

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Douglas County, Nebraska,  
 hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 Outfall Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**A 25-foot Permanent Easement 12.5 feet East and West of the center-line description attached.**

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 the~~ damage to, or loss of, trees and shrubbery, ~~with the exception of the~~ including
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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this

20th day of December A.D. 1977

Attest:

Chairman, Board of Commissioners

Douglas County Clerk

Name of Corporation

Corporate Seal

By

Attest

President

Secretary

(Acknowledged on reverse side hereof)

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The centerline of the Benson-Westside Interceptor Sewer (SOS 3609) within the Little Papillion Creek Channel, located in the West 1/2 of Section 25 and the South 1/2 of Section 24 all in Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said centerline more particularly described as follows:

Commencing at the South 1/4 corner of said Section 25; thence N00°06'54"W (assumed bearing), along the East line of the SW 1/4 of said Section 25, a distance of 238.88 feet to the Point of Beginning; thence N38°39'13"W, a distance of 28.19 feet; thence N32°40'56"W, a distance of 550.00 feet; thence N43°12'44"W, a distance of 301.46 feet; thence N27°33'17"W, a distance of 85.00 feet; thence N15°25'37"W, a distance of 431.97 feet; thence N20°12'43"W, a distance of 235.08 feet; thence N20°37'50"W, a distance of 1047.70 feet; thence N19°53'14"W, a distance of 623.56 feet; thence N20°12'57"W, a distance of 615.00 feet; thence N17°43'17"W, a distance of 235.38 feet; thence N15°12'11"W, a distance of 96.51 feet; thence N10°18'41"W, a distance of 340.64 feet; thence N08°08'56"W, a distance of 409.85 feet; thence N18°04'55"W, a distance of 246.36 feet; thence N24°46'50"W, a distance of 123.22 feet; thence N37°50'54"W, a distance of 722.04 feet to a point on the Easterly right-of-way line of the Little Papillion Creek Channel; said point also being the Point of Termination.

# BOARD OF COUNTY COMMISSIONERS

DOUGLAS COUNTY, NEBRASKA

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Resolved

## WHEREAS:

(a) The City of Omaha requires an easement for the construction of an out-fall sewer system along the Papio Creek.

(b) The property is owned by this county.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT the easement attached hereto is hereby approved ratified and confirmed; and, this Board's Chairman is hereby authorized and directed to execute that easement on behalf of the county and to do any and all other things which may be necessary or required to effectuate the terms thereof.

DATED this 20th day of December, 1977.

*[Signatures of Board Members]*  
BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA

Motion by Lynch; Seconded by Fellman  
I move the adoption of the resolution.  
ADOPTED: December 20, 1977  
YEAS: Albert, Fellman, Green,  
Lynch, Buglewicz

(CERTIFIED COPY)  
*[Signature of County Clerk]*  
COUNTY CLERK

Certified Copy to: County Clerk,  
County Commissioners, Surveyor,  
Special Services, City Clerk,  
J. Heiber

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1978 MAR 16 AM 9:06

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

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