

BOOK **740** PAGE **156**  
 PERMANENT SEWER EASEMENT

PROJECT NO. \_\_\_\_\_

TRACT NO. \_\_\_\_\_

KNOW ALL MEN BE THESE PRESENTS:

H. LEE GENDLER and CAROL GENDLER, Husband and Wife, and  
 THAT IRVIN GENDLER and NATALIE K. GENDLER, Husband and Wife  
 hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar Dollars (\$ 1.00 ) 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 and operate a Sanitary Sewer and a Storm Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A 20.00 foot wide strip of land through a part of Block 7, Hillside Addition No. 1 as surveyed, platted and recorded in Douglas County, Nebraska; the centerline of said 20.00 foot wide strip of land being more particularly described as follows: Commencing at the N.W. corner of Lot 4, said Block 7; thence North  $90^{\circ}00'00''$ E (assumed bearing) on the North line of said Lot 4, 15.00 feet; thence  $S15^{\circ}30'00''$ E, 34.95 feet to the point of beginning; thence continuing  $S15^{\circ}30'00''$ E, 176.80 feet to a point on the North R.O.W. line of Interstate Highway No. 580, also a 15.00 foot wide strip of land through said Block 7, the centerline of said 15.00 foot wide strip of land being more particularly described as follows: Commencing at the N.W. corner of Lot 4, said Block 7; thence  $N90^{\circ}00'00''$ E (assumed bearing) on the North line of said Lot 4, 15.00 feet; thence  $S15^{\circ}30'00''$ E, 166.24 feet to the point of beginning; thence  $N65^{\circ}56'47''$ E, 165.00 feet; thence  $N44^{\circ}26'47''$ E, 21.45 feet to a point on the West R.O.W. line of 30th Street as it now exists.

(See Sketch 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 that, damage to, or loss of, trees and shrubbery 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 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 1st day of April A.D., 19 85

H. Lee Gendler Carol Gendler  
 H. Lee Gendler Carol Gendler  
Irvin Gendler Natalie K. Gendler  
 Irvin Gendler Natalie K. Gendler

Name of Corporation \_\_\_\_\_

Corporate  
Seal

By \_\_\_\_\_

President

Attest \_\_\_\_\_

Secretary

Form C

(Acknowledged on reverse side hereof)

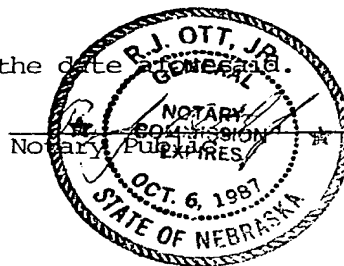
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#### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 1st day of April, 1985, before me a Notary Public, in and for said County, personally came the above named H. Lee Gendler and Carol Gendler, Husband and Wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purposes therein stated.

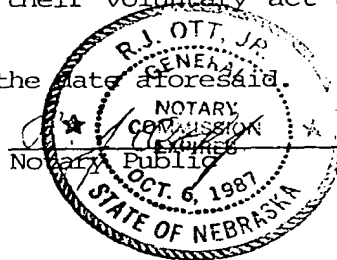
WITNESS my hand and Notarial Seal the date and place said



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 1st day of April, 1985, before me a Notary Public in and for said County, personally came the above named Irvin Gendler and Natalie K. Gendler, Husband and Wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purposes therein stated.

WITNESS my hand and Notarial Seal the ~~date~~<sup>GENERAL</sup> aforesaid.



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