

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Maenner Acres One, Ltd.
 hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Thousand Nine Hundred Eighty Dollars (\$ 2,980.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby 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, storm sewer and drainage way Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

(See Exhibit "A" and Exhibit "B")

The term "City" as herein used shall include Sanitary and Improvement District No. 298 its successors and assigns.

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 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
7. The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this _____ day of _____ A.D., 19 81

MAENNER ACRES ONE, LTD, a limited partnership

By: Maenner Development, Ltd., a Nebraska Corporation, General Partner

Name of Corporation

By: [Signature] Title

Corporate Seal

By _____ President

Attest _____ Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me a Notary Public, in and for said County, personally came the above named: _____

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.

 NOTARY PUBLIC

My Commission expires _____

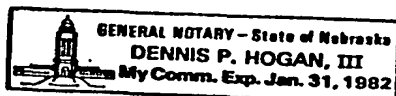
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 10th day of NOVEMBER, 19 81, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a Maenner Development Corporation, a Nebraska 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.



Dennis P. Hogan
 NOTARY PUBLIC

My Commission expires _____

TRACT NO 1, ST 4432 & SSD 4431
4, SOS 4429

PROJECT BOXELDER CREEK INTERCEPTOR
SEWER

LEGAL OWNER MAENNER ACRES
ONE LTD.

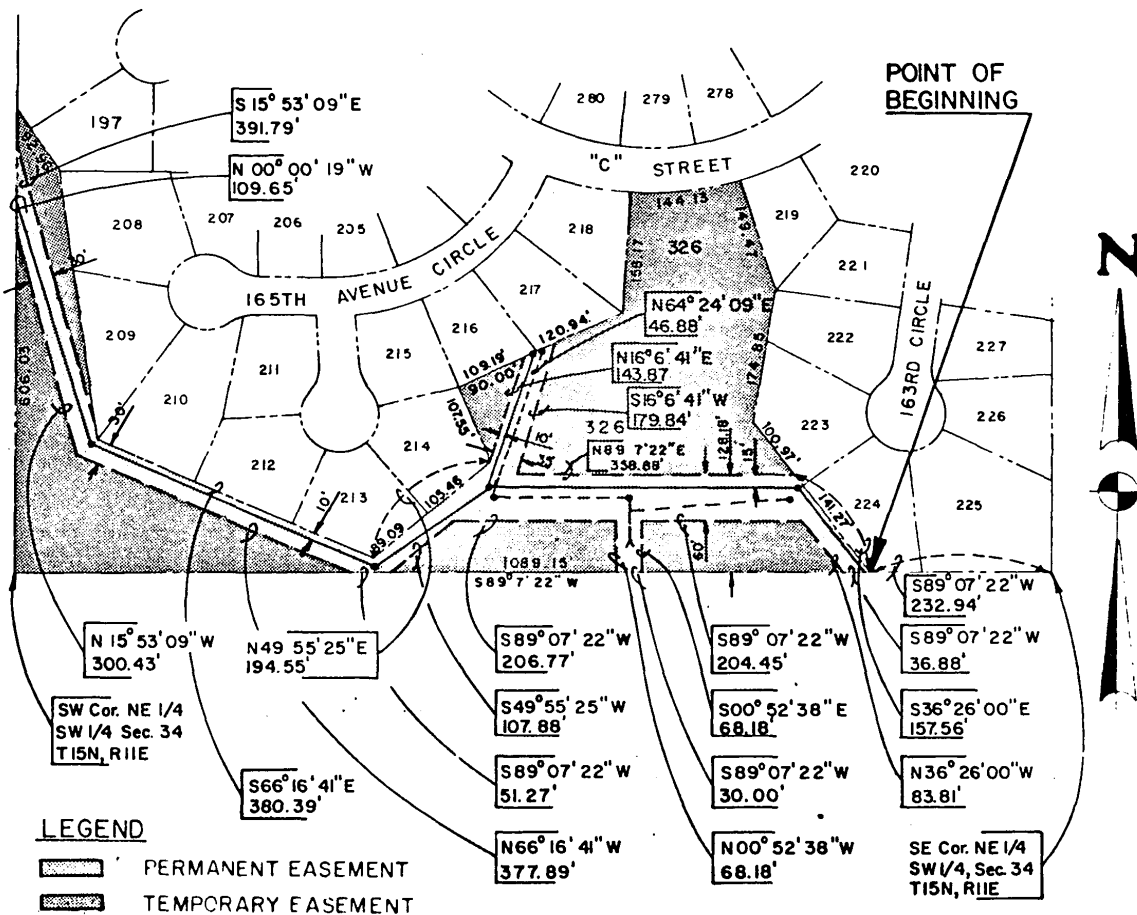
TRACT DESCRIPTION:

LOT 326, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
NEBRASKA.

EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT SEE ATTACHED SHEET.

TEMPORARY EASEMENT SEE ATTACHED SHEET.



OCT 15 1981

TRACT NO 7

SOS 4429

PROJECT BOXELDER CREEK INTERCEPTOR
SEWERLEGAL OWNER MAENNER ACRES ONE
LTD.

TRACT DESCRIPTION:

LOT 224, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
NEBRASKA.

EASEMENT DESCRIPTIONS:

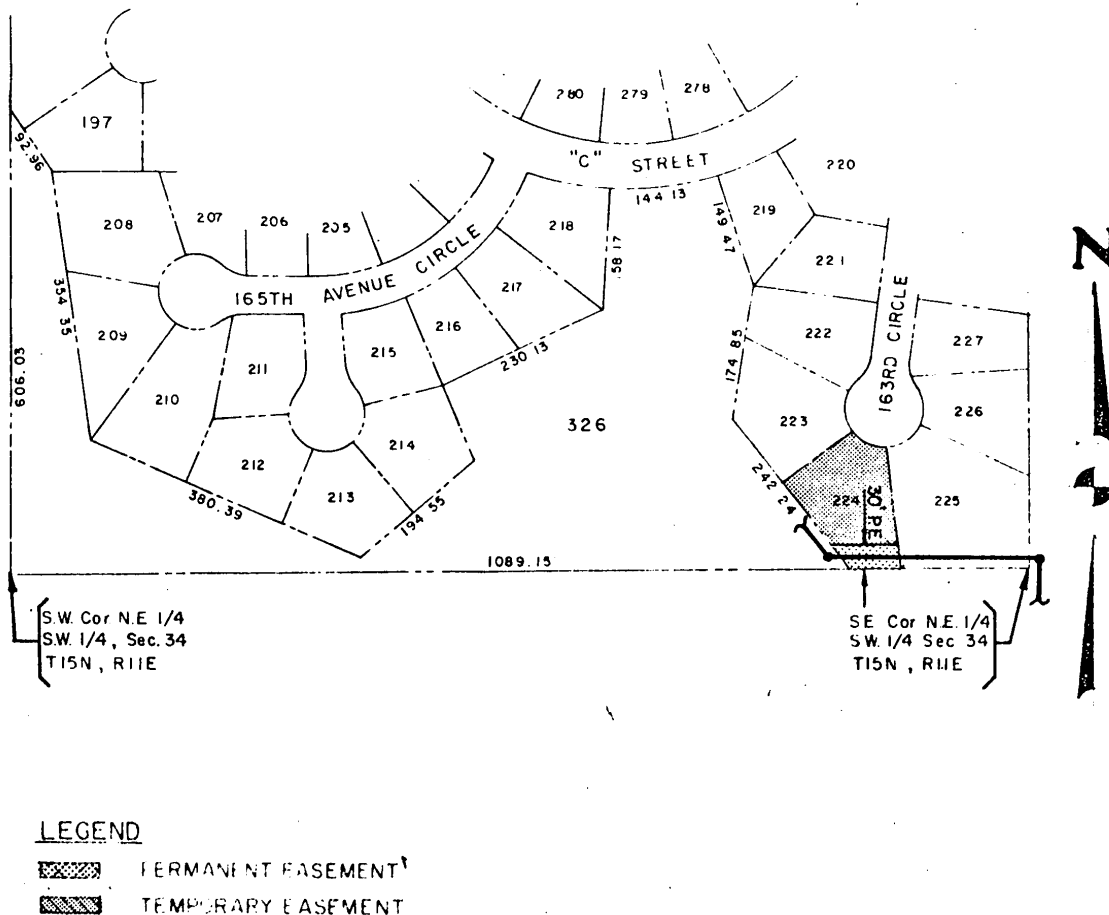
PERMANENT EASEMENT

A 30 foot wide Permanent Easement in that part of Lot 224,
more particularly described as follows:

The south 30 feet of said Lot 224; said Permanent Easement
containing 0.05 acres more or less.

TEMPORARY EASEMENT

A Temporary Construction Easement in all of Lot 224; except
for that part taken as Permanent Easement said Temporary
Construction Easement containing 0.34 acres more or less.



OCT 15 1981

TRACT NO 8 SOS 4429
PROJECT BOXELDER CREEK INTERCEPTOR
SEWER
LEGAL OWNER MAENNER ACRES ONE
LTD.

TRACT DESCRIPTION:

LOT 225, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
NEBRASKA.

EASEMENT DESCRIPTIONS:

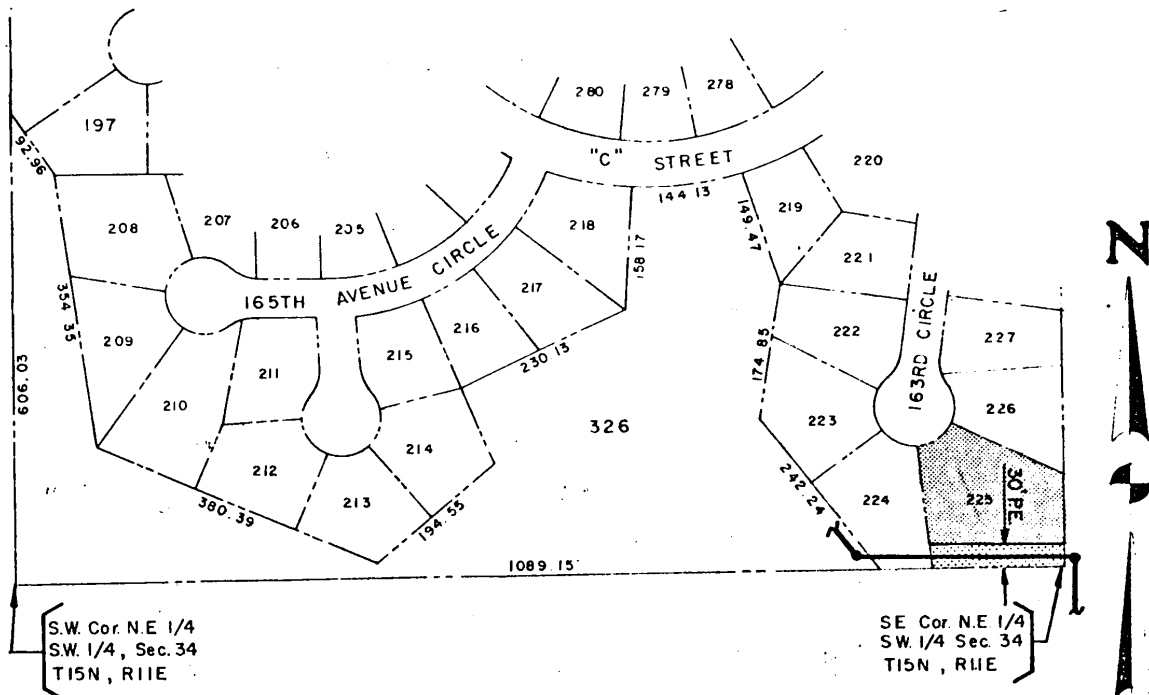
PERMANENT EASEMENT

A 30 foot wide Permanent Easement in that part of Lot 225,
more particularly described as follows:

The south 30 feet of said Lot 225; said Permanent Easement
containing 0.11 acres more or less.

TEMPORARY EASEMENT

A temporary Construction Easement in all of Lot 225; except
for that part taken as Permanent Easement said Temporary
Construction Easement containing 0.52 acres more or less.



LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT

SCALE 1" = 200'

OCTOBER 16, 1981

PERMANENT EASEMENT DESCRIPTION

A permanent sanitary sewer and storm sewer easement being part of Lot 326 Armbrust Acres, 2nd Addition a subdivision located in Section 34, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, said permanent easement is more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34; thence S89°07'22"W (Assumed Bearing) a distance of 232.94 feet, along the southerly lines of Lots 225 and 226, of said Armbrust Acres 2nd Addition to a point, said point being the point of beginning and the Southeast corner of said Lot 326; thence S89°07'22"W, along the southerly line of said Lot 326, a distance of 36.88 feet; thence N36°26'00"W, a distance of 83.81 feet; thence S89°07'22"W, a distance of 204.45 feet; thence S00°52'38"E, a distance of 68.18 feet to a point along the southerly line of said Lot 326; thence S89°07'22"W, along the southerly line of said Lot 326, a distance of 30.00 feet; thence N00°52'38"W, a distance of 68.18 feet; thence S89°07'22"W, a distance of 206.77 feet; thence S49°55'25"W, a distance of 107.88 feet to a point on the southerly line of said Lot 326; thence S89°07'22"W, along the southerly line of said Lot 326 a distance of 51.27 feet; thence N66°16'41"W, a distance of 377.89 feet; thence N15°53'09"W, a distance of 300.43 feet to a point along the westerly line of said Lot 326; thence N00°00'19"W, along the westerly line of said Lot 326 a distance of 109.65 feet; thence S15°53'09"E, a distance of 391.79 feet to a point, said point being the southwest corner of Lot 210, of said Armbrust Acres 2nd Addition; thence S66°16'41"E, along the southerly property lines of Lots 210, 212 and 213, of said Armbrust Acres 2nd Addition a distance of 380.39 feet; thence N49°55'25"E, along the southerly lines of Lots 213 and 214 of said Armbrust Acres 2nd Addition, a distance of 194.55 feet; thence N16°06'41"E, a distance of 143.87 feet to a point on the southerly line of Lot 216 of said Armbrust Acres 2nd Addition; thence N64°24'09"E, along the southerly lines of Lots 216 and 217 of said Armbrust Acres 2nd Addition, a distance of 46.88 feet; thence S16°06'41"W a distance of 179.84 feet to a point on a line 128.18 feet northerly of and parallel to the southerly line of said Lot 326, Armbrust Acres 2nd Addition; thence N89°07'22"E, along said line 128.18 feet northerly of and parallel to the southerly line of said Lot 326, Armbrust Acres, 2nd Addition, a distance of 358.88 feet to a point on the westerly line of Lot 223 of said Armbrust Acres 2nd Addition; thence S36°26'00"E, along the westerly lines of Lots 223 and 224 of said Armbrust Acres 2nd Addition, a distance of 157.56 feet to a point on the southerly line of said Lot 326, Armbrust Acres 2nd Addition, said point being the point of beginning; said permanent easement containing 1.46 acres more or less.

TEMPORARY EASEMENT DESCRIPTION

A temporary construction easement in all of Lot 326 Armbrust Acres, 2nd Addition a subdivision located in Section 34, Township 15 North, Range 11 east of the 6th P.M. Douglas County, Nebraska; except for that part taken as permanent easement said temporary construction easement containing 4.32 acres more or less.

RECEIVED

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.662
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