

PERMANENT EASEMENT

5935 So. 138th Street

KNOW ALL MEN BY THESE PRESENTS:

THAT LANDMARK PLAZA, INC.

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Dollars (\$ 6800.00 ) 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 or operate

and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

A 20.00 FOOT WIDE PERMANENT SEWER AND DRAINAGE EASEMENT, 10.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF "P" STREET AND THE NORTH RIGHT-OF-WAY LINE OF "Q" STREET; THENCE N88° 35'54"E (ASSUMED HEARING) ALONG SAID NORTH RIGHT-OF-WAY LINE OF "Q" STREET, A DISTANCE OF 246.43 FEET TO THE POINT OF BEGINNING; THENCE N36° 29'33"W, A DISTANCE OF 14.17 FEET; THENCE N60°, 23'54"W, A DISTANCE OF 213.85 FEET; THENCE N48° 00'00"W; A DISTANCE OF 290.00 FEET; THENCE N43° 00'47"W, A DISTANCE OF 114.17 FEET TO A POINT ON THE WESTERLY LINE OF TAX LOT 4, SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST AND ALSO THE POINT OF TERMINATION, SAID POINT BEING S33° 19'09"E, A DISTANCE OF 198.76 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF TAX LOT 4 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MILLARD AVENUE.

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 at the will of the CITY. The GRANTOR may, following construction of said

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.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 29th day of June A.D., 1981.

GENERAL NOTARY - State of Nebraska
LEOTA M. VOSHELL
My Comm. Exp. Aug. 11, 1982

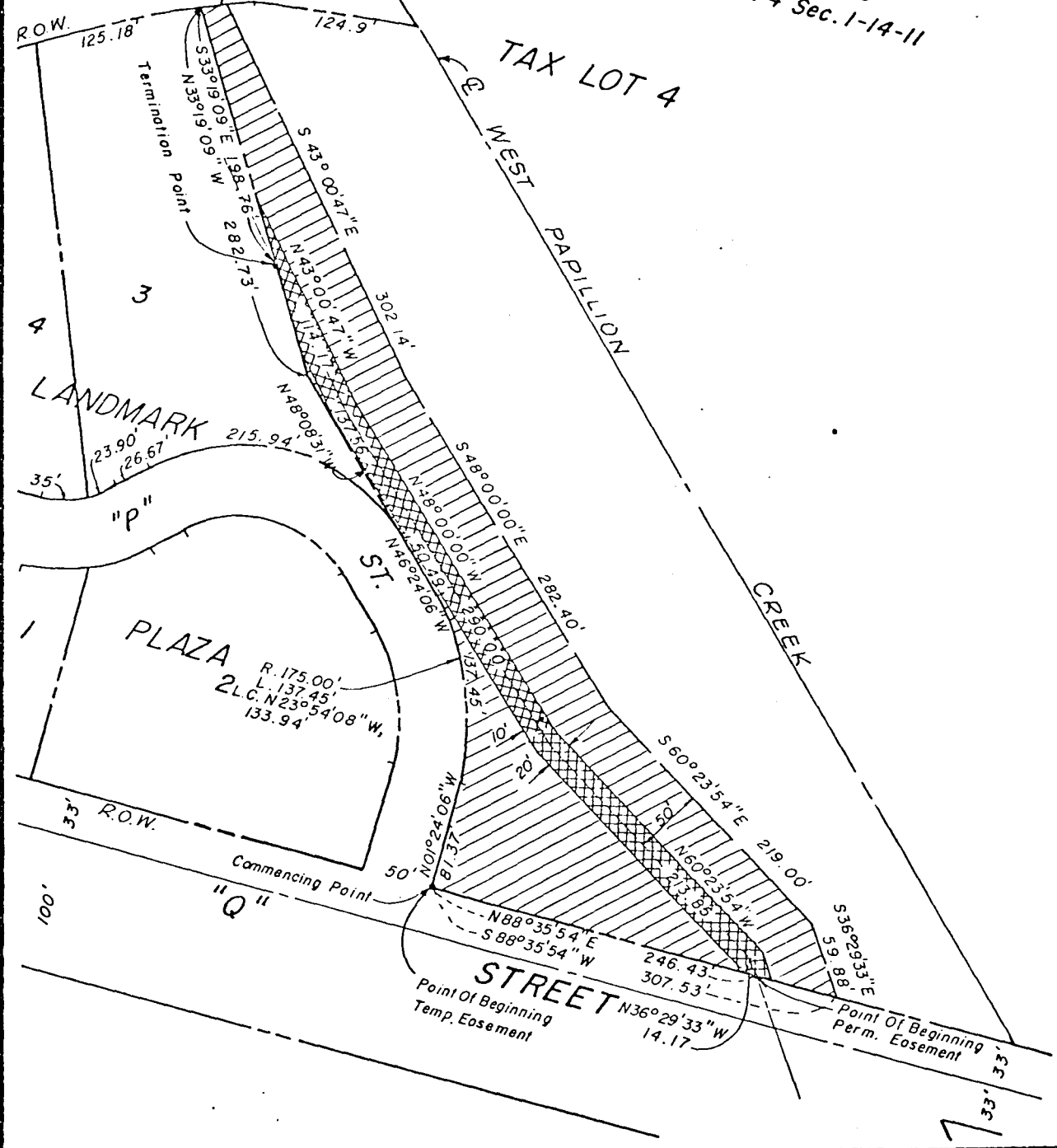


Signature of Leota M. Vosshell
Name of Corporation
By [Signature] President
Attest [Signature] Secretary
(Acknowledged on reverse side hereof)



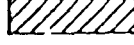
MILLARD AVE.

R. 879.93'  
L. 17.51'  
L.C. N66°13'25"E, 17.51'

Scale: 1"=100'  
S.E. 1/4 Sec. 1-14-11



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND AQUISITION _____ S.F.	PROJECT NO. S.O.S. 4265
	PERMANENT EASEMENT _____ S.F.	TRACT NO. 3
	TEMPORARY EASEMENT _____ S.F.	PAGE 2

*49 Misc*

RECEIVED  
1981 SEP 15 PH 2:31  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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