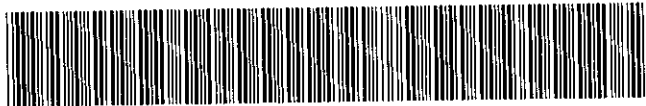


MISC 2004102736



AUG 03 2004 15:05 P 3

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
8/3/2004 15:05:56.22



2004102736

### PERMANENT SEWER EASEMENT DONATION

When recorded return to:  
City of Omaha, Nebraska  
Public Works Department  
Design Division  
R-O-W Section  
(Jim Cable, R/W Agent)

FOR OFFICE USE ONLY	
Project:	Mercy Road Alley Sanitary Sewer
City Proj. No.:	RN 4683
Tract No.:	1
Address:	2120 South 72nd Street Omaha, Nebraska 68124

#### KNOW ALL MEN BY THESE PRESENTS:

THAT Blue Cross and Blue Shield of Nebraska, a Nebraska Mutual Insurance Company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing the *Sanitary Sewer in the Alley North of Mercy Road*, 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, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, 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, 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 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 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) This permanent sewer 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 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.
- 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 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 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 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 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.

*Y*

MISC  
 3 FEE 15.50 FB 01-60000  
 1 BKR 26-15-12 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

PERMANENT SEWER EASEMENT

Page Two (2)

Blue Cross and Blue Shield of Nebraska, a Nebraska Mutual Insurance Company

Tract No. 1

- 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.
- 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 any promises, inducements, or representations of the CITY or its 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 17  
 day of May, 20 04.

INDIVIDUAL and/or PARTNERSHIP

Joe Mollner  
 \_\_\_\_\_

(Social Security No.)

INDIVIDUAL and/or PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

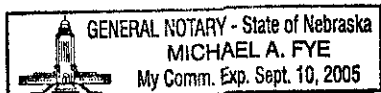
On this 17th day of May, 20 04

before me, a Notary Public, in and for said County, personally came the above named:

Blue Cross and Blue Shield of Nebraska, a Nebraska Mutual Insurance Company

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 day and year last above written.



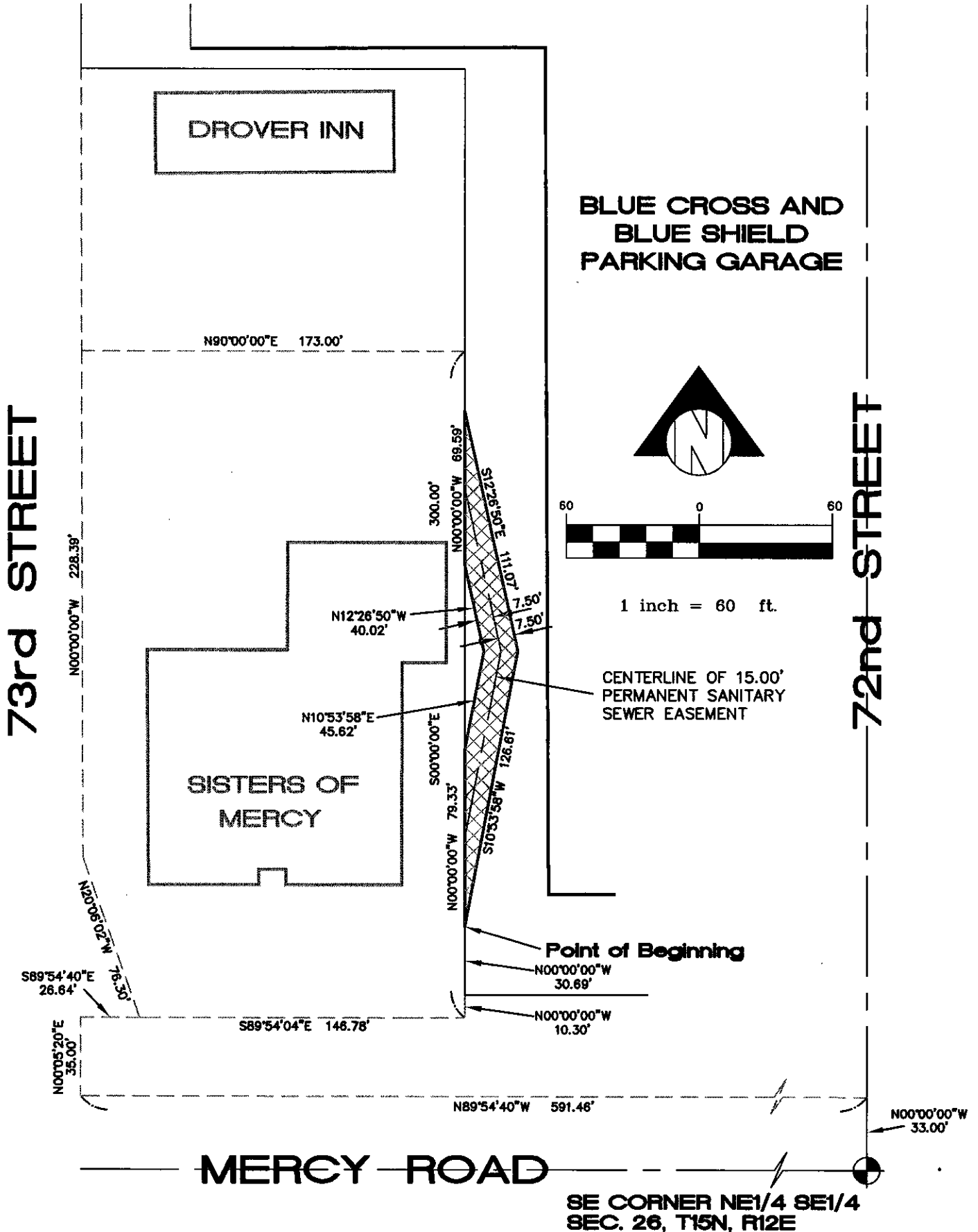
Michael A. Fye  
 \_\_\_\_\_  
 NOTARY PUBLIC

Notary Seal

# PERMANENT SANITARY SEWER EASEMENT

## LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN PART OF THE NE1/4 SE1/4 OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NE1/4 SE1/4 OF SAID SECTION 26; THENCE N00°00'00"W (ASSUMED BEARING) 33.00 FEET; THENCE N89°54'40"W 591.46 FEET; THENCE N00°05'20"E 35.00 FEET; THENCE S89°54'40"E 26.64 FEET; THENCE S89°54'04"E 146.78 FEET, THENCE N00°00'00"W 10.30 FEET TO THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY AS DESCRIBED IN BOOK 2138, PAGE 623, DOUGLAS COUNTY REGISTER OF DEEDS; THENCE CONTINUING N00°00'00"W 30.69 FEET ALONG THE WEST LINE OF SAID SUBJECT PROPERTY TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00"W 79.33 FEET ALONG SAID WEST LINE; THENCE N10°53'58"E 45.62 FEET; THENCE N12°26'50"W 40.02 FEET TO SAID WEST LINE OF THE SUBJECT PROPERTY; THENCE N00°00'00"W 69.59 FEET ALONG SAID WEST LINE; THENCE S12°26'50"E 111.07 FEET; THENCE S10°53'58"W 126.61 FEET TO THE POINT OF BEGINNING. DESCRIBED PERMANENT SANITARY SEWER EASEMENT CONTAINS 2,425 SQUARE FEET, MORE OR LESS.



CITY OF OMAHA – PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION _____ S.F.	PROJECT NO. _____
	PERMANENT EASEMENT 2,425 S.F.	TRACT NO. _____
	TEMPORARY EASEMENT _____ S.F.	

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