

666-518

PROJECT NO. ST.S. 4438

TRACT NO. 1

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS: BOOK 666 PAGE 197

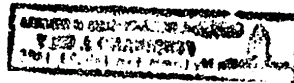
THAT HAROLD F. INMAN & MARIE L. INMAN, H & W hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three Thousand Dollars (\$3,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF 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

STORM Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Permanent Easement:

COMMENCING IN THE SOUTHWEST CORNER OF PART LOT 7, KEYSTONE PARK, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, PROCEED NORTH 391.16 ALONG THE WEST PROPERTY LINE TO THE POINT OF BEGINNING; THENCE EAST 120 FEET, THENCE SOUTHEAST AT A DEFLECTION TO THE RIGHT OF 22° 40'06" A DISTANCE OF 212.45 FEET, THENCE EAST 16.48 FEET, THENCE SOUTH 10 FEET, THENCE WEST 18.48 FEET, THENCE NORTHWEST AT A DEFLECTION TO THE RIGHT 22° 36'16" A DISTANCE OF 199.47 FEET, THENCE WEST 129.97 FEET, THENCE NORTH 15 FEET TO THE POINT OF BEGINNING.

Also Exhibits "A"



TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress 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 27 day of October A.D., 1981

Harold F. Inman
Marie L. Inman

Name of Corporation _____
Corporate Seal By _____ President
Attest _____ Secretary

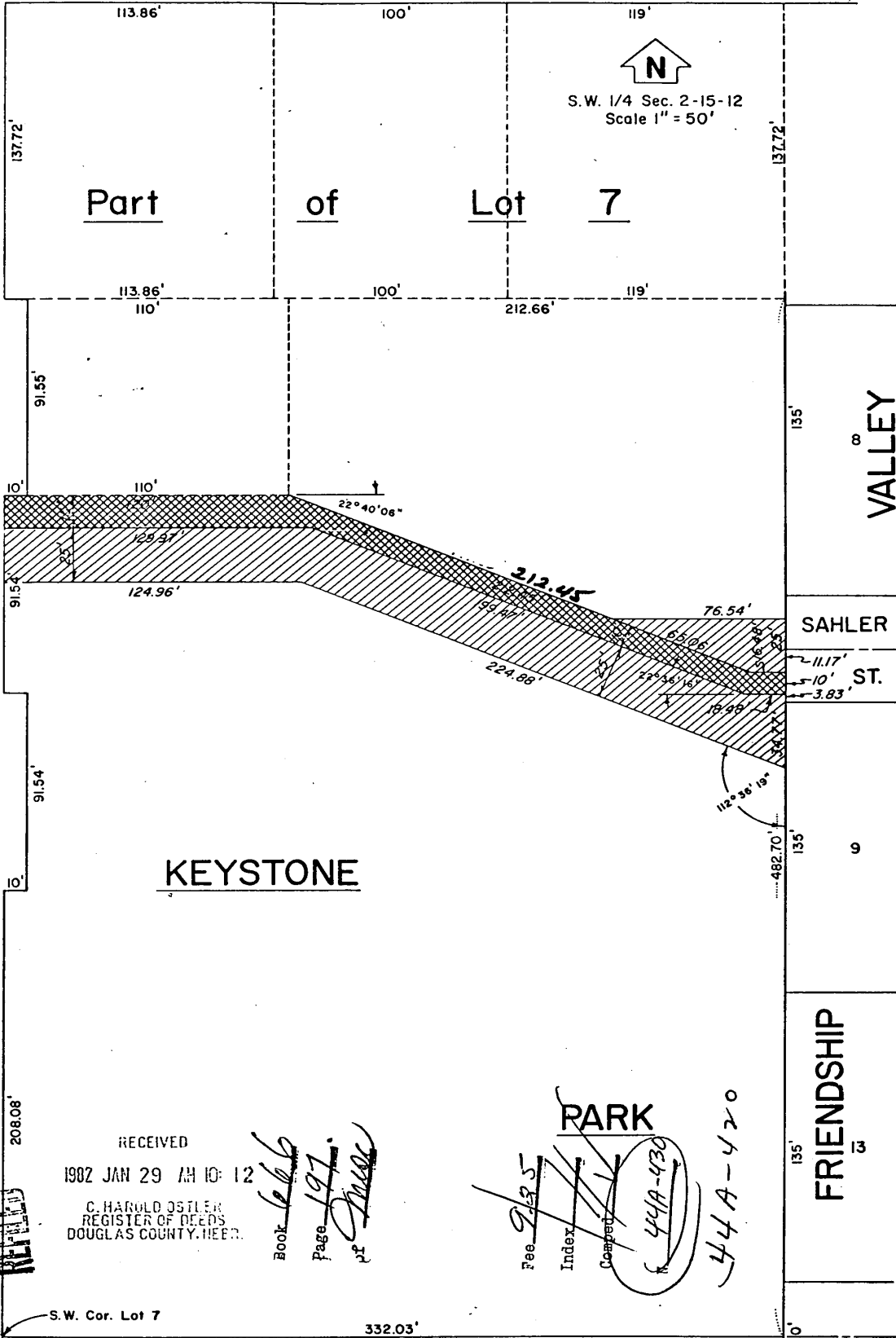
BOYD

EXHIBIT 'A'

STREET

BOOK 666 PAGE 199

BOOK 661 PAGE 60



STREET

VALLEY

SAHLER ST.

KEYSTONE

FRIENDSHIP

PARK

23 Mar 84th

RECEIVED

RECEIVED
1982 JAN 29 AM 10:12
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 666
Page 199
of 199

Fee 9.25
Index
Compu
44A-430
44A-420

S.W. Cor. Lot 7

332.03'

SPRAGUE

STREET

1' Spite Strip
(Pt. of Anderson's Sub)

25 Mar

RECEIVED
1981 OCT 28 AM 9:51

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 661
Page 598
of 598
Fee 9.25
Index
Compu
44A-430
44A-429

SHT. 2 of 2