

PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That SKS, INC., a Nebraska partnership, hereinafter referred to as "GRANTOR", in consideration of the sum of One and No/100 Dollars (\$1.00) 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, easements for the right to construct, maintain and operate sewers and channel drainage easement and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

LOTS 268, 270, 271 AND 272, THE RIDGES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

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 and maintaining or operating 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, its 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, its successors or assigns. The parties further acknowledge that no extraordinary duty is to be assumed by the CITY with respect to the maintenance of the existing of proposed sewer line because of the close proximity of the sewer and the golf course greens. In the event that any excavation is necessary within the easement area in order to perform any work on the sewers, the CITY shall exercise due care and adequate notice before performing the same, but GRANTOR shall retain the responsibility of providing any additional shoring or lateral support necessary for the protection of its greens. GRANTOR is aware parts of the golf course may be closed due to maintenance work on the sewer lines. GRANTOR will repair greens at its costs if they are damaged due to maintenance of the proposed or existing sewer lines or channel drainage easement.
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 and channel drainage easement except that, damage to or loss of trees and shrubbery or golf course greens 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 does confirm with the said CITY and its assigns, and that the GRANTOR is the grantee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons claiming under and through GRANTOR. This easement runs with the land described as Lots 268, 270, 271 and 272, The Ridges Subdivision, Douglas County, Nebraska.
5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings 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.

