center line of an existing manhole location known as Manhole Station No. 118 + 12.1; thence from the center line of said Manhole Station North 37°52'18" East for a distance of 70 feet to a point, said point being the point of beginning and the center line of a 20 foot permanent sanitary sewer easement, 10 feet either side of the following described center line:

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7D8:18

CITY OF OMAHA Public Works Department

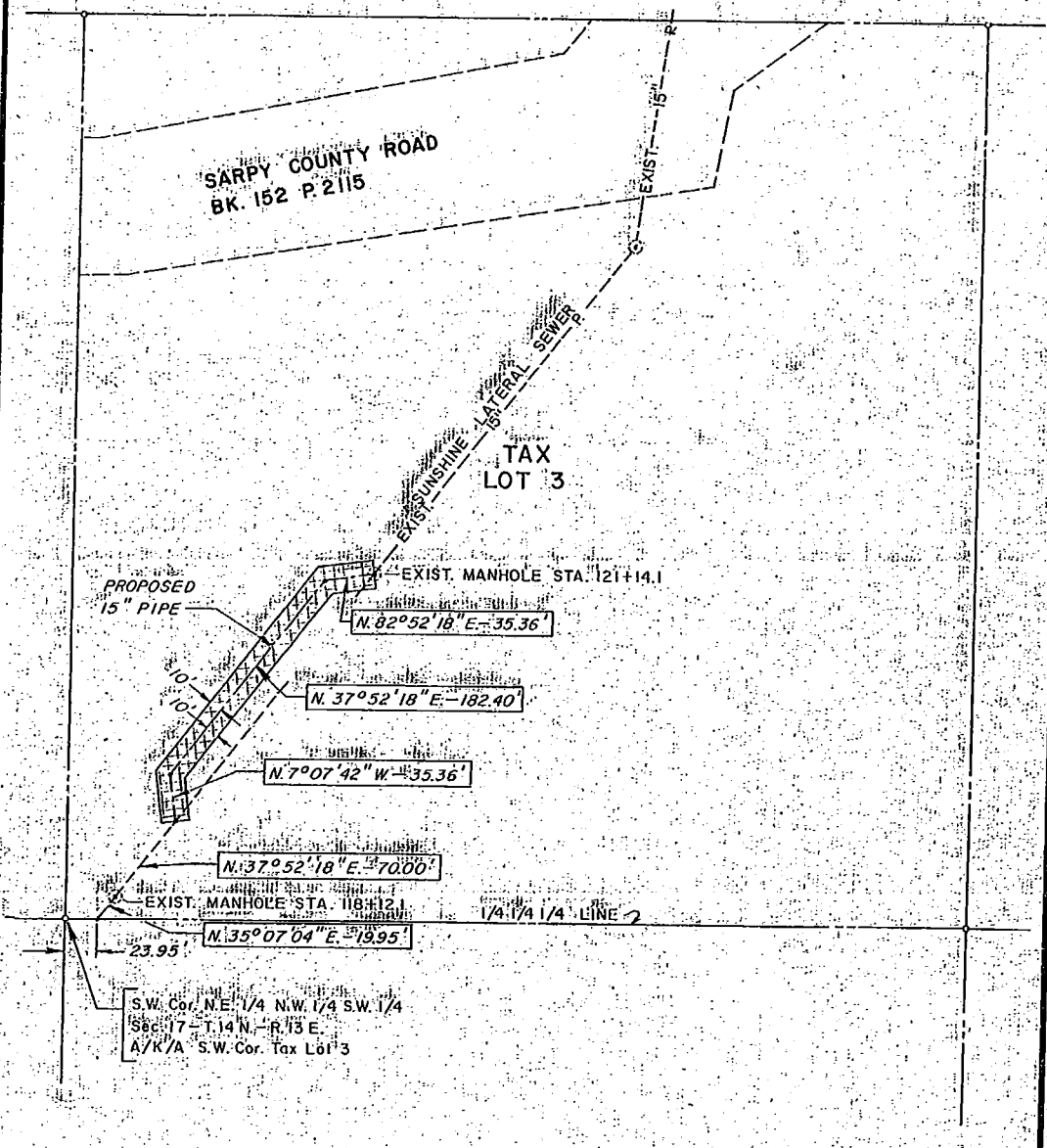
Owner(s) <u>Henry J. & Regina Marie Selk, Husband and Wife, as Joint Tenants</u> Address <u>RR #1 Popillion, NE</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>Land Acquisition _____ S.F.</td> </tr> <tr> <td></td> <td>Permanent Easement <u>5,063.0</u> S.F.</td> </tr> <tr> <td></td> <td>Temporary Easement _____ S.F.</td> </tr> </table>		Land Acquisition _____ S.F.		Permanent Easement <u>5,063.0</u> S.F.		Temporary Easement _____ S.F.
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	Temporary Easement _____ S.F.						
Project No. <u>R.N. 4465</u> Tract No. <u>#1</u>	Date Completed <u>July 8, 1982</u> Revision Date _____ Revision Date _____	Page 1 of <u>2</u>					

55-462 C

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Scale: 1"=100'
S.W. 1/4 Sec. 17-14-13



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	S.F.	PROJECT NO. R.N. 4465
	PERMANENT EASEMENT 5,063.0	S.F.	TRACT NO. 1
	TEMPORARY EASEMENT	S.F.	