



MISC 2003106800

RICHARD H. TAVELCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.



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PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT MARION ALYCE BREWER, AS TRUSTEE OF THE MARION MAGEE BREWER REVOCABLE TRUST hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, 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, and Sanitary and Improvement District No. 473 of Douglas County, Nebraska, a Nebraska political subdivision, hereinafter referred to as SID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY and SID to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, his, her or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his, her or their heirs, successors or assigns.
- 2) That CITY or SID will, at its expense, maintain and operate the sewers, sewer discharges, and drainage structures constructed by City or SID and will replace or rebuild any and all damage to improvements caused by CITY or SID 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 or SID.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.
- 4) That CITY or SID 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.


Gaines, Pansing & Hogan
10050 Regency Circle, Ste. 200
Omaha, Nebraska 68114

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- 5) That said GRANTOR for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said CITY and SID and their assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and administrators, shall warrant and defend this permanent easement to said CITY or SID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or SID may 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) The CITY and SID reserve the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) 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 SID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or SID or their agents or employees, except as are set forth herein (if applicable): None.

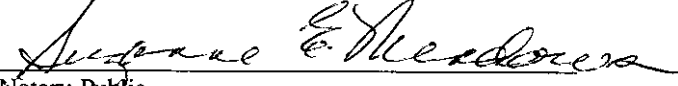
IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 27th day of May, 2003


**MARION ALYCE BREWER, AS TRUSTEE OF THE
 MARION MAGEE BREWER REVOCABLE TRUST**

STATE OF COLORADO)
) ss.:
 COUNTY OF DENVER)

On this 27 day of May, 2003, before me, the undersigned, a Notary Public in and for said County, personally came **MARION ALYCE BREWER, AS TRUSTEE OF THE MARION MAGEE BREWER REVOCABLE TRUST**, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.


 Notary Public

My commission expires: My Commission Expires
November 20, 2003

