



BK 0902 PG 395



MISC 1989 17537

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

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PERMANENT SEWER EASEMENT

CITY COPY

KNOW ALL MEN BY THESE PRESENTS:

THAT Prime Realty Development, Inc., a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a storm sewer 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 a and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

Part of Lots 5 and 6, Spring Valley, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, all more particularly described as follows: Beginning at the Northwest corner of Lot 9, Spring Valley Industrial Park, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence South 00°19'46" West (assumed bearing) 424.39 feet on the West line of said Lot 9 and its Southerly extension; thence North 89°40'14" West 50.00 feet; thence North 00°19'46" East 424.39 feet to the North line of said Lot 6; thence South 89°40'14" East 50.00 feet on the North line of said Lots 5 and 6 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. 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.
8. The undersigned wish(es) to donate a permanent sewer easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.
9. The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said permanent sewer easement right, and have by their voluntary act and deed waived these rights.

10. The undersigned has seen the plans for this project and understands the portion of the property the City will need to utilize for this project.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 17 day of October A.D., 1989.

CORPORATION

Prime Realty Development, Inc
Name of Corporation

By James W. Cart - President Title

(Corporate Seal)

ATTEST:

By Robert C. Schropp Secy Title

Date Oct 17, 1989

CORPORATE ACKNOWLEDGEMENT

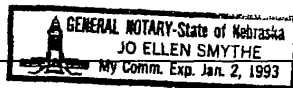
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of October, 1989, before me, the undersigned, a Notary Public in and for said County, personally came James, Mc Cart, President of Prime Realty Development, Inc, a Nebraska Corporation, and Robert C. Schropp, 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.

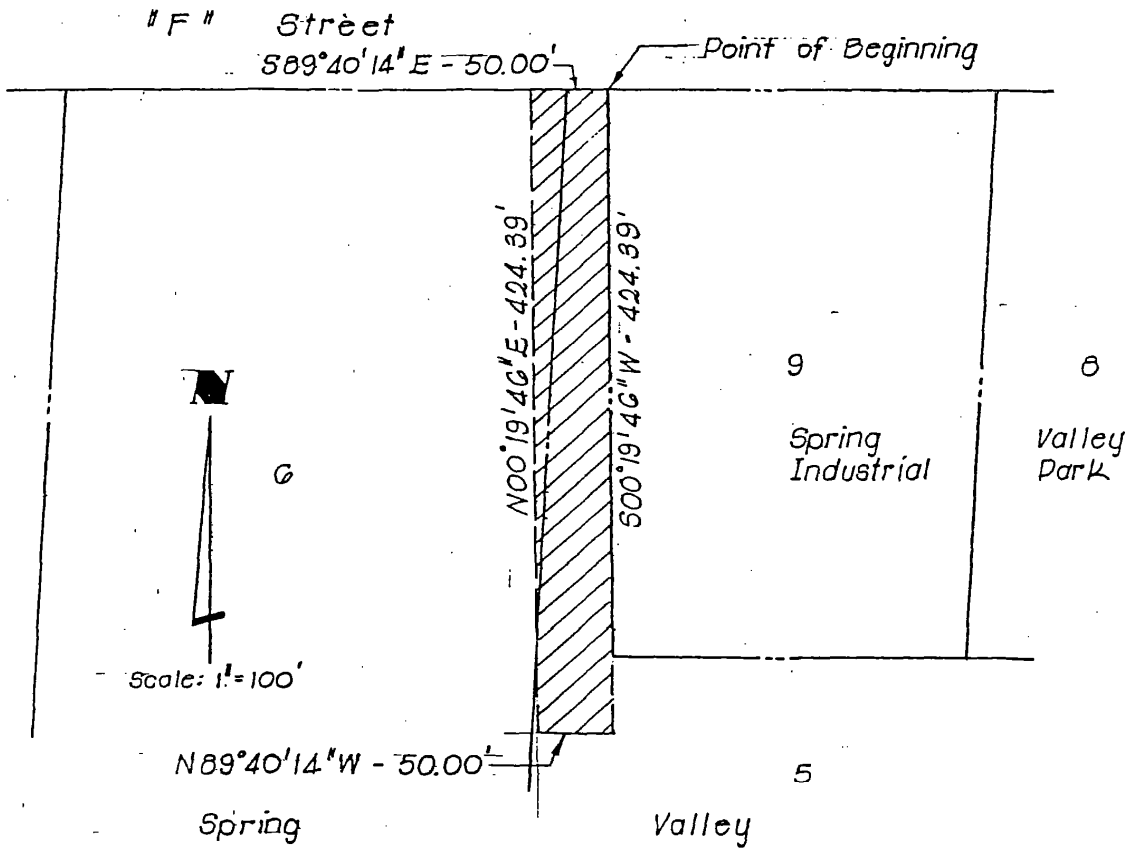
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Jo Ellen Smythe
NOTARY PUBLIC

My Commission expires



ROW/13a:0103t



LEGAL DESCRIPTION:

Part of Lots 5 and 6, Spring Valley, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska all more particularly described as follows: Beginning at the NW corner of Lot 9, Spring Valley Industrial Park, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; thence $S00^{\circ}19'46''W$ (assumed bearing) 424.39 feet on the West line of said Lot 9 and its Southerly extension; thence $N89^{\circ}40'14''W$ 50.00 feet; thence $N00^{\circ}19'46''E$ 424.39 feet to the North line of said Lot 6; thence $S89^{\circ}40'14''E$ 50.00 feet on the North line of said Lots 5 and 6 to the point of beginning.

TRACT 1

EXHIBIT A

J. Mace
 17537

RECEIVED

OCT 19 3 04 PM '89

W. ERIC J. JULEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

BK 902 N 47-199 C/O _____ FEE 16⁰⁰
 PG 395-397 N _____ DEL JK MC Wc
 OF Mace/B COMP. Q F/B 47-36760