

BOOK 728 PAGE 285

Project No. St.S. 4499
Tract No. 2

3

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT American National Bank (J. G. Schweiger, Vice President), hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Hundred Twenty Three and No/100 Dollars (\$123.00) 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, an easement for the right to construct, maintain and operate a storm sewer easement, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

The South 2 feet of the North 48 feet of Lot 12, lying East of Saddle Creek Road, Block 2, Donecken's Addition to Walnut Hill, an Addition to the City of Omaha, 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, 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 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 3 day of Jan A.D., 1985



CORPORATIONS

AMERICAN NATIONAL BANK

Name of Corporation

By

J. G. Schweiger V.P.

Title

ATTEST:

By

J. G. Schweiger V.P.

Title

Date

1-3-85

BOOK **728** PAGE **286**
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 3rd day of January, 1985 before me, the undersigned, a Notary Public in and for said County, personally came D.C. Robey Vice President of American National Bank, a Vice Corporation, and 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.

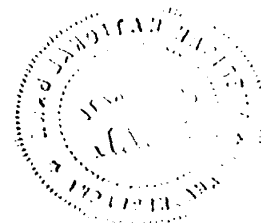
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Patricia B. Richard
 NOTARY PUBLIC

My Commission expires _____

ROW/4a:7



Project No. St.S. 4499

Tract No. 2

BOOK 728 PAGE 287

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT American National Bank (J. G. Schweiger, Vice President), hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Forty Two and No/100 Dollars (\$42.00) 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, an easement for the right to enter upon and use for working space for the construction of a storm sewer easement and appurtenances thereto, the parcel of land described as follows, to-wit:

The South 5 feet of the North 46 feet of the North 48 feet of Lot 12, lying East of Saddle Creek Road, Block 2, Donecken's Addition to Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. 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, gardens and lawns within the easement area as necessary for construction with the following exceptions: None
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction 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.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition 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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 3 day of Jan A.D., 1985.



(Corporate Seal)

CORPORATIONS

AMERICAN NATIONAL BANK

Name of Corporation

By

J. G. Schweiger J.P.

Title

ATTEST:

By

J. G. Schweiger J.P.

Title

Date

1-3-85

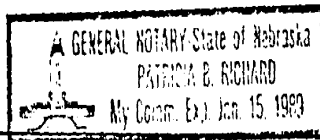
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3rd day of January, 1985, before me, the undersigned, a Notary Public in and for said County, personally came D. C. Rabey Vice President of American National Bank, a Corporation, and Vice Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names ^{is} are affixed to the foregoing instrument, and acknowledged the execution thereof to be their ^{dis}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.

Satricia B. Richard
NOTARY PUBLIC

My Commission expires _____



ROW/3a:7

Exhibit "A"

BOOK **728** PAGE **289**LEGAL DESCRIPTION:

Lots 10 and 11, and the North 48 feet of Lot 12, lying East of Saddle Creek Road, Block 2, Donecken's Addition to Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska.

PERMANENT STORM SEWER EASEMENT:

The South 2 feet of the North 48 feet of Lot 12, lying East of Saddle Creek Road, Block 2, Donecken's Addition to Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT:

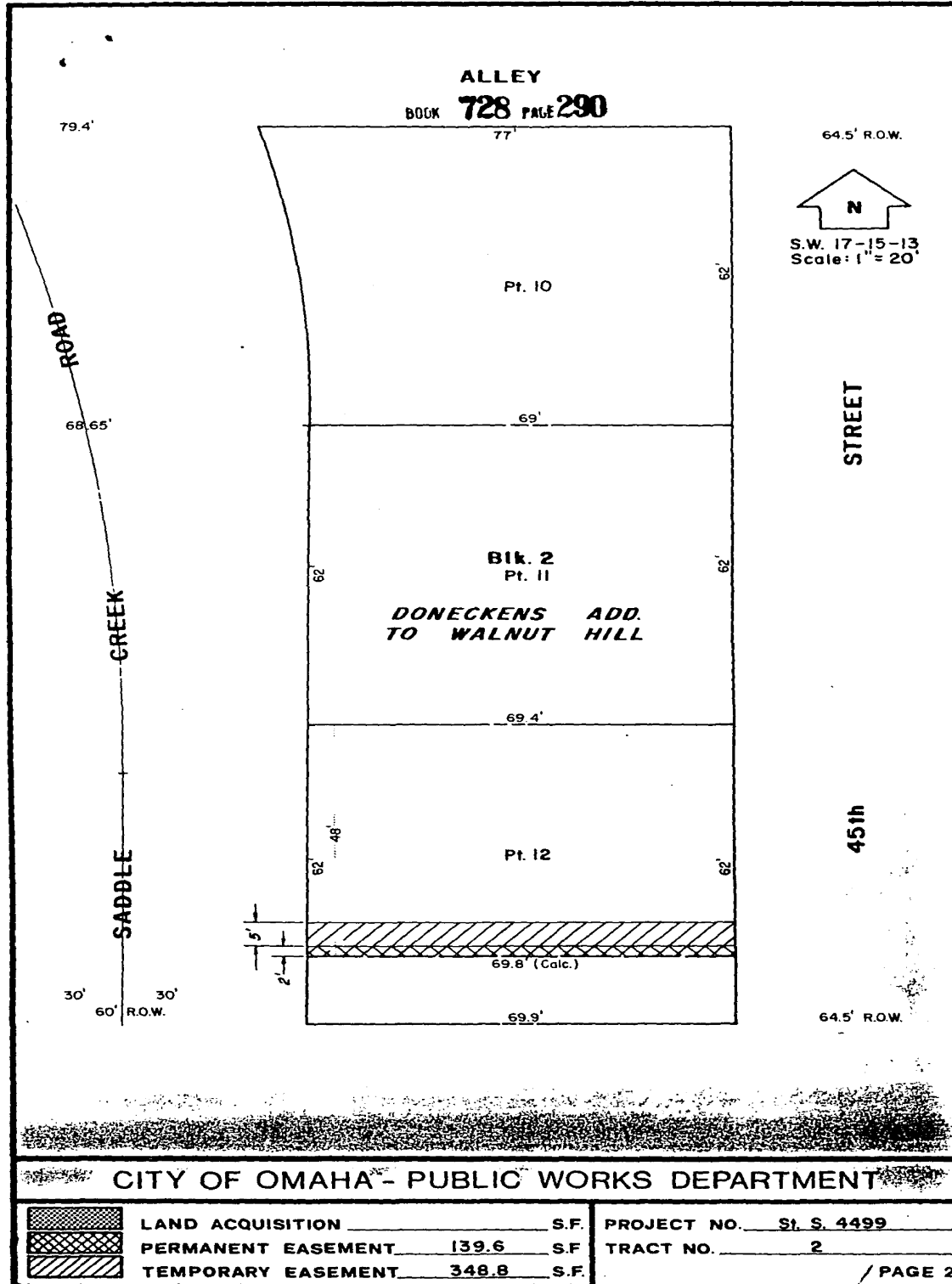
The South 5 feet of the North 46 feet of the North 48 feet of Lot 12, lying East of Saddle Creek Road, Block 2, Donecken's Addition to Walnut Hill, an Addition to the City of Omaha, Douglas County, Nebraska.

1D2:25

CITY OF OMAHA

Public Works Department

| | | |
|---|--|--|
| Owner(s) <u>Joseph A. and Shirley A. Pace</u> | | Land Acquisition <u>139.6</u> S.F. |
| Address <u>9714 No. 72nd Street</u> <u>Omaha, Nebraska (711 No. Saddle Creek Road)</u> | | Permanent Easement <u>348.8</u> S.F. |
| Project No. <u>ST.S. 4499</u> | | Temporary Easement <u>348.8</u> S.F. |
| Tract No. <u>2</u> | | Date Completed _____ Revision Date _____ Revision Date _____ |
| | | Page 1 of _____ |



RECEIVED
1905 JAN -4 PM 2:04
GEORGE J. DONLEWICZ
REGISTER OF DEEDS

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Page 290
No. 27A565

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