

GAINES, MOLLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

RECEIVED

JUL 28 10 45 AM '95

GEORGE W. ...
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NE



1152 436 MISC



08018 95 436-438

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

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WESTIN FAMILY LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 363 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 sewers 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.

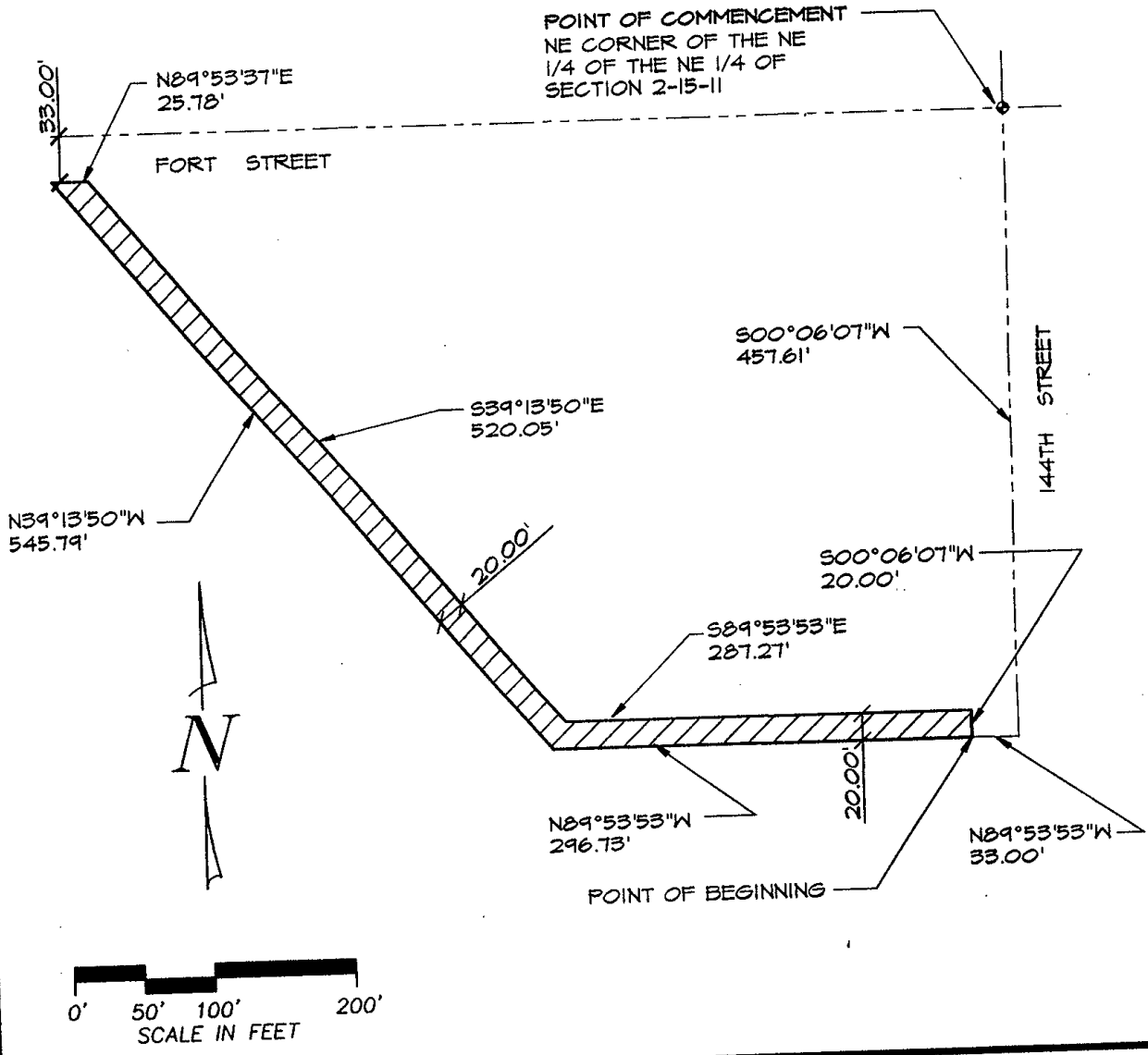
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said 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 itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its 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.

08018 2-15-11
FEE 15.00
DEL
LEGALS

EXHIBIT A



LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 2, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE 1/4; THENCE 500°06'07"W (ASSUMED BEARING) 457.61 FEET ON THE EAST LINE OF SAID NE 1/4; THENCE N89°53'53"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°53'53"W 296.73 FEET; THENCE N39°13'50"W 545.79 FEET TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4; THENCE N89°53'37"E 25.78 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4; THENCE S39°13'50"E 520.05 FEET; THENCE S89°53'53"E 287.27 FEET TO A POINT 33.00 FEET WEST OF THE EAST LINE OF SAID NE 1/4; THENCE 500°06'07"W 20.00 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES MORE OR LESS.

SID 363
 TD2 FILE NO. E896114A
 2-6-95