

ST SEWER #209

PROJECT NO. S.I.D. 6707

TRACT NO. 14

Box 602 rd 680

PERMANENT SEWER EASEMENT

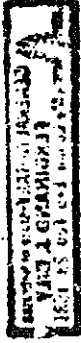
10-5-19

DEAN E. BRICKSON

I, DEAN E. BRICKSON, (whether one or more) for and in consideration of the sum of Two Thousand Dollars (\$2,340.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a permanent easement hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to install, maintain, and operate a

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

Beginning at the Northeast corner of Lot 6, Keystone Gardens proceed South along the West property line 75 feet to the point of beginning; said easement to be 5 feet either side of said described center line as follows, from the point of beginning proceed West 75 feet parallel and South 75 feet of the North property line to the West property line.



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 location shown on the attached plan. The GRANTOR may, following construction of said Sewer, continue to use the surface of the parcel of land conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

The GRANTOR agrees as follows:

1. All improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, and the GRANTOR shall obtain the express approval of the CITY. Improvements which may be approved by CITY include landscaping, paving, curbing, and any other improvements and any trees, grass or shrubbery placed on said easement strip shall be maintained by GRANTOR, his heirs, successors or assigns.

2. GRANTOR shall be responsible for any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining and operating said Sewer, except that damage to, or loss of, trees and shrubbery will not be compensated for by CITY. GRANTOR shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a condition not less favorable than when the easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and shall cause the same to be properly maintained and worked.

3. GRANTOR, for himself or themselves and his or their heirs, executors and administrators does or do confirm with the GRANTEE that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or she or they have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or her heirs, successors or assigns shall warrant, defend and maintain this easement to said CITY and its assigns against the lawful claims of all persons. This easement runs with the land.

4. This easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements on the easement area but not limited to, crops, vines, trees within the easement area as necessary for construction.

5. This easement contains the entire agreement of the parties; that there are no other different agreements or understandings, oral or written, between the GRANTEE and the GRANTOR and the CITY or its agents; and that the GRANTEE, by executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTOR, or any other person, which are not set forth herein.

WITNESSETH that GRANTOR has or have hereunto set his or their hand(s) this 13 day of October, 1912 A.D.

Dean E. Brickson

President

Secretary

(Notary Seal of Dean E. Brickson)

12345678

BOOK 002 PAGE 681

INDIVIDUAL ACKNOWLEDGEMENT

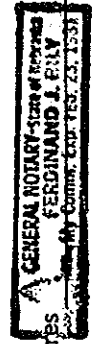
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 13 day of Feb, 19 20, before me a Notary Public, in and for said County, personally came the above named: Robert D. [Signature]

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purposes therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

[Signature]
NOTARY PUBLIC



My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____

_____ Corporation, and _____ Secretary of said _____ to me personally known to be the President and Secretary respectively of said Corporation and the 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.

NOTARY PUBLIC

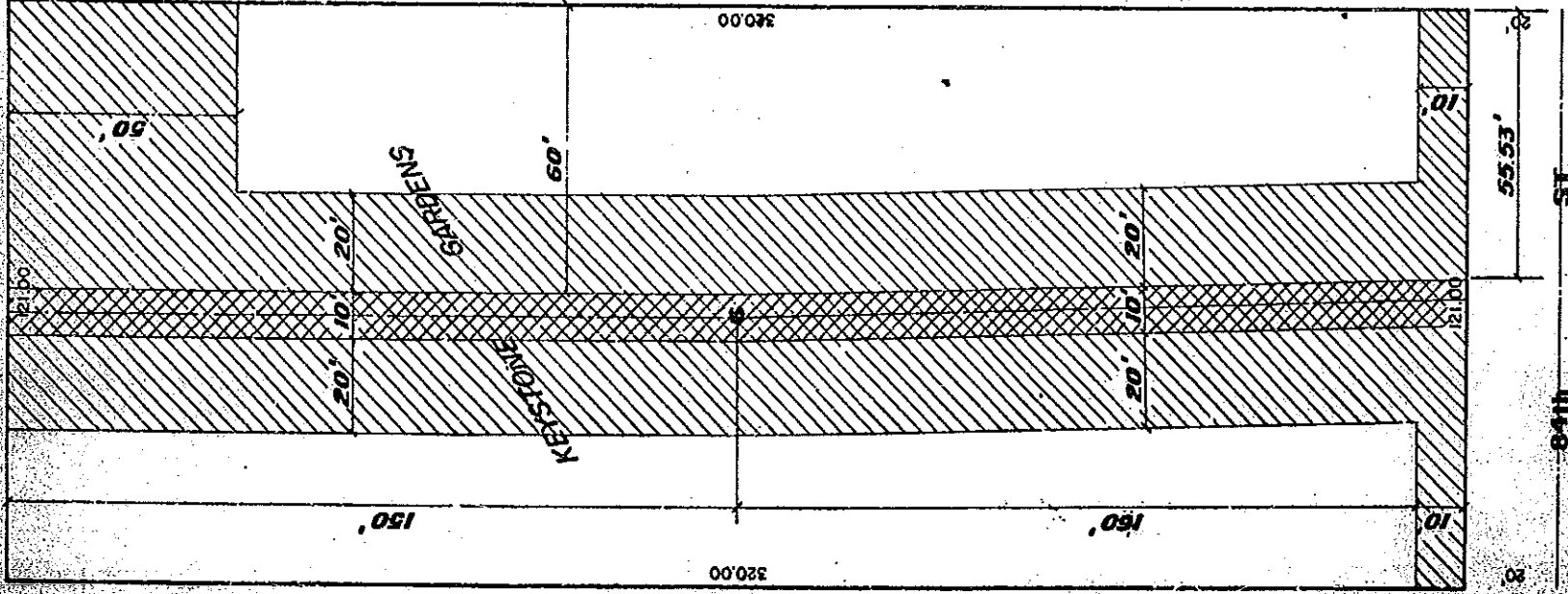
My Commission expires _____

ST SEWER 4299

BOOK 662 PAGE 682



Scale 1" = 30'
S.E. 3-15-12



Survey
 321-125
 1902
 689
 662

1902
 689
 662

RECEIVED
 NOV 13 PM 3:50
 ENGINEERING
 DEPARTMENT
 1000 MARKET ST
 PHILADELPHIA PA 19102

3/1

BOOK 662 PAGE 683

PROJECTING
TRACTING

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT DEAN E. ERICKSON hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of \$2000.00 Dollars (See Receipt) 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

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

Commencing at the Northeast corner of Lot 4, Keystone Gardens, thence South along the East property line of said lot to the point of beginning, thence West 137 feet, thence South 10 feet, thence East 122 feet, thence South 121.5 feet thence East 15 feet, thence North 131.5 feet 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, contract 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 (as by GRANTOR, his heirs, successors and assigns without express approval of the CITY. Improvements which may be approved by CITY, include easements for a street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement, shall be owned 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 better order and condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of them who may be engaged in the construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executor and administrator, does or do confirm and affirm 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, executor and administrator, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons who may claim an 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 between the GRANTOR and the CITY or its agents and that by their executing and delivering this instrument, has not relied upon any promise, 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) on 13 day of February A.D. 1980

Name of Corporation

By

Attest

Corporate
Seal

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this 27 day of Feb, 1973, before me a Notary Public,
and for said County, personally came the above named:

[Signature]

who is (are) personally known to me to be the identical person(s) whose name(s)
is (are) affixed to the above instrument and acknowledged the instrument to be
his (her) (their) voluntary act and deed for the purpose therein stated.

Witness my hand and Notarial Seal the date aforesaid.

[Signature]
Notary Public



My Commission expires _____

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the
undersigned, a Notary Public in and for said County, personally came

_____ President of _____
_____ Corporation,

_____ Secretary of said Corporation, to me
and the identical persons whose names are affixed to the foregoing instrument, and
in the presence of the undersigned, the execution thereof to be their respective voluntary act and deed as
well as the voluntary act and deed of said Corporation, and the Corporate
Seal of said Corporation to be thereto affixed by its authority.

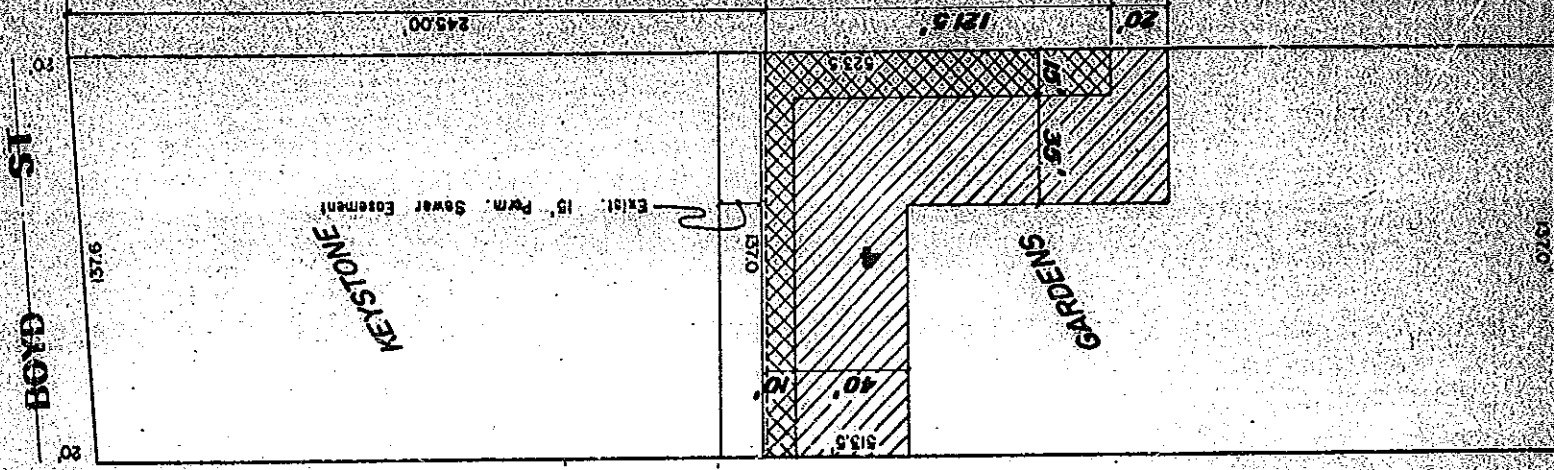
Witness my hand and Notarial Seal at Omaha in said County the day and year

Notary Public

Scale 1" = 50'
SE 3-15-12



BOOK 662 PAGE 685



Handwritten signature

Handwritten signature

RECEIVED
BY CITY OF BOYD
JUL 13 AM 3:50