



1130 043 MISC



11343 94 043-046

Return To:

City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68183

ATTN: TIM P.

Project No. ST.S. 4892
Tract No. 1
Address: 5005 S. 134th Street
Omaha, NE 68137

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Millard Lumber, Inc., hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a open drainage way improvement 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 open drainage way improvement and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

See attached Exhibit "A", Permanent Easement

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 drainage way at the will of the CITY. The GRANTOR may, following construction of said drainage way 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.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. 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.

11343 H 1-14-11 ✓ 01-60000
 FEE 21.00 > R 6-14-11 4PB
 DEL. C/O COMP
 LEGAL PG 4/15 SCANL PV

GEORGE J. RUCLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

SEP 23 8 33 AM '94

RECEIVED

7. The undersigned wish(es) to donate a permanent 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 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 31 day of Aug A.D., 1994.

CORPORATION

Millard Lumber Inc.
Name of Corporation

By G. Richard Russell, Pres. Title

(Corporate Seal)

ATTEST:

By Boye M. Munderloh Title
ASSNT SEC

Date 8-31-94

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 31 day of August, 1994, before me, the undersigned, a Notary Public in and for said County, personally came G. Richard Russell, President of Millard Lumber Inc., a Nebraska Corporation, and Boye M. Munderloh ASSNT Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation 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 of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Sally J. Reimer
NOTARY PUBLIC

My Commission expires April 14, 1996

ROW/12a:0178w:8044v

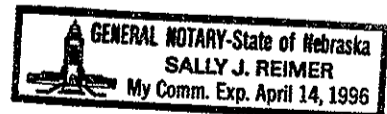


Exhibit "A"

SE 1/4 SE 1/4

1-14-11

Parcel 1

Temporary Construction Easement

Commencing at the N.W. corner of the S.W. 1/4 of Section 6, Township 14 North, Range 12 East of the 6th P.M., Douglas County, NE., thence North 0°00'00" East for a distance of 343.52'; thence North 40°50'45" West for a distance of 22.72', to the point of beginning; thence continuing North 40°50'45" West for a distance of 45.51'; thence Northwesterly on a curve to the left, with a radius of 1060.96', for an arc distance of 361.52' (chord bearing North 31°05'03" West for 359.77'); thence North 40°50'45" West for a distance of 581.02'; thence North 49°09'15" East for a distance of 13.00'; thence South 40°50'45" East for a distance of 70.00'; thence North 49°09'15" East for a distance of 2.00'; thence South 40°50'45" East for a distance of 511.02'; thence Southeasterly on a curve to the right, with a radius of 1075.96', for an arc distance of 383.52' (chord bearing South 30°38'04" East for 381.50'); thence continuing Southeasterly on a curve to the right with a radius of 451.31' for an arc distance of 26.01'; (chord bearing South 22°04'25" East for a distance of 26.01') to the point of beginning.

Permanent Easement

Commencing at the N.W. corner of the S.W. 1/4 of Section 6, Township 14 North, Range 12 East of the 6th P.M., Douglas Co. NE., thence North 0°00'00" East for distance of 343.52', to the point of beginning; thence North 40°50'45" West for a distance of 22.72'; thence Northwesterly on a curve to the left, with a radius of 451.31', for an arc distance of 26.01' (chord bearing North 22°04'25" West for a distance of 26.01'); thence continuing Northwesterly on a curve to the left, with a radius of 1075.96', for an arc distance of 383.52' (chord bearing North 30°38'04" West for 381.50'); thence North 40°50'45" West for a distance of 511.02'; thence North 49°09'15" East for a distance of 24.00'; thence South 40°50'45" East for a distance of 818.15'; thence South 0°00'00" East for a distance of 152.90' to the point of beginning. SAID Parcel is Located in the S.E. 1/4 of the S.E. 1/4 of 1-14-11, Douglas Co. NE.

Temporary Access

Two parcels of land 20' in width, located in the S.E. 1/4 of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska; said parcels lying 10' on each side of the following described centerlines:

Parcel 1: Commencing at the intersection of the centerline of 134th Street and the centerline of Riggs Street; thence Northwesterly along the centerline of 134th Street for a distance of 5.00'; thence Southwesterly parallel to the prolonged centerline of Riggs Street, for a distance of 69.00' to the point of beginning; thence continuing Southwesterly along said line for a distance of 61.00' to the point of terminus.

Parcel 2: Commencing at the intersection of the centerline of 135th Street and the centerline of Riggs Street; thence Southeasterly along the centerline of 135th Street for a distance of 15'; thence Northeasterly, parallel with the prolonged centerline of Riggs Street for a distance of 30.00' to the point of beginning; thence continuing Northeasterly along said line for a distance of 88.5' to the point of terminus.

0847y

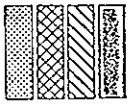
CITY OF OMAHA

Public Works Department

Owner(s) <u>Millard Lumber, Inc.</u>	Land Acquisition _____ S.F.
Address <u>5005 South 135th Street</u>	Permanent Easement <u>28,481</u> S.F.
	Temporary Access: <u>2,762</u> S.F.
	Temporary Easement <u>14,354</u> S.F.

Project No. <u>ST.S. 4892-A</u>	Date Completed _____	Page 1 of _____
Tract No. <u>1</u>	Revision Date _____	Revision Date _____

LAND ACQUISITION	S.F.
PERMANENT EASEMENT	28,481 S.F.
TEMPORARY EASEMENT	14,354 S.F.
TEMPORARY ACCESS	2,762 S.F.



SE 1/4 SW 1/4
174-11

SW 1/4 8 SW 1/4
6-14-12

