



MISC 2012100675



OCT 05 2012 09:44 P 3

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 BKP 9-15-11 00 COMP
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/5/2012 09:44:04.83

 2012100675

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **DELTEN W. ANDRESEN**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum 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, and *Sanitary and Improvement District Number 495, of Douglas County, Nebraska*, hereinafter referred to as S&ID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, and S&ID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY and S&ID to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, 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, road and/or street surfaces, parking area surfacing, and/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 or S&ID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and S&ID and any of said construction and work.
- 4) That CITY or S&ID 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.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and S&ID and their 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 permanent sewer 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 permanent easement to said CITY or S&ID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or S&ID 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 permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.

EACGI

- 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 S&ID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or S&ID or their agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 12
day of July, 2010.

DEL ANDRESEN

Del W. Andresen

ACKNOWLEDGMENT

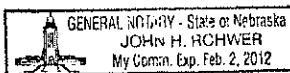
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12 day of July, 2010 before me, a Notary Public, in and for said County, personally came the above named Delten W. Andresen, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

John H. Rohwer
NOTARY PUBLIC

Notary Seal

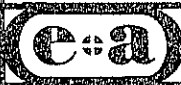
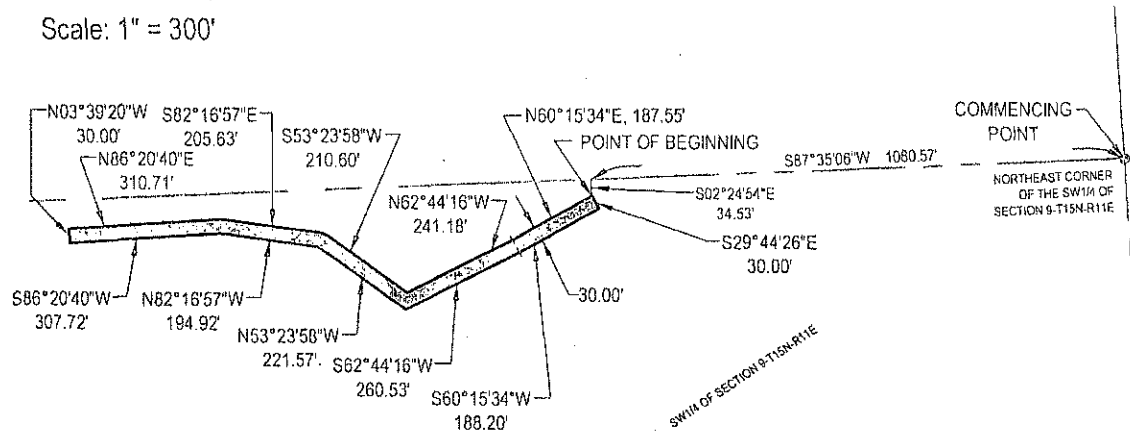
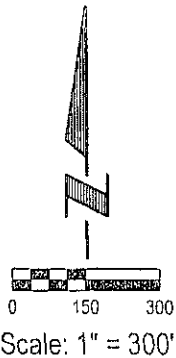


LEGAL DESCRIPTION - 30.00 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT

A PERMANENT 30.00 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 9; THENCE S87°35'06"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 9, A DISTANCE OF 1080.57 FEET; THENCE S02°24'54"E, A DISTANCE OF 34.53 FEET TO THE POINT OF BEGINNING; THENCE S29°44'26"E, A DISTANCE OF 30.00 FEET; THENCE S60°15'34"W, A DISTANCE OF 188.20 FEET; THENCE S62°44'16"W, A DISTANCE OF 260.53 FEET; THENCE N53°23'58"W, A DISTANCE OF 221.57 FEET; THENCE N82°16'57"W, A DISTANCE OF 194.92 FEET; THENCE S86°20'40"W, A DISTANCE OF 307.72 FEET; THENCE N03°39'20"W, A DISTANCE OF 30.00 FEET; THENCE N86°20'40"E, A DISTANCE OF 310.71 FEET; THENCE S82°16'57"E, A DISTANCE OF 205.63 FEET; THENCE S53°23'58"W, A DISTANCE OF 210.60 FEET; THENCE N62°44'16"W, A DISTANCE OF 241.18 FEET; THENCE N60°15'34"E, A DISTANCE OF 187.55 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 30.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 34,929 SQUARE FEET OR 0.802 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 335-4700

NORTH 1/2 OF THE SW1/4 OF SECTION 9-T15N-R11E 30.00' WIDE PERMANENT SANITARY SEWER EASEMENT

Drawn by: EDF Chkd by: _____ Chkd by: _____
 Job No.: P2003.099.005 Date: 7/06/2010 Book No.: _____