



BK 0860 PG 356



MISC 1988 14351

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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THAT Glenda R. Roberts, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a sanitary sewer located in Richmond Drive North of Davis Circle 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, an easement for the right to construct, maintain or operate a sanitary sewer located in Richmond Drive North of Davis Circle and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

An irregular parcel of land located in Lot 26, Block 1, Wears Benson Addition, an Addition to the City of Omaha, as surveyed, planned and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said Lot 26; thence Northwesterly for a distance of 250 feet; thence Southeasterly for a distance of 31 feet; thence Easterly for a distance of 223 feet to the East property line and also the West right-of-way line of Richmond Drive; thence on a curve Northerly for a distance of 15 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 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
7. The undersigned wish(es) to donate a permanent sewer easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.
8. The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said permanent sewer easement right, and have by their voluntary act and deed waived these rights.
9. The undersigned has seen the plans for this project and understands the portion of the property the City will need to utilize for this project.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 29 day of AUG A.D., 1988.

INDIVIDUAL AND PARTNERSHIP

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Glenda R. Roberts

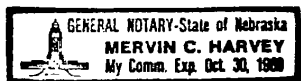
Date 8-29-88

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 29 day of AUG, 1988, before me, a Notary Public, in and for said County, personally came the above named: GLEND A R. ROBERTS, 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.

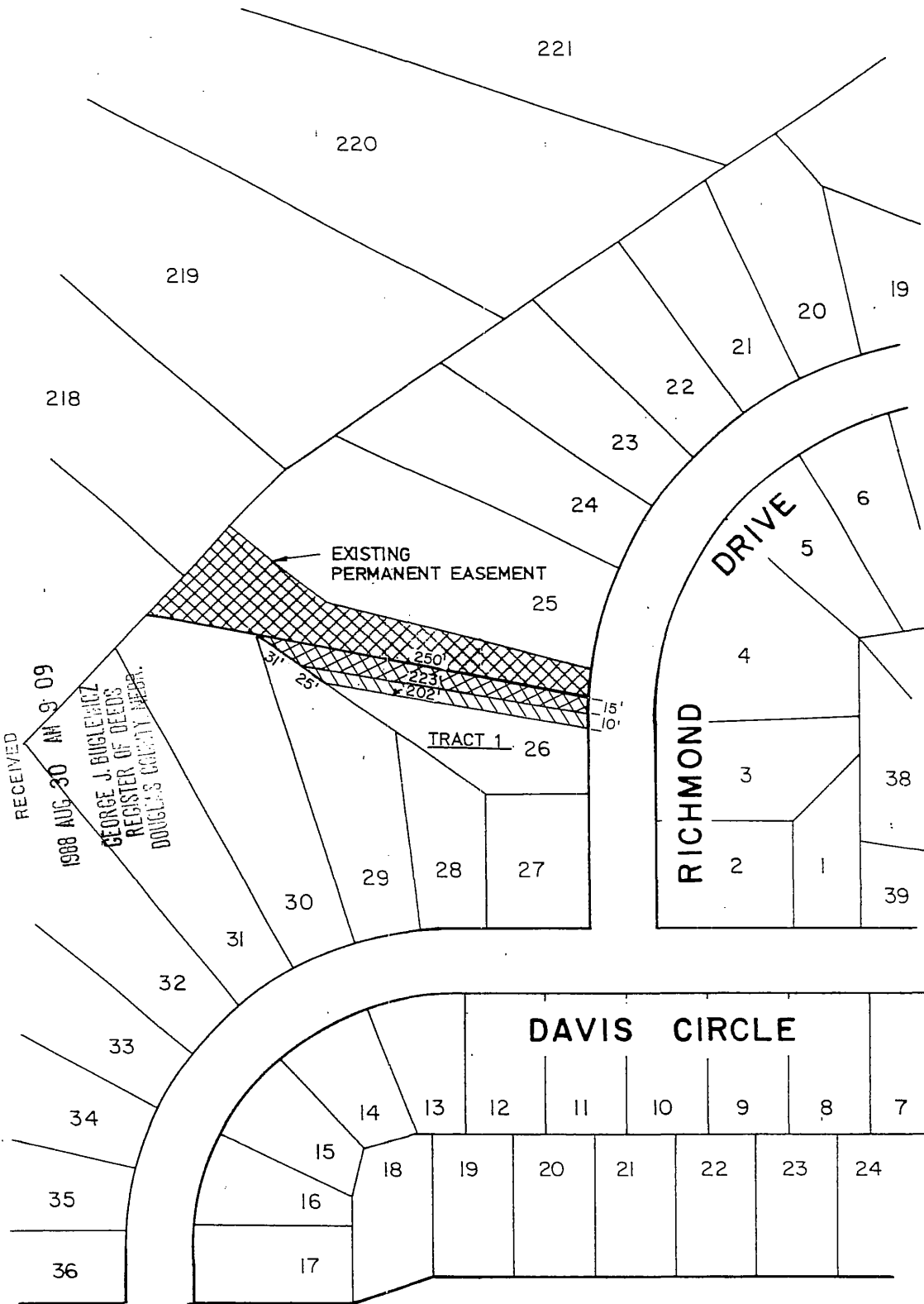
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Mervin C. Harvey
NOTARY PUBLIC

My Commission expires _____

ROW/13b:5651t



RECEIVED
1988 AUG 30 AM 9:09
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY NEBR.

14351 Mary D.

BOOK 860 N 64-577KP C/O FEE 15.50
 PG. 350 N 64/57 9W DEL 1A MG MJ
 OF Misc COMP LT F/B 58-40860


S.E. 1/4 SEC. 11-15-12

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

LAND ACQUISITION _____ S.F.	PROJECT NO. <u>R.N. 4856</u>
PERMANENT EASEMENT <u>3548 (NEW)</u> S.F.	TRACT NO. <u>1 (LOT 26)</u>
TEMPORARY EASEMENT <u>2125</u> S.F.	