

CITY OF OMAHA

COUNCIL CHAMBER

BOOK 547 PAGE 327

Omaha, Nebr. December 30, 1974

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Joseph F. Kotlarz, Negotiator, has delivered to the City of Omaha a Supplemental Negotiator's Report, dated December 30, 1974, such report being attached hereto, and made in accordance with Necessity Ordinance No. 27233, passed July 30, 1974, declaring the necessity of appropriating and acquiring certain property for the purpose of constructing Sanitary Outfall Sewer, from 60th and Harrison Streets to "L" Street, Project No. S.O.S. 3608; and,

WHEREAS, the report shows that the Negotiator, Joseph F. Kotlarz, was successful in acquiring an additional one parcel of land required for the project known as Project No. S.O.S. 3608.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Supplemental Negotiator's Report of December 30, 1974, made in accordance with Necessity Ordinance No. 27233, passed July 30, 1974, be, and it hereby is, approved; and,

THAT, the Finance Director be, and he hereby is, authorized to make payment in accordance with the Supplemental Negotiator's Report in the total sum of Fifteen Thousand Forty Six and 50/100 - Dollars (\$15,046.50) for the easements. All of said payment for the easements obtained to be made from Sewer Revenue Improvement Fund No. B-85700; and;

THAT, the Mayor be, and he hereby is, authorized to sign the Temporary and Permanent Easements in connection with Tract No. 6A, and the City Clerk is authorized to attest the same.

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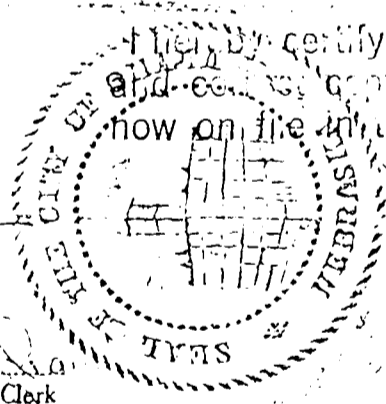
I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

By *Robert J. ...* Councilman

BY *Joseph ...* DEPUTY CITY CLERK

Adopted *DEC 30 1974* City Clerk

Approved *[Signature]* Mayor



NO. 4648

Resolution by Mr. To accept the Negotiator's Report and to authorize the Finance Director to make payment of \$15,046.50 for easements, relative to the construction of Sanitary Outfall Relief Sewer from 60th & Harrison Streets to "L" Street, Project No. S.O.S. 3608, under Necessity Ordinance No. 27233. Payment of \$15,046.50 by Finance Director to be made from Sewer Revenue Improvement Fund No. B-85700.

Presented to City Council

DEC 30 1974 19

Adopted

Mary Calligan ... City Clerk

3-

Project No. S.O.S. 3608
Tract No. 6APERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Globe Realty Co. and Nu-Trend Mobile Homes, Inc., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Thousand Seven Hundred Seventy-Four Dollars (\$1,774.00), 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 OUTFALL Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

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 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, shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns. However, the CITY does hereby agree that the easement strip may be used by Nu-Trend Mobile Homes, Inc. for its present use.
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, loss of, trees and shrubbery will not be compensated by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be sodded and will replace present asphalt to a depth of seven (7) inches and replace any electrical power boxes or other electrical wiring or appliances removed, 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 deos 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 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. Payment of the consideration outlined above shall be made directly to Globe Realty Co.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this 24th day of November A.D., 1974.

GRANTOR:

GLOBE REALTY CO.

By William F. Fitzgerald
Vice President

Attest Louis F. Witzburg
Assistant Secretary

NU-TREND MOBILE HOMES, INC.

By A. F. Hansen
President

Attest Dorothy J. Hansen
Secretary

(CORPORATE SEAL)

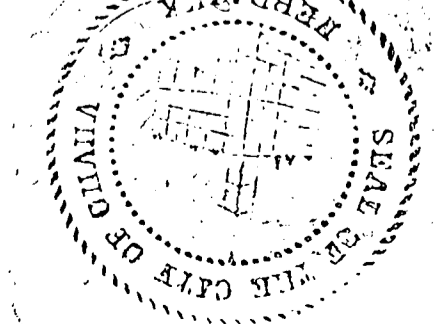
THE CITY OF OMAHA, NEBRASKA

By [Signature]

Its [Signature] 12/31/74

ATTEST:

[Signature]
Deputy City Clerk



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of November, 1974, personally appeared O.F. Nanson President of NU-TREPP Mobile Homes, Inc., a corporation, known to me to be the same and identical person who executed the foregoing Temporary-Construction*Easement, and acknowledged his execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was affixed thereto by its authority.

WITNESS MY HAND and seal the day and year last above written.



MICHAEL G. BRADY
GENERAL NOTARY, State of Nebr.
My Commission Expires
October 4, 1976

Michael G. Brady
Notary Public

My Commission expires: October 4, 1976

* Permanent Sewer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of December, 1974, personally appeared William F. Fitzgerald, Vice President of Globe Realty Co., a corporation, known to me to be the same and identical person who executed the foregoing Temporary-Construction*Easement, and acknowledged his execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was affixed thereto by its authority.

WITNESS MY HAND and seal the day and year last above written.

Frances I. Sublett
Notary Public

My Commission expires: October 10 - 1976

* Permanent Sewer

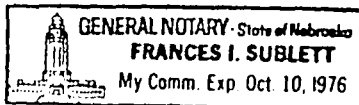


EXHIBIT "A"

Tract No. 6A

Permanent Easement

A parcel of land in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Being that part lying between the East R.O.W. line of the Little Papillion Drainage Ditch and the following described line: Beginning at a point 642.03 feet South of and 781 plus or minus feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, thence along a straight line in a Northeasterly direction to a point, said point being 532 plus or minus feet West of and 260 plus or minus feet South of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, thence along a straight line in a Northerly direction to a point on the South line of "L" Street, said point being 122 plus or minus feet South of and 538 plus or minus feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, to the point of termination.

Project No. S.O.S. 3608
Tract No. 6A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Globe Realty Co. and Nu-Trend Mobile Homes, Inc., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Five Thousand Seven Hundred Seventy-Two Dollars and Fifty Cents (\$5,772.50) and other valuable considerations, 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 enter upon and use for working space for the construction of Sanitary Outfall Sewer No. S.O.S. 3608, and appurtenances thereto, the parcel of land described as follows, to-wit:

See Exhibit "A", attached hereto and by this reference made a part hereof.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. 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, gardens and lawns within the easement area as necessary for construction with the following exceptions: _____
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be sodded and will replace present asphalt to a depth of seven (7) inches and replace any electrical power boxes or other electrical wiring or appliances removed. CITY will furthermore provide temporary lighting for Nu-Trend Mobile Homes, Inc. should the present electrical service be interrupted. This easement is also for the benefit of any contractor, agent, employee and representative of the CITY OF OMAHA in any of said construction and work. CITY further agrees to pay an additional sum of Seven Thousand Five Hundred Dollars (7,500.00) in advance to Nu-Trend Mobile Homes, Inc. for the removal, relocation and replacement to their original position of all mobile homes and equipment necessary to be moved for construction purposes.
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. Payment of the consideration outlined above shall be made directly to Nu-Trend Mobile Homes, Inc.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or acquisition 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.

6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 26th day of November A.D., 1974.

GRANTOR:

GLOBE REALTY CO.

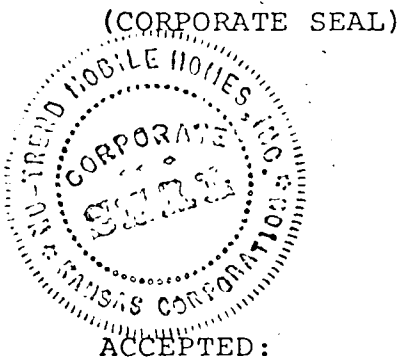
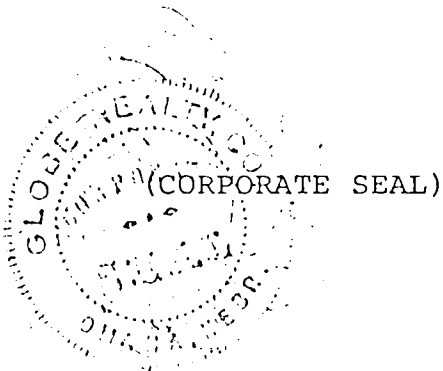
By William J. Fitzgerald
Vice President

Attest Louis J. Witzberg
Assistant Secretary

NU-TREND MOBILE HOMES, INC.

By C. P. Hansen
President

Attest Arvina D. Hansen
Secretary

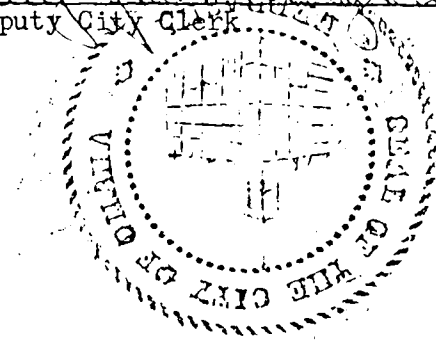


ACCEPTED:

THE CITY OF OMAHA, NEBRASKA

By [Signature]
Its Mayor C.B. 12/31/74

ATTEST:
[Signature]
Deputy City Clerk



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of November, 1974, personally appeared C.F. HAUSEN President of All-TREND MOBILE HOMES, INC., a corporation, known to me to be the same and identical person who executed the foregoing Temporary Construction Easement, and acknowledged his execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was affixed thereto by its authority.

WITNESS MY HAND and seal the day and year last above written.



MICHAEL G. BRADY
GENERAL NOTARY, State of Nebr.
My Commission Expires
October 4, 1976

Michael G. Brady
Notary Public

My Commission expires: October 4, 1976

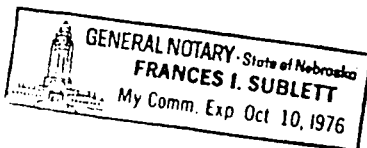
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of December, 1974, personally appeared William F. Fitzgerald, Vice President of Globe Realty Co., a corporation, known to me to be the _____ and identical person who executed the foregoing Temporary Construction Easement, and acknowledged his execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was affixed thereto by its authority.

WITNESS MY HAND and seal the day and year last above written.

Frances I. Sublett
Notary Public

My Commission expires: October 10-1976



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EXHIBIT "A"

Tract No. 6A

Temporary Easement

A parcel of land in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: A parcel of land 100 feet in width lying Southeasterly of, adjacent to and parallel with the following described line: Beginning at a point 642.03 feet south of and 781 plus or minus feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, thence along a straight line in a Northeasterly direction to a point, said point being 532 plus or minus feet West of and 260 plus or minus feet South of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, thence along a straight line in a Northerly direction to a point on the South line of "L" Street, said point being 122 plus or minus feet South of and 538 plus or minus feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1, to the point of termination.

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

3 DAY OF July 1975 AT 9:30 A M. C. HAROLD OSTLER, REGISTER OF DEEDS

27.25