




MISC 2010098226



OCT 22 2010 10:11 P 3

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 3 BKP 9-15-11^{EW} C/O COMP
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Filed: AS RECEIVED

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/22/2010 10:11:17.26

 2010098226

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.

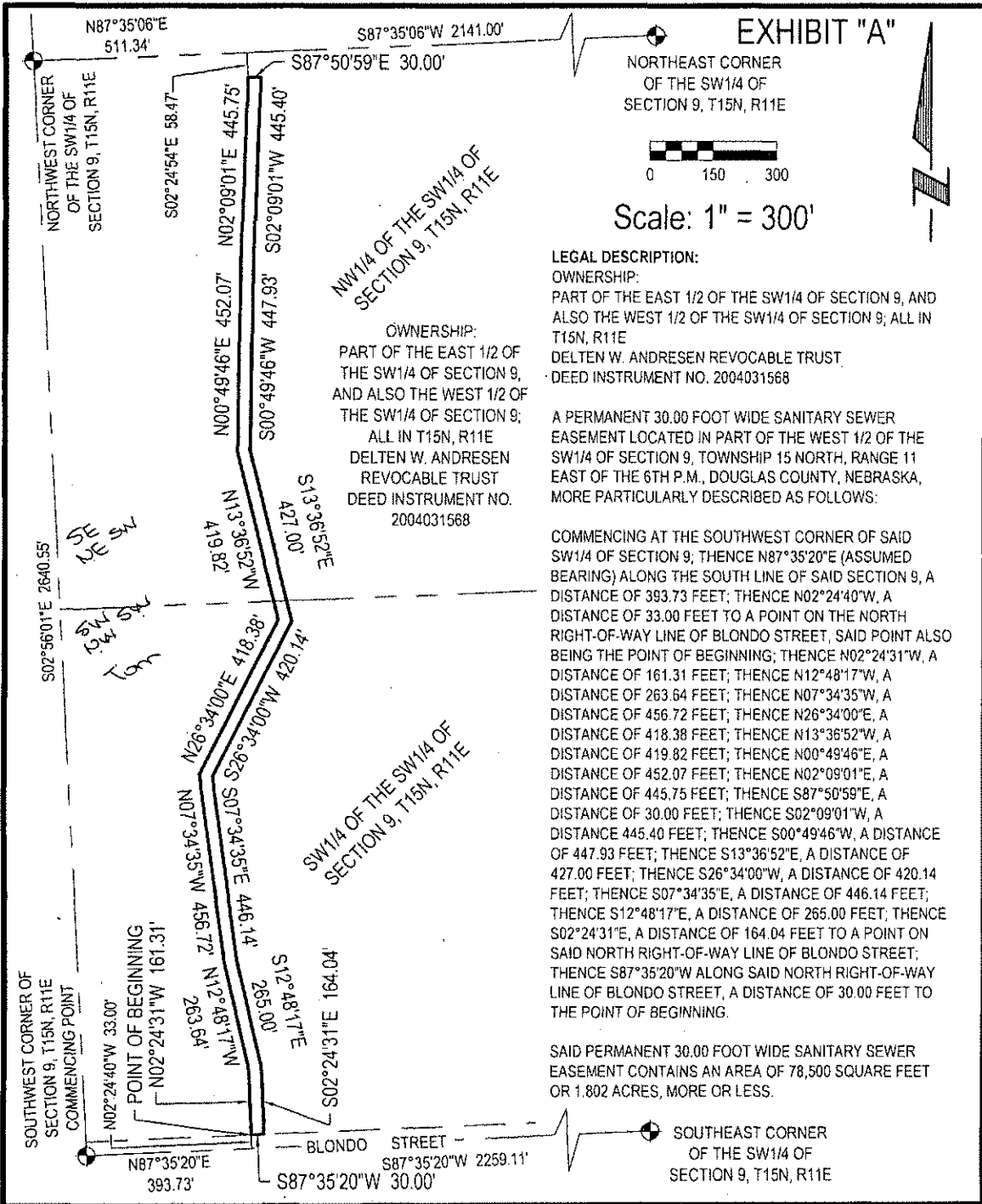
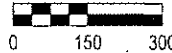


EXHIBIT "A"

NORTHEAST CORNER
OF THE SW1/4 OF
SECTION 9, T15N, R11E



Scale: 1" = 300'

LEGAL DESCRIPTION:

OWNERSHIP:
PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 9, AND ALSO THE WEST 1/2 OF THE SW1/4 OF SECTION 9; ALL IN T15N, R11E
DELTEN W. ANDRESEN REVOCABLE TRUST
DEED INSTRUMENT NO. 2004031568

A PERMANENT 30.00 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN PART OF THE WEST 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 SOUTHWEST CORNER OF SAID SW1/4 OF SECTION 9; THENCE N87°35'20"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 393.73 FEET; THENCE N02°24'40"W, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLONDO STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N02°24'31"W, A DISTANCE OF 161.31 FEET; THENCE N12°48'17"W, A DISTANCE OF 263.64 FEET; THENCE N07°34'35"W, A DISTANCE OF 456.72 FEET; THENCE N26°34'00"E, A DISTANCE OF 418.38 FEET; THENCE N13°36'52"W, A DISTANCE OF 419.82 FEET; THENCE N00°49'46"E, A DISTANCE OF 452.07 FEET; THENCE N02°09'01"E, A DISTANCE OF 445.75 FEET; THENCE S87°50'59"E, A DISTANCE OF 30.00 FEET; THENCE S02°09'01"W, A DISTANCE OF 445.40 FEET; THENCE S00°49'46"W, A DISTANCE OF 447.93 FEET; THENCE S13°36'52"E, A DISTANCE OF 427.00 FEET; THENCE S26°34'00"W, A DISTANCE OF 420.14 FEET; THENCE S07°34'35"E, A DISTANCE OF 446.14 FEET; THENCE S12°48'17"E, A DISTANCE OF 265.00 FEET; THENCE S02°24'31"E, A DISTANCE OF 164.04 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF BLONDO STREET; THENCE S87°35'20"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF BLONDO STREET, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 30.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 78,500 SQUARE FEET OR 1.802 ACRES, MORE OR LESS.

SOUTHEAST CORNER
OF THE SW1/4 OF
SECTION 9, T15N, R11E

e+a E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 1117TH STREET OMAHA, NE 68154 PHONE (402) 695-4700

PERMANENT 30.00' WIDE SANITARY SEWER EASEMENT
SW1/4 OF SECTION 9, T15N, R11E
DOUGLAS COUNTY, NEBRASKA

Drawn by: DAS Chkd by: _____ Chkd by: _____
Job No.: P2003.099.005 Date: 08/16/2010 SHEET 1 OF 2

- 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 October, 2010.

DELTEN W. ANDRESEN

Delten W. Andresen

** FILED: AS IS

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12 day of October, 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.

Leslie Pierce
NOTARY PUBLIC

Notary Seal

