

*Pat*  
GAINES, MULLEN, PANSING &  
HOGAN  
10050 REGENCY CIRCLE, SUITE 200  
OMAHA, NEBRASKA 68114



RECEIVED  
MAY 16 2 58 PM '95  
GEORGE J. HOGAN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Project No. \_\_\_\_\_  
Tract No. 5131 *HP*  
Address: N/A

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CIESLIK AND SONS CO., a Nebraska partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Five Hundred and no/100 Dollars (\$500.00) 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 storm sewers and drainage and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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, operating, repairing or replacing 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, its 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, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the 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 work.
5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, 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.
6. That said easement is granted upon the condition that the CITY 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 reserves the absolute right to terminate this 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 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.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 18th day of May, 1995.

CIESLIK AND SONS CO., a Nebraska partnership,

By Robert J. Cieslik  
Title Partner

STATE OF NEBRASKA       )  
  ) ss.:  
COUNTY OF DOUGLAS    )

On this 12 day of May, 1995, before me, the undersigned, a Notary Public in and for said County, personally came Robert Cieslik of CIESLIK AND SONS CO., a Nebraska partnership, to me personally known to be the partner of said partnership and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said partnership.

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



Laura S. Davis  
Notary Public

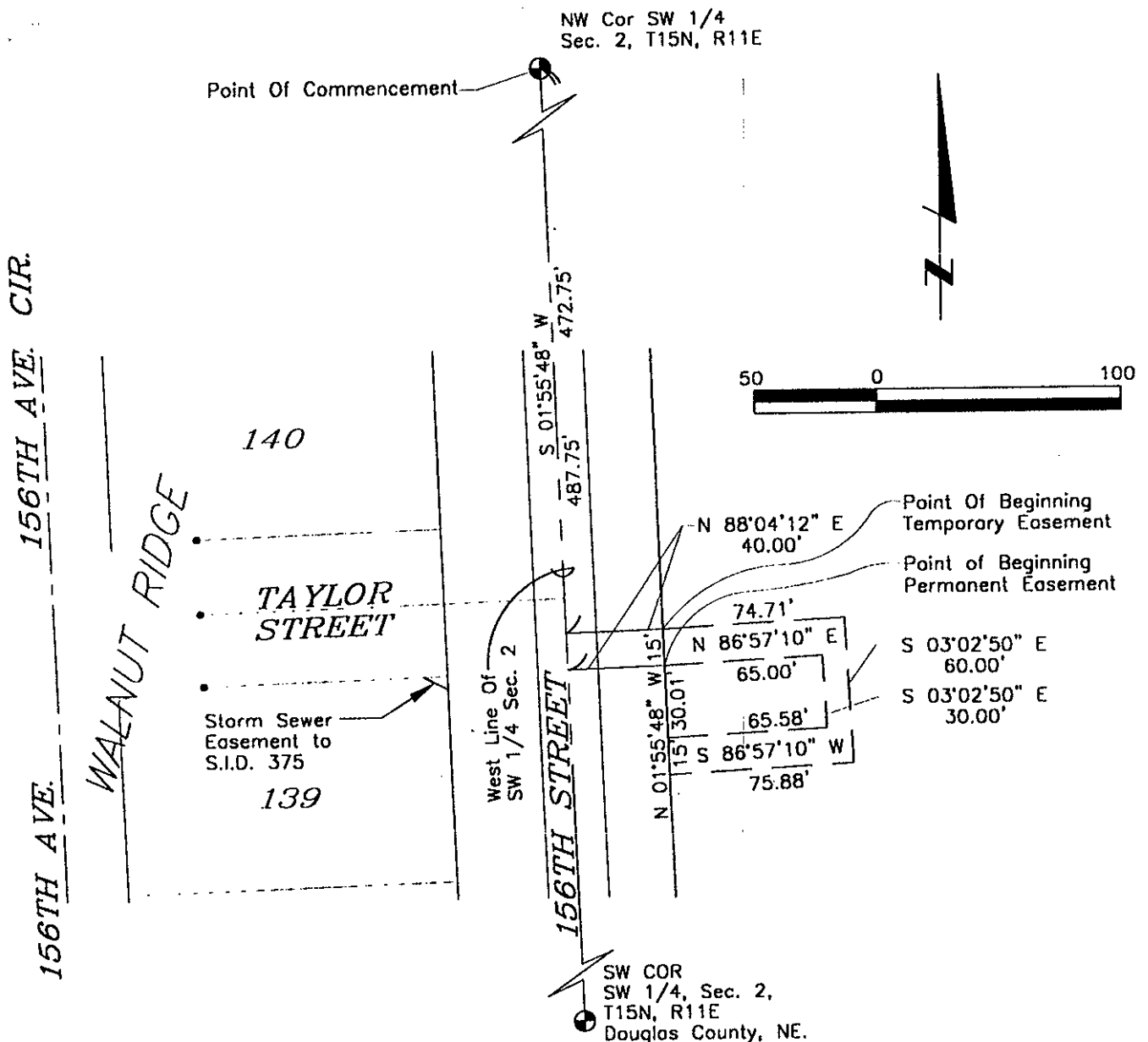
My commission expires: 9-13-97

# LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of storm sewers and drainage ways over that part of the Southwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northwest corner of the Southwest Quarter of Section 2; Thence South 01°55'48" West (bearings referenced to the WALNUT RIDGE Final Plat) for 487.75 feet along the west line of the Southwest Quarter of Section 2; Thence North 88°04'12" East for 40.00 feet to the east right of way line of 156th Street and the TRUE POINT OF BEGINNING; Thence North 86°57'10" East for 65.00 feet; Thence South 03°02'50" East for 30.00 feet; Thence South 86°57'10" West for 65.58 feet to the east right of way line of 156th Street; Thence North 01°55'48" West for 30.01 feet to the Point of Beginning. Contains 1959 square feet.

# LEGAL DESCRIPTION

A temporary easement for the construction of storm sewers and drainage ways over that part of the Southwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northwest corner of the Southwest Quarter of Section 2; Thence South 01°55'48" East (bearings referenced to the WALNUT RIDGE Final Plat) for 472.75 feet along the west line of the Southwest Quarter of Section 2; Thence North 88°04'12" East for 40.00 feet to the east right of way line of 156th Street and the TRUE POINT OF BEGINNING; Thence North 86°57'10" East for 74.71 feet; Thence South 03°02'50" East for 60.00 feet; Thence South 86°57'10" West for 75.88 feet to the east right of way line of 16th Street; Thence North 01°55'48" West for 60.01 feet to the Point of Beginning. Contains 4518 square feet.



Book \_\_\_\_\_ Page \_\_\_\_\_ Date 2/24/95 Job Number 92923-2511



**lamp, rynearson & associates, inc.**  
engineers surveyors planners

14747 california street omaha, nebraska 68154-1979 402-496-2498  
FAX 402-496-2730