



THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

BOOK 804 PAGE 12

Project No. RN4688  
Tract No. 6

city copy

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Owen Land and Cattle Company, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing an East Omaha Interceptor Sewer, Lift Station, force main from 25th and Woodland Road to East Third Street and Avenue G extended 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, an easement for the right to construct, maintain or operate an East Omaha Interceptor Sewer, Lift Station, force main from 25th and Woodland Road to East Third Street and Avenue G extended and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

An irregular parcel of land located in Lot 24, East Omaha Land Company Land, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of Lot 11, Block 7, Goff Terrace, thence East 15 feet, thence South 15 feet, thence on an angle 15°00'00" Southwest a distance of 139.76 feet to the point of beginning. Thence continuing Southwesterly at the same angle a distance of 20 feet to the point of termination, said 20 foot line is the center line of a 10 foot easement on either side of said line.

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 East Omaha Interceptor Sewer, Lift Station, force main from 25th and Woodland Road to East Third Street and Avenue G extended at the will of the CITY. The GRANTOR may, following construction of said East Omaha Interceptor Sewer, Lift Station, force main from 25th and Woodland Road to East Third Street and Avenue G extended 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 East Omaha Interceptor Sewer, Lift Station, force main from 25th and Woodland Road to East Third Street and Avenue G extended 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 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.

2/18/18  
MJC

RECEIVED  
1987 FEB -9 AM 11: 27  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BR 804 N 24-48 KP C/O FEE 15.50  
PG 12-14 N 2-1-13 DEL YK MC  
DE Misc COMP MF F/B 52-10000 10

BOOK 004 PAGE 13

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 17 day of Nov A.D., 1986.

CORPORATION

Overland Industries, Inc.  
Name of Corporation

By E. J. [Signature] Title

(Corporate Seal)

ATTEST:

By \_\_\_\_\_ Title

Date \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 17 day of November, 1986 before me, the undersigned, a Notary Public in and for said County personally came E. J. [Signature], President of Overland Industries, Inc., a Nebraska Corporation, and [Signature], Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

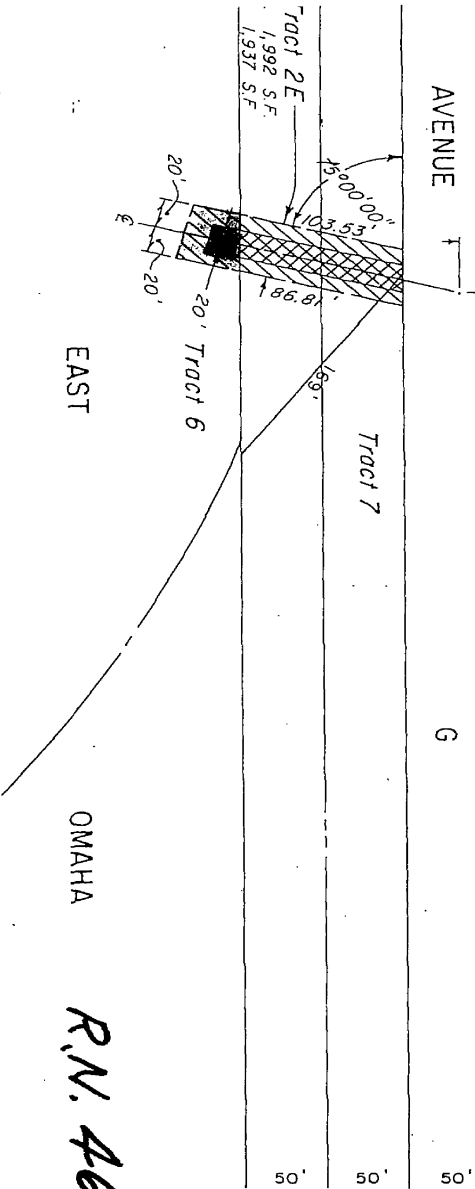
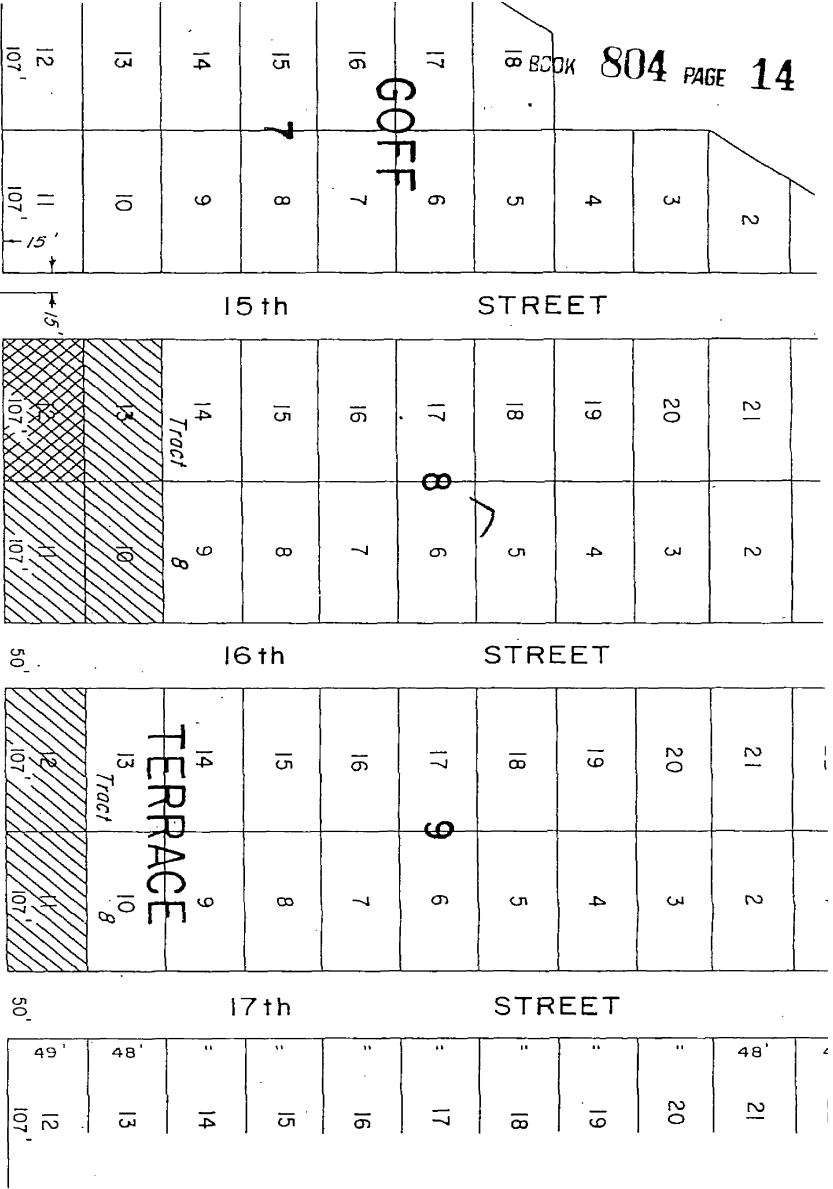
Ferdinand J. Bily  
NOTARY PUBLIC



My Commission expires \_\_\_\_\_

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BOOK 804 PAGE 14



EAST

OMAHA

R.N. 4688