

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS: BDCX 706 PAGE 154

THAT Seldin Development and Management Company, a Delaware Corporation hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of five thousand six hundred forty-four & 00/100 Dollars (\$ 5,644.00) 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 outfall

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

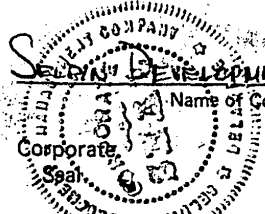
A 15-FOOT WIDE PERMANENT SEWER EASEMENT TO CONSTRUCT AND MAINTAIN SANITARY SEWER LOCATED IN LOT 3, BLOCK 2, WESTWOOD HEIGHTS 15TH ADDITION, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER LOT 3, THENCE S 52°07'15" W A DISTANCE OF 15 FEET; THENCE N 37°52'45" W A DISTANCE OF 195.67 FEET; THENCE N 30°10'00" W A DISTANCE OF 105.28 FEET; THENCE N 52°07'15" E A DISTANCE OF 0.87 FEET; THENCE S 37°52'45" E A DISTANCE OF 300 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, 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 20th day of December A.D., 1982.



Form C
Revised 11/30/82

Seldin Development and Management Company
Name of Corporation
By Therese M. Seldin President
Attest Debbie C. Williams Secretary

(Acknowledged on reverse side hereof)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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

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.

NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

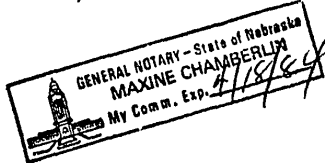
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 20th day of December, 1983, before me, the undersigned, a Notary Public in and for said County, personally came Theodore M Seldin Vice President of

a Silverman Delaware Corporation, and Klemie C. Asst Secretary of said Corporation,

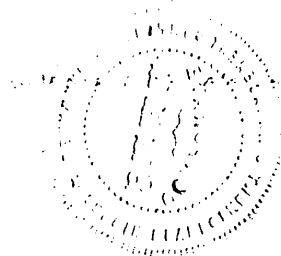
to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed 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.



Maxine Chamberlin
NOTARY PUBLIC

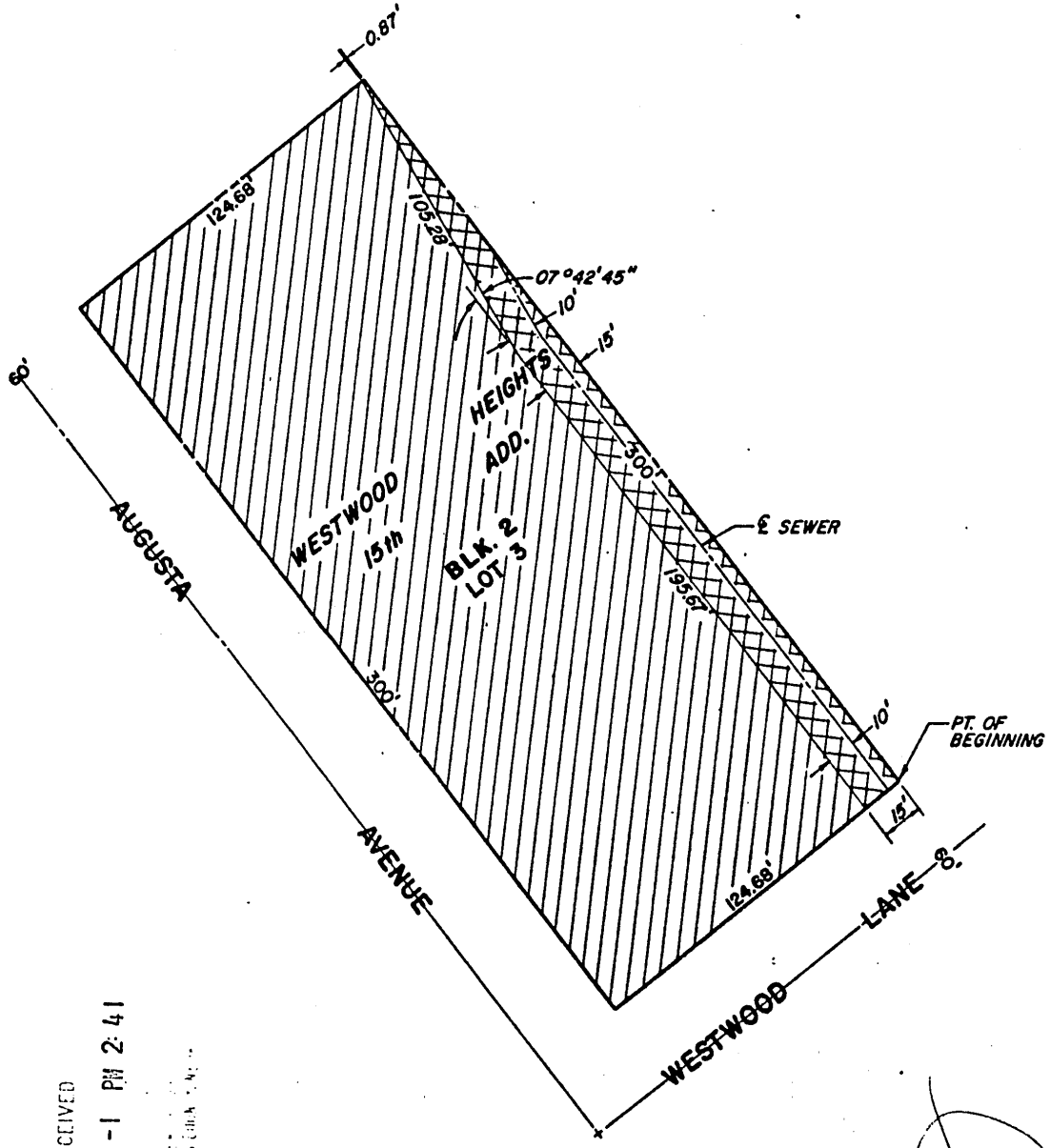
My Commission expires April 18, 1984



CITY COPY



N.W. 31-15-12
SCALE: 1" = 50'



63 April

RECEIVED
1984 MAR -1 PM 2:41
CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
DOUGLAS CREEK

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of 1

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65A-611
65A-609

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION _____ S.F.	PROJECT NO. <u>S.O.S. 3924</u>
	PERMANENT EASEMENT <u>3,762.91</u> S.F.	TRACT NO. <u>3</u>
	TEMPORARY EASEMENT <u>33,641.09</u> S.F.	PAGE 2