



MISC 2005081945

reference



JUL 13 2005 10:13 P 9

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
7/13/2005 10:13:33.72



2005081945

**PERMANENT NON-EXCLUSIVE SEWER EASEMENT  
(DONATION)**

When recorded return to:  
City of Omaha, Nebraska

Public Works Department  
Design Division  
R-O-W Section

FOR OFFICE USE ONLY	
Project	Old Lincoln Highway Interceptor Sewer
City Proj. No.:	OPW 50335
Tract No.:	4A
Address:	1201 North 160 <sup>th</sup> Street Omaha, Nebraska 68022

**KNOW ALL MEN BY THESE PRESENTS:**

THAT Omaha Public Power District, a Public Corporation and Political Subdivision of the State of Nebraska, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One and 00/100 dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby donates and quitclaims to the City of Omaha, Nebraska, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, a permanent non-exclusive sewer easement for the right to construct, maintain and/or operate one thirty (30) inch underground sanitary sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"  
PERMANENT EASEMENT LEGAL DESCRIPTION**

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 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 or their successors and assigns without express approval of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, utilities, fencing, parking area surfacing, and/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, or repair any and all damage to improvements caused by CITY occasioned by construction or exercising its rights of inspecting, maintaining or operating said sewer.
- 3) This permanent non-exclusive sewer 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 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 and restore the easement area to its former condition and will continue to maintain to avoid settling or other problems.
- 5) GRANTOR does not warrant its title to the Easement Area nor undertake to defend the CITY in the peaceable possession, use or enjoyment thereof; and the quitclaim herein made is subject to all outstanding rights or interests of others. This permanent non-exclusive sewer easement runs with the land.
- 6) CITY, jointly and severally, agree to indemnify, protect and hold GRANTOR, its directors, officers, employees and agents, harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, suites, costs or expenses (including reasonable attorney's fees) arising from or as a result of (a) any incident, act or omission of CITY, their employees, agents, contractors and

MISC 45-12 FB 01-60000  
 ⑨ BKP 16-15-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

representatives, in connection with the use of the Easement Area or GRANTOR'S property under this easement agreement; (b) the breach of this easement agreement by CITY or their employees, agents, contractors and representatives, and (c) The violation of any laws, codes, rules and regulations applicable to CITY'S rights hereunder, including, but not limited to, applicable environmental laws, rules and regulations.

- 7) That said permanent sewer 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 subject to the provisions of the Temporary Easement between both the GRANTOR and the CITY.
- 8) The CITY reserves 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 60 days after the execution of this Easement Agreement.
- 9) 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 (if applicable):
- 10) By accepting and recording this easement grant, said CITY agrees with the terms and conditions stated herein and affirm their intention to be so bound. GRANTOR may promulgate from time to time rules and regulations governing the use of access to the Easement Area, which shall not unreasonably interfere with the use of the Easement by the CITY.
- 11) All rights granted to CITY hereunder shall terminate in the event the sewer line is removed from the Easement Area.
- 12) CITY use of the Easement Area shall be in compliance with all laws, ordinances, rules and regulations, including but not limited to mowing of weeds, trimming and removing trees where necessary during the construction period of said sewer project.

IN WITNESS WHEREOF, the said party of the first part has hereunto these presents to be signed by its respective officers this 11 day of July, 20 05.

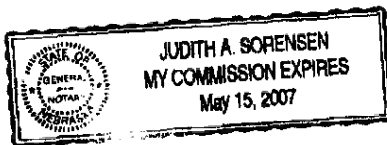
GRANTOR  
OMAHA PUBLIC POWER DISTRICT  
AUTHORIZED OFFICER:  
Adrian J. Minks  
Adrian J. Minks, Vice-President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 11 day of July, 20 05, personally before me, a Notary Public in and for said County, personally came the above named: Adrian J. Minks, Vice President of Omaha Public Power District, a Public Corporation and Political Subdivision of the State of Nebraska, personally known to be the respective officers of OMAHA PUBLIC POWER DISTRICT 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 on behalf of OMAHA PUBLIC POWER DISTRICT.

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

Notary Seal:



Judith A. Sorensen  
NOTARY PUBLIC  
Judith A. Sorensen

# Exhibit "A"




## PERMANENT EASEMENT LEGAL DESCRIPTION

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 16, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M., more particularly described as follows: Commencing at the intersection of the East R.O.W. line of 174<sup>th</sup> Street and the South R.O.W. line of Old Lincoln Highway; thence S03°02'31"E along the East R.O.W. line of 174<sup>th</sup> Street for a distance of 14.33 feet to the point of beginning; continuing S03°02'31"E for a distance of 31.83 feet; thence N73°32'31"W for a distance of 57.35 feet; thence N55°02'02"W for a distance of 578.33 feet; thence N55°54'13"W for a distance of 178.12 feet; thence N87°30'47"E for a distance of 50.34 feet; thence S55°54'13"E for a distance of 137.93 feet; thence S55°02'02"E for a distance of 573.67 feet; thence S73°32'31"E for a distance of 41.84 feet to the point of beginning.

Together with

A tract of land in the Northwest Quarter of Section 16, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M., more particularly described as follows: Commencing at the intersection of the East R.O.W. line of 180<sup>th</sup> Street and the South R.O.W. line of Old Lincoln Highway; thence S02°58'48"E along the East R.O.W. line of 180<sup>th</sup> Street for a distance of 26.30 feet to the point of beginning; thence S63°21'52"E for a distance of 141.92 feet; thence S59°09'54"E for a distance of 340.92 feet; thence S56°18'07"E for a distance of 450.44 feet; thence S55°46'21"E for a distance of 1,130.05 feet; thence S55°54'13"E for a distance of 397.17 feet; thence S87°30'47"W for a distance of 50.34 feet; thence N55°54'13"W for a distance of 356.78 feet; thence N55°46'21"W for a distance of 1,129.94 feet; thence N56°18'07"W for a distance of 449.56 feet; thence N59°09'54"W for a distance of 339.07 feet; thence N63°21'52"W for a distance of 123.77 feet to a point on the East R.O.W. line of 180<sup>th</sup> Street; thence N02°58'48"W for a distance of 34.51 feet to the point of beginning.

## CITY OF OMAHA Public Works Department

<b>Owner(s):</b> Omaha Public Power District <b>Address:</b> 1201 North 180th Street Omaha, NE 68022	 Land Acquisition = _____ S.F.  Permanent Easement = <u>96,404</u> S.F.  Temporary Easement = _____ S.F.
<b>Project No.</b> OPW 50335	<b>Project Name:</b> Old Lincoln Highway Interceptor
<b>Tract No.</b> 4 A & B	<b>Date Prepared:</b> 01/14/05
<b>Revision Date(s):</b> 07/08/05	Page 1 of 2



UNION PACIFIC RAILROAD

OLD LINCOLN HWY.

200'  
200'

2081.58'

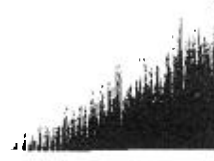
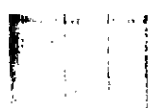
1128.84'

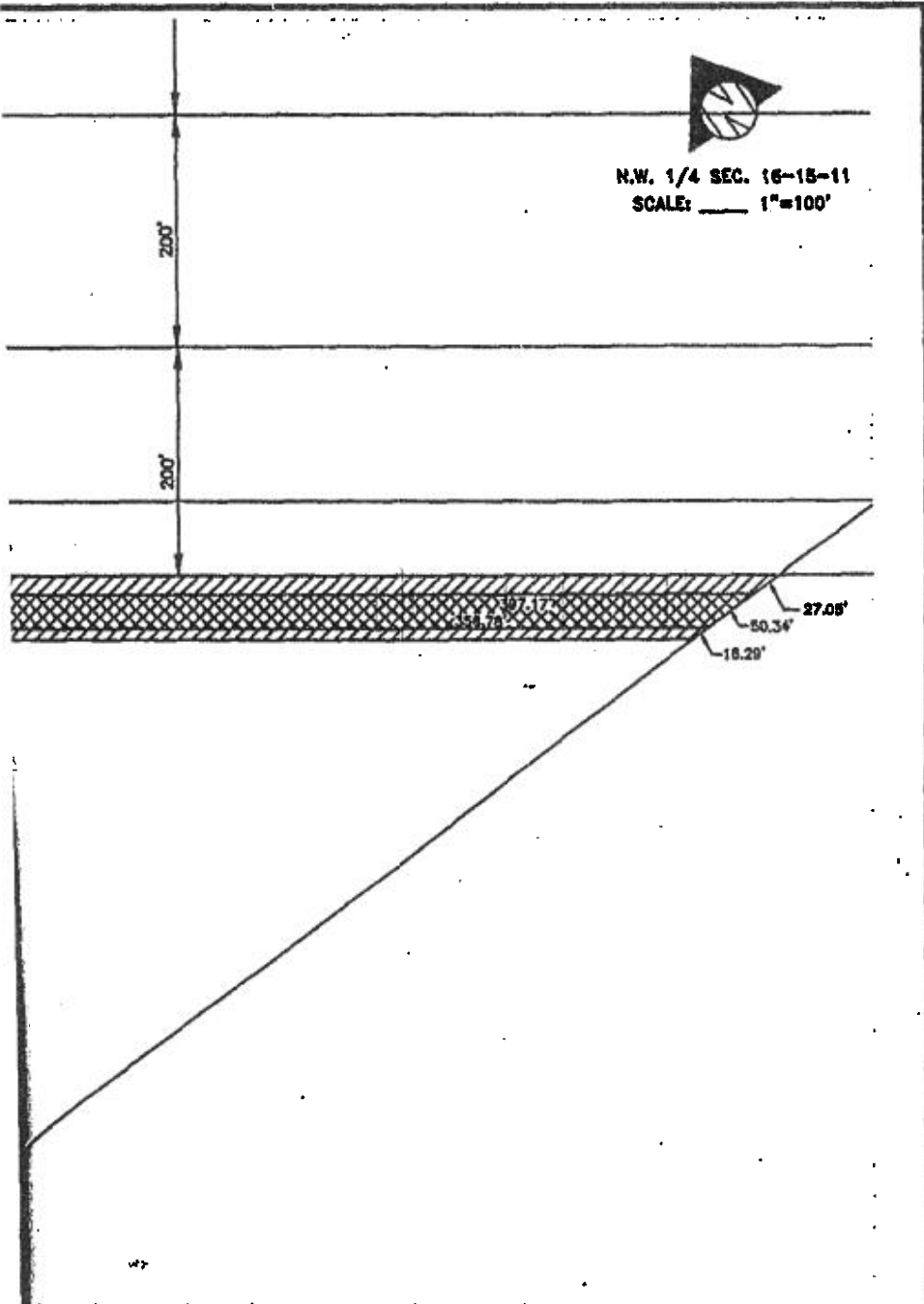
1961.30'

HWY. OF SECTION 14, T12N, R12E

**CITY OF OMAHA**




-  LAND ACQUISITION
-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT





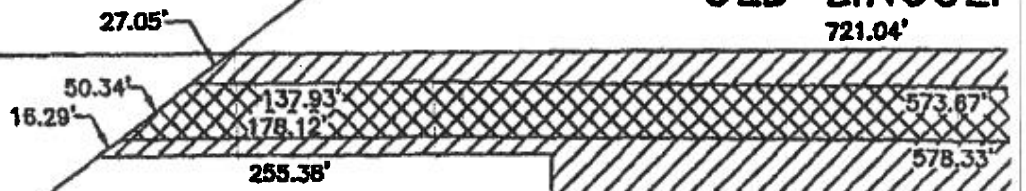
N.W. 1/4 SEC. 16-15-11  
 SCALE: 1"=100'

**CITY OF OMAHA - PUBLIC WORKS DEPARTMENT**

	LAND ACQUISITION	-0-	S.F.
	PERMANENT EASEMENT	72,895	S.F.
	TEMPORARY EASEMENT	105,609	S.F.

PROJECT NO. OPW 50335  
 TRACT NO. 4B

**OLD LINCOLN**  
721.04'



**SW1/4 OF SECTION 18, T15N, R11E**

CENTER OF SECTION 16, T15N, R11E

UNION PACIFIC RAILROAD

OLD LINCOLN HWY.  
721.04'

POINT OF BEGINING

14.33'  
31.83'

12'  
38'

573.67'  
578.33'




41.84'  
57.35'

251.07'

590.19'

T15N, R11E

CITY OF OMAHA

-  LAND ACQUISITION
-  PERMANENT EASEM
-  TEMPORARY EASEM

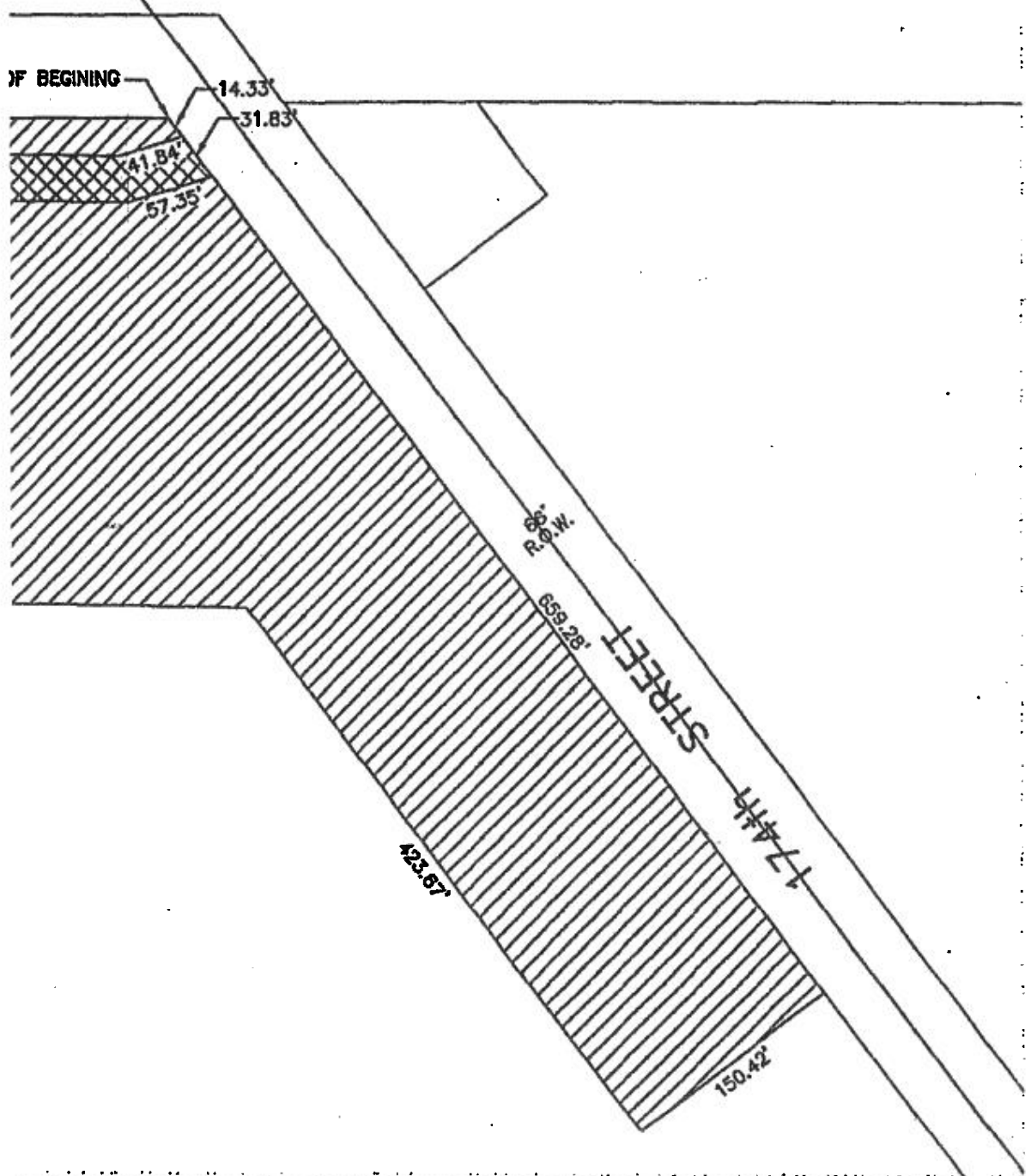


SE 1/4 OF SECTION 16, T16N, R11E




S.W. 1/4 SEC. 16-15-11  
SCALE: 1"=100'



PACIFIC RAILROAD



**CITY OF OMAHA - PUBLIC WORKS DEPARTMENT**

	LAND ACQUISITION	-0-	S.F.
	PERMANENT EASEMENT	23,509	S.F.
	TEMPORARY EASEMENT	249,426	S.F.

PROJECT NO. OPW 50335  
 TRACT NO. 4A