

Return to:

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Omaha, NE 68114-3773



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AUG 1 11 58 AM '96

GEORGE J. HUGHES  
REGISTER OF DEEDS  
DOUGLAS COUNTY

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIS H. ARMBRUST and E. DOLORES ARMBRUST, as joint tenants with right of survivorship, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Seven Thousand Eighty and no/100 Dollars (\$7,080.00), 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 the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate sanitary interceptor and outfall sewer and 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.

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 LEGAL PG SCAN

JP

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 29 day of May, 1996.

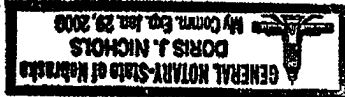
Willis H. Armbrust  
WILLIS H. ARMBRUST

E. Dolores Armbrust  
E. DOLORES ARMBRUST

STATE OF NEBRASKA )  
 ) ss. :  
COUNTY OF DOUGLAS )

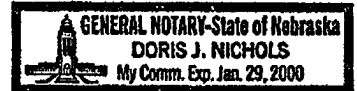
On this 29<sup>th</sup> day of May, 1996, before me, the undersigned, a Notary Public in and for said County, personally came WILLIS H. ARMBRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



Doris J. Nichols  
Notary Public

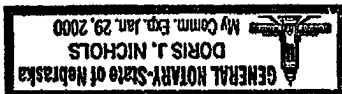
My commission expires: Jan. 29, 2000



STATE OF NEBRASKA )  
 ) ss. :  
COUNTY OF DOUGLAS )

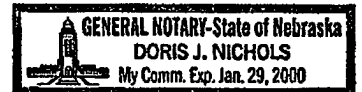
On this 29<sup>th</sup> day of May, 1996, before me, the undersigned, a Notary Public in and for said County, personally came E. DOLORES ARMBRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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



Doris J. Nichols  
Notary Public

My commission expires: Jan. 29, 2000



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

SW SE

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for construction and maintenance of sanitary sewers over the Southeast Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southeast Quarter of Section 9; Thence North 00°09'32" West (bearings reference to the Final Plat of CINNAMON CREEK 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 679.81 feet along the west line of the said Southeast Quarter of Section 9 to the TRUE POINT OF BEGINNING;

Thence continuing North 00°09'32" West for 21.22 feet along said west line of the Southeast Quarter of Section 9;

Thence South 70°39'14" East for 184.46 feet;

Thence South 29°58'54" East for 123.70 feet;

Thence South 30°51'39" East for 283.26 feet;

Thence South 66°45'10" East for 149.21 feet;

Thence North 89°30'39" East for 328.98 feet;

Thence South 01°48'59" East for 225.01 feet to the south line of the said

Southeast Quarter of Section 9;

Thence South 89°25'09" West for 20.00 feet along the said south line of the

Southeast Quarter of Section 9;

Thence North 01°48'59" West for 205.04 feet;

Thence South 89°30'39" West for 313.65 feet;

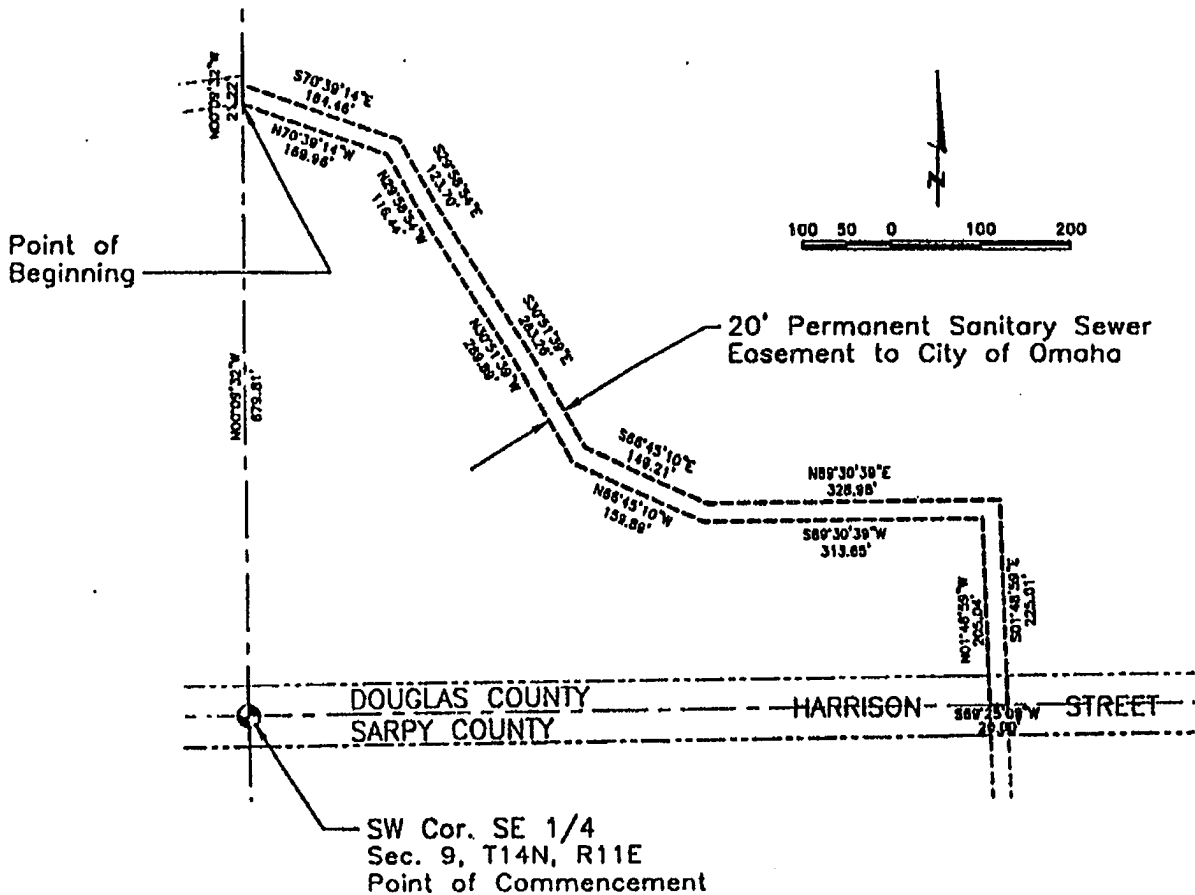
Thence North 66°45'10" West for 159.89 feet;

Thence North 30°51'39" West for 289.89 feet;

Thence North 29°58'54" West for 116.44 feet;

Thence North 70°39'14" West for 169.96 feet to the Point of Beginning.

contains 0.59 acres



Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ Dwn.By HWB Job Number 93947-1237

**lamp, rynearson & associates, inc.**  
 engineers surveyors planners  
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