

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT DAVID A. JOHNSON and SUE R. JOHNSON, husband and wife, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) 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 Sewer, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" (ATTACHED)

SEE EXHIBIT "B" FOR TRACT PLAT (ATTACHED)

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 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 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; unless said improvements are damaged or altered during maintenance, operation or inspection of said sewer by the CITY, in which event the maintenance and repair of said improvements shall be the obligation of the CITY.
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 placed on or over the easement after completion will not be compensated for by CITY.
3. That CITY will 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 work.
4. That said GRANTOR for himself or themselves and his or her heirs, executors and administrators does or do confirm with the

Tract No 3
EXHIBIT "A"

#789

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A 10 foot Permanent Sewer and Drainage Easement located in an irregular tract of land in Section 28, Township 15 North, Range 12 East of the 6th P.M., the centerline of which is more particularly described as follows:

Commencing at the the SW corner of Lot 16, Timberlane Estates, a platted and recorded subdivision in Douglas County, Nebraska; thence $N00^{\circ}00'00''E$ (assumed bearing), along the West property line of Lots 16, 15 and 14 of said Timberlane Estates a distance of 399.2 feet to a point on the West property line of said Lot 14, said point also being the SE corner of said irregular tract of land; thence $S89^{\circ}01'30''W$ along the South property line of said tract a distance of 32.17 feet to the Point of Beginning; thence $N16^{\circ}46'19''W$ a distance of 100.93 feet to the Point of Termination; said point being 61.62 feet West and 96.70 feet North of the Southeast corner of said irregular tract.

Revised 11-5-79



Scale: 1"=50'

EXHIBIT "B"

TRACT NO. 3

#789

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g)

11 11 11

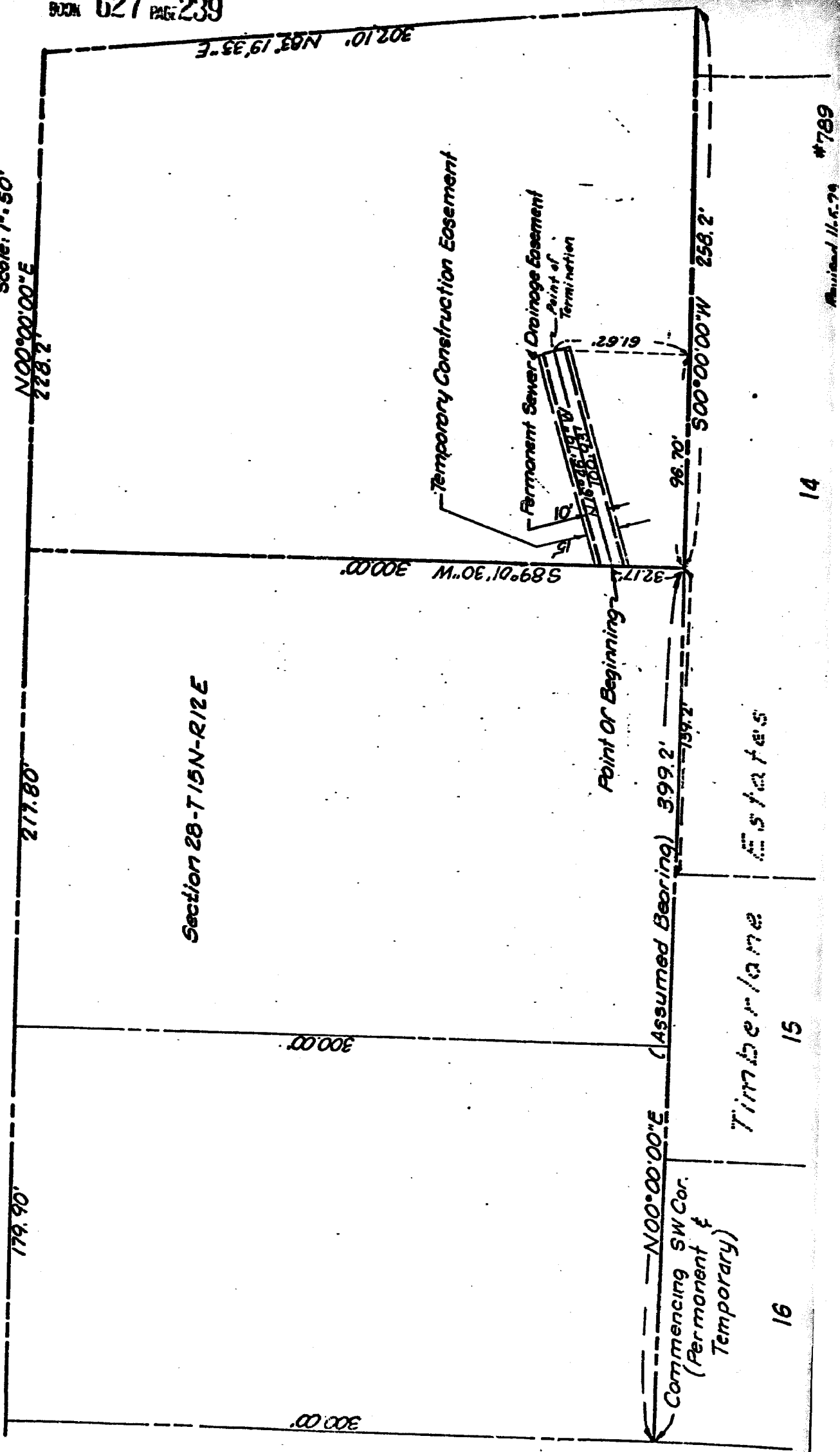


Scale: 1" = 50'

EXHIBIT "B"

TRACT NO. 3

#789



Estates

Timberland

15

16

EASEMENT CONDITIONS

The easement granted in the foregoing instrument is subject to the following conditions, which shall remain in effect until the original installation of a sanitary sewer within the permanent easement area shown and described in the foregoing instrument shall have been completed:

1. The City of Omaha, Nebraska, shall require and cause its contractor engaged to accomplish the installation of such sanitary sewer to do so in strict compliance with the conditions of this instrument, including but not limited to these Easement Conditions.

2. The City of Omaha, Nebraska, shall require and cause such contractor to install by an underground jacking or tunneling method rather than by trenching and excavation those portions of such sanitary sewer which are designated on Exhibit D attached hereto for such method of installation and shall require and cause such contractor to minimize any surface or subsurface disturbance of the easement area in the vicinity of such portions of such sanitary sewer. Grantor's intention is to eliminate potential damage to major trees adjacent to such portions of such sanitary sewer.

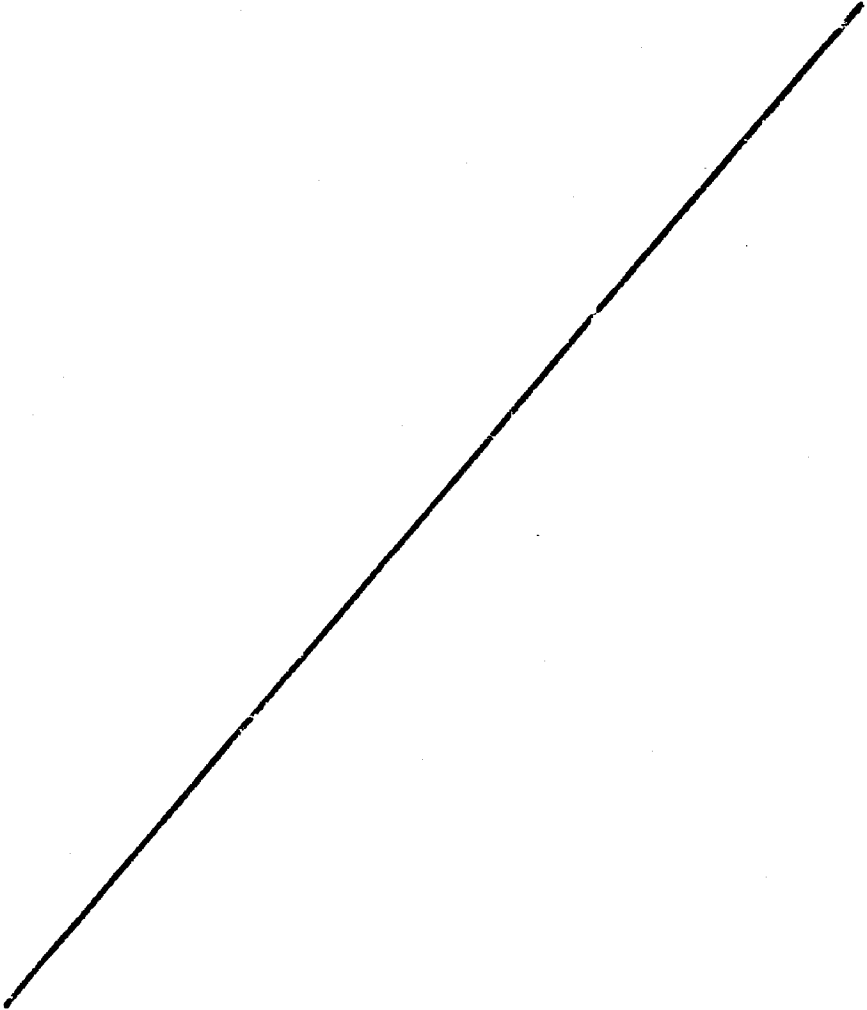


EXHIBIT C

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OAKDA

Sta. 7+99.37
Construct Standard M.H.#8
(4 5' x 6' w/ 6" Slant and
22.5' L.F. (S)



KDALE WOODS

WILLIAMS TRACT

96TH

See Sheet 3

CIRCLE

11

12

16

15

TIMBERLANE

179.9'

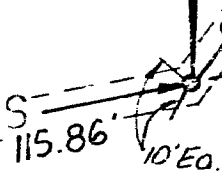
300'

Sta. 6+85.37
Construct Standard MH#7
(4.5 ± V.F.) W/ (2) 6" K.C.P. Storms (S.E. & S.W.)

Sta. 6+38.37
Construct Standard MH#6
(7.5 ± V.F.)

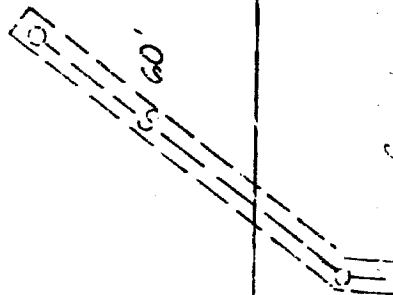
Sta. 5+02.03
Construct Standard MH#5
(8.0 ± V.F.)

Construct Conc. Collar in



115.86'

181.4'



KINNICK TRACT

Construct Conc. Collar in Accord with City of Omaha Std. Plate #723. See profile for locations.

JOHNSON TRACT

Sta. 1+36.09
Construct Standard Drop, MH #1
(10.2 ± V.F.)

Existing Manhole

10' Sewer & Drainage Easement

LANE ESTATES

Sta 2+87.71
Construct Standard MH #3
(9.0 ± V.F.)

Sta 2+36.48
Construct Standard MH #2
(11.3 ± V.F.)

14

217.8'

228.2'

300'

217.8'

258.2'

A

d

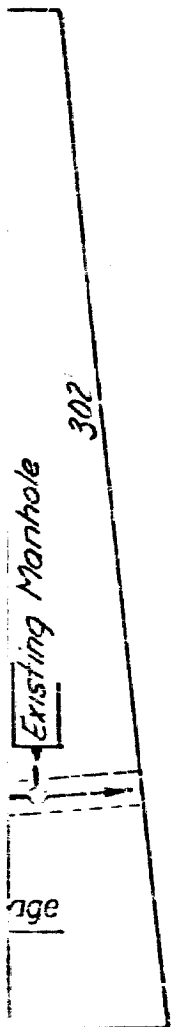



EXHIBIT 

Scale: Horiz: 1"=50'
Vert: 1"=10'

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120

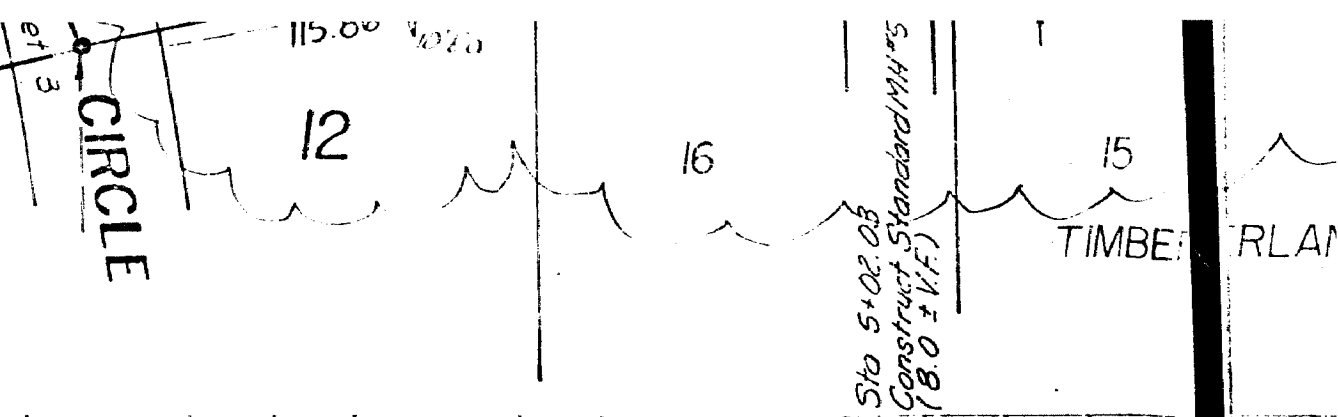
110

100

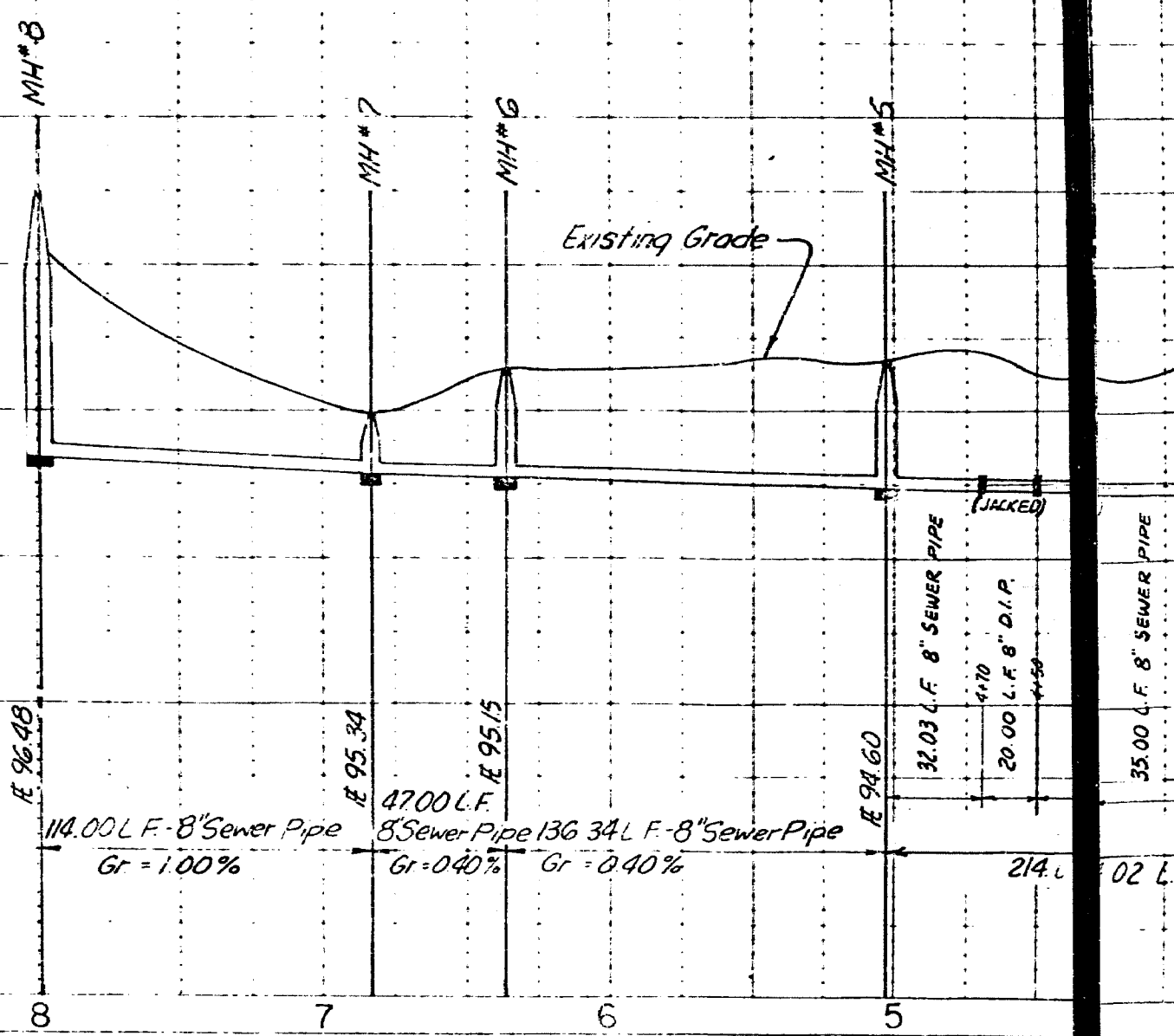
90

1" = 50'

1" = 10'



627 246



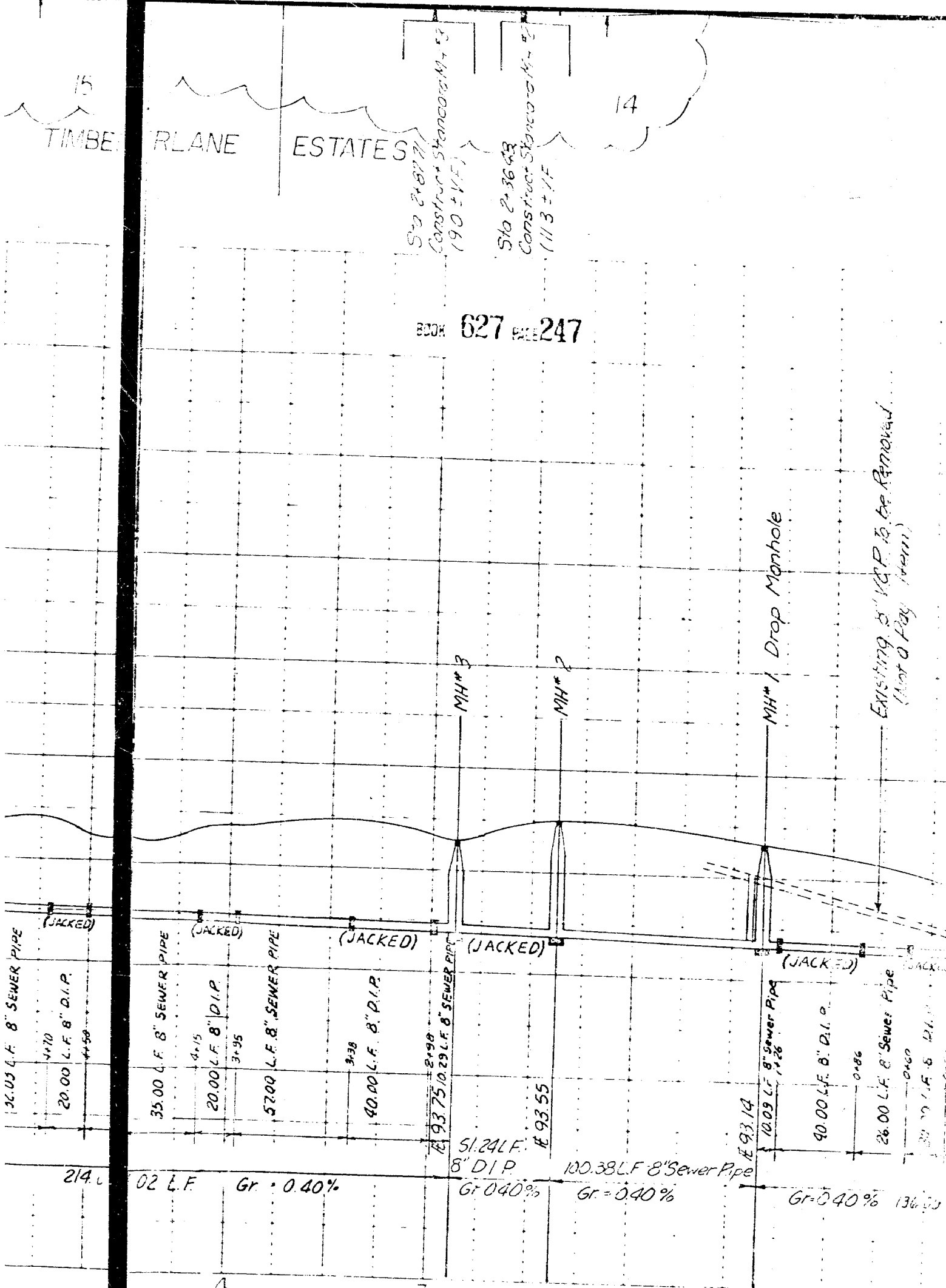
15
TIMBER LANE ESTATES

14

Sto 2+36.43
Construct Station 0+44.82
(19.0 ± V.F.)

Sto 2+36.43
Construct Station 0+44.82
(11.3 ± V.F.)

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Existing 8" V.C.P. to be Removed
(Not a Day Item)

HIGHWAY PLAN
SINGLE PLAN
PRINT

1/2" = 100' SHEET
PLAN AND PROFILE FULL LINE
ELECTRIC
MAY 2004 USA

EXHIBIT D

BOOK 627 PAGE 248

Scale: Horiz: 1"=50'
Vert: 1"=10'

Existing Manhole

13
Miles

RECEIVED
1980 JAN -9 AM 9:38
C. HAROLD BOSTLER
REGISTERED PROFESSIONAL ENGINEER
DOUGLAS COUNTY, NEBR.

120

110

100

90

40.00 L.A. 8" Sewer Pipe

11-92-60

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of (Miles)

Fee 39.25
Index
Compd

28-15-12
28-15-12

Revised 11-1-79

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14 Miles