



BK 0952 PG 688-690



MISC 1991 02356

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Pacific Garden Associates, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eight Hundred Ninety Nine and No/100 Dollars (\$899.00) and other valuable considerations, 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 storm sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A parcel of land located in Parcel "H", Pacific Gardens, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the intersection of the North line of Marbee Drive and the North line of Pierce Street; thence North 55°11'00" West along the North line of Pierce Street for a distance of 53.9 ft.; thence North 0°04'11" West for a distance of 17.65 ft.; thence South 74°39'16" East for a distance of 42.51 ft.; thence North 78°53'19" East for a distance of 101.18 ft.; thence South 13°02'45" East for a distance of 3.79 ft. to a point on the North line of Marbee Drive; thence along a curve to the left with a radius of 177.08 ft. for an arc distance of 112.27 ft. (chord bearing South 61°19'38" West for 110.4 ft.) to the point of beginning.

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 grading, fill or fill material, embankment work, 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 may construct, maintain and operate additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
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. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
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 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.
6. 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.
7. The City reserves the absolute right to terminate this 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.

use H  
2356

BK 952 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 15.50  
 RG 088-69N DEL M MC W  
 OF MISC COMP W F/B 49-29120

RECEIVED  
 FEB 8 1 52 PM '91  
 GEORGE J. BUCLEMICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

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.

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

INDIVIDUAL AND PARTNERSHIP

Robert J. Vanoch  
Robert J. Vanoch G.P.  
Robert J. Vanoch

Date 11/16/90

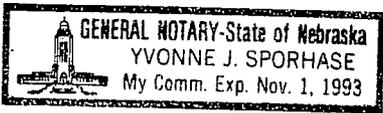
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)  
  ) SS  
COUNTY OF DOUGLAS)

On this 16<sup>th</sup> day of November, 1990, before me, a Notary Public, in and for said County, personally came the above named: Robert J. Vanoch

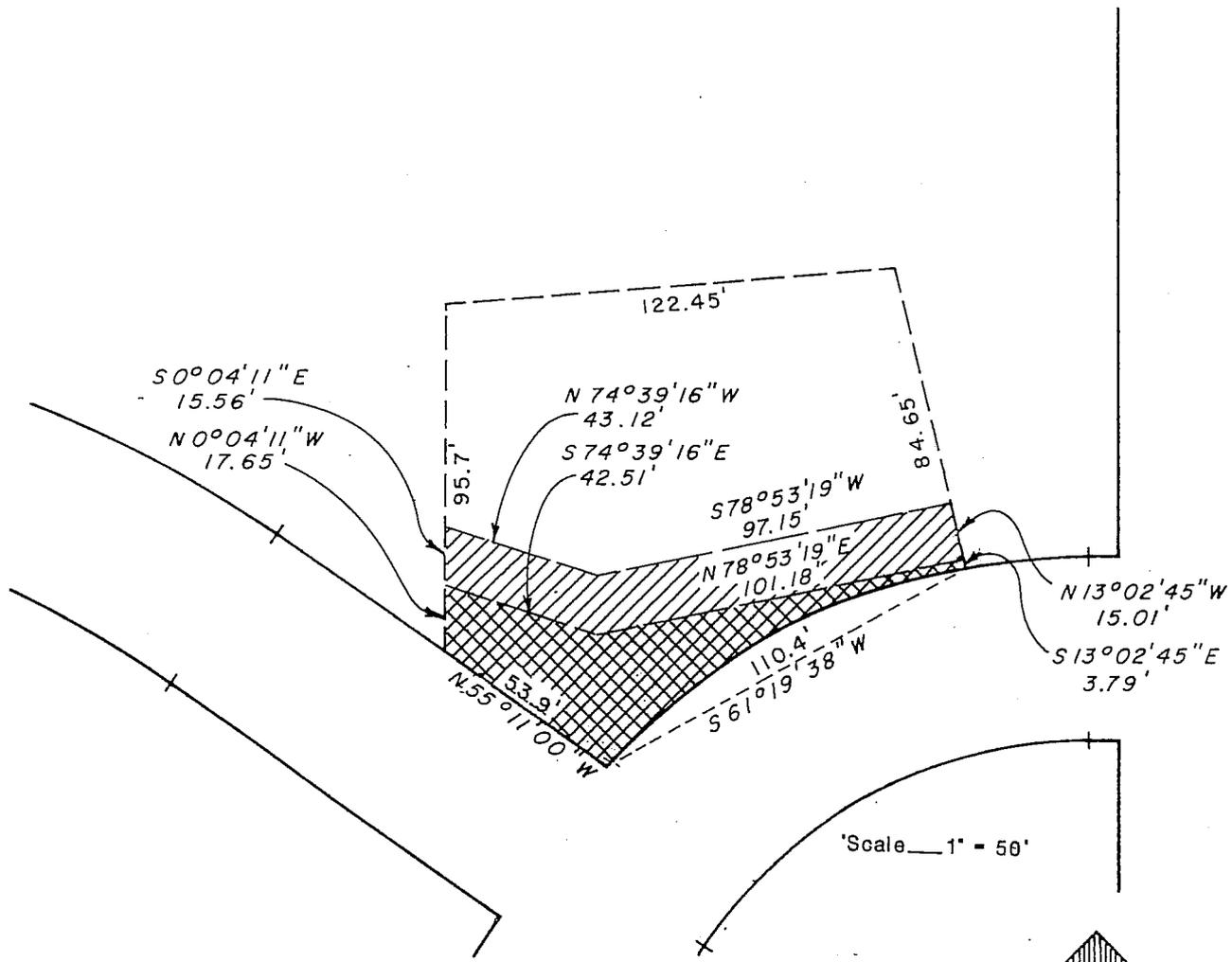
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

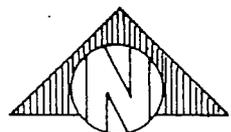


Yvonne J. Sporhase  
NOTARY PUBLIC

My Commission expires November 1, 1993

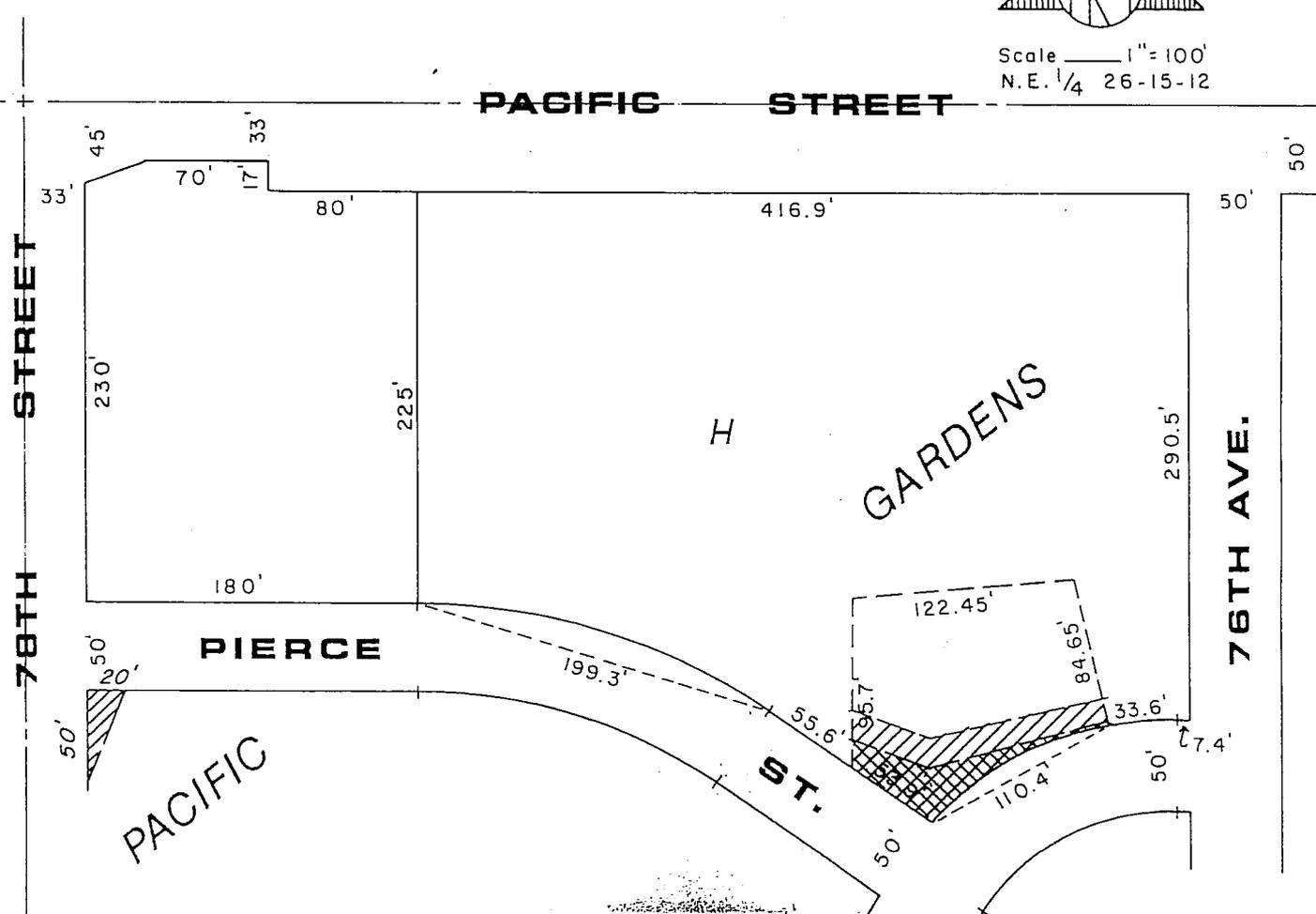


Scale 1" = 50'



Scale 1" = 100'  
N.E. 1/4 26-15-12

PACIFIC STREET



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	S.F.
	PERMANENT EASEMENT	3,713 S.F.
	TEMPORARY EASEMENT	12,130 S.F.

PROJECT NO. **S.P. 89-29**  
TRACT NO. **7**