

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT CENTRAL INVESTMENT COMPANY, CENTRAL INSURANCE AGENCY, a Co-Partnership hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Twenty Seven Thousand Nine Hundred Forty Eight Dollars (\$27,948.00) 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:

A Permanent Easement in the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 23; thence N.00° 06'42" (Assumed Bearing) along the East line of the Southeast 1/4 of said Section 23, a distance of 751.80 feet; thence N. 89°53'18" West, a distance of 50.00 feet to the Point of Beginning on the West right-of-way line of 72nd Street; thence N.49°51'35" West along the East right-of-way line of Little Papillion Creek Channel, a distance of 65.19 feet; thence N.42°22'36" West along the East right-of-way line of Little Papillion Creek Channel and the extension thereof, a distance of 243.94 feet; thence N.59°57'28" West, a distance of 139.52 feet; thence N.00°06'42" East, a distance of 28.84 feet; thence S.59°57'28" East, a distance of 149.54 feet; thence S.42°22'36" East, a distance of 246.66 feet; thence S.56° 48'43" East, a distance of 47.02 feet to the West right-of-way line of 72nd Street; thence S.00°06'42" West, a distance of 38.10 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 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 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, Paragraph 7 below.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this

28th day of October A.D., 1976.

C. Clifton Nelsen, Managing Partner
Andrew Clifton Nelsen, Partner

CENTRAL INVESTMENT COMPANY
Name of Corporation

Corporate Seal By Attest President Secretary

(Acknowledged on reverse side hereof)

Paragraph 7: In event the Sanitary Sewer has not been installed prior to November 1, 1977, this easement will be considered null and void unless extended by mutual agreement subsequently.

1978 JZJ

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this \_\_\_ day of \_\_\_, 19 \_\_\_, before me a Notary Public,
in and for said County, personally came the aboved named:

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 the date aforesaid.

Notary Public

My Commission expires \_\_\_\_\_

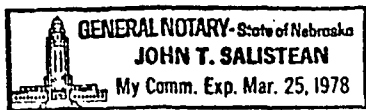
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 28th day of October, 19 76, before me, the
undersigned, a Notary Public in and for said County, personally came

C. Clifton Nelsen, Managing Parnter ~~President of~~ and Andrew Clifton Nelsen, Partner
of CENTRAL INVESTMENT COMPANY a co-partnership ~~Corporation~~

and ~~Partners, Secretary of said Corporation, to me~~ Partners, 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.

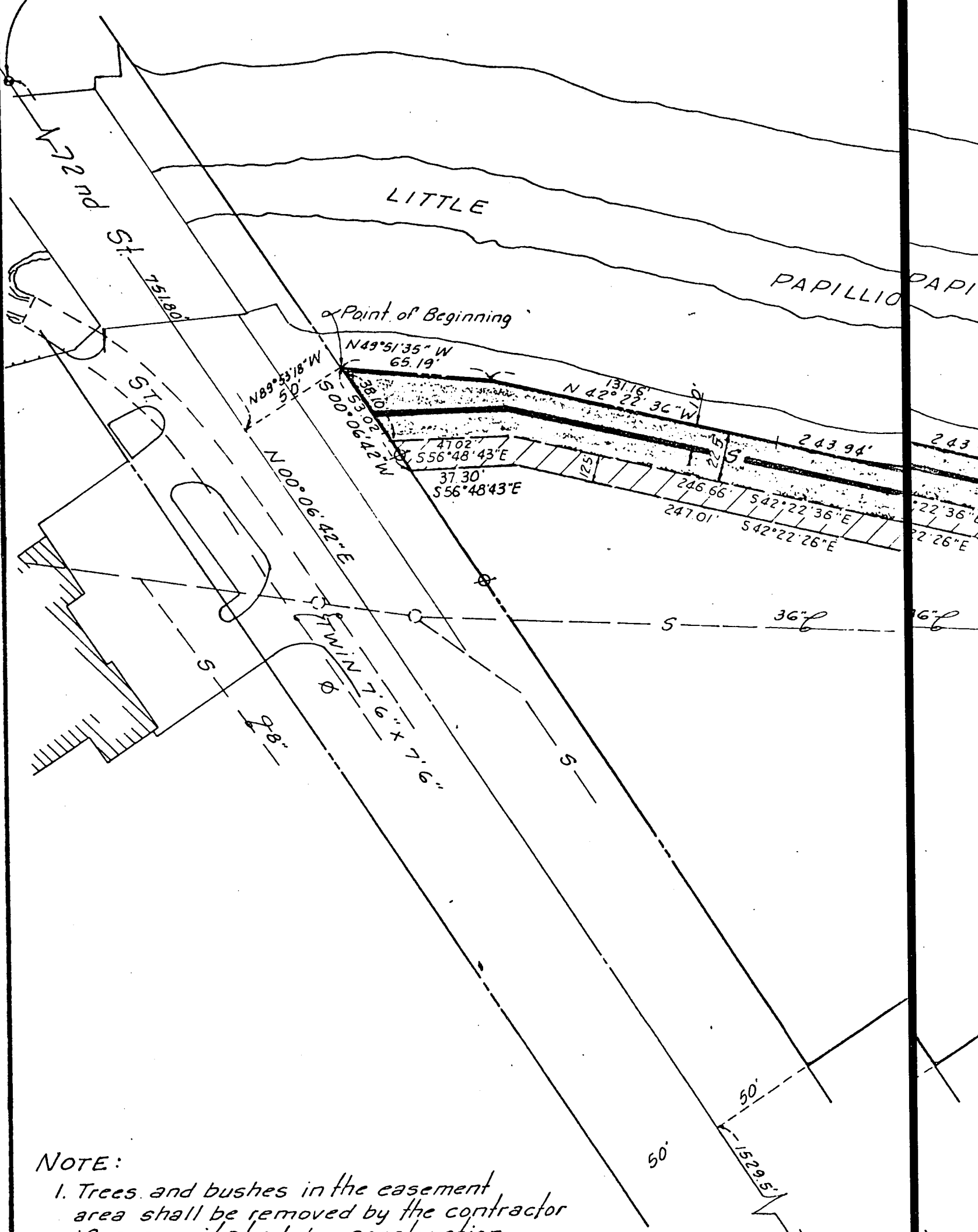
WITNESS my hand and Notarial Seal at Omaha in said County the day and year
last above written.



Notary Public (with signature)

My Commission expires \_\_\_\_\_

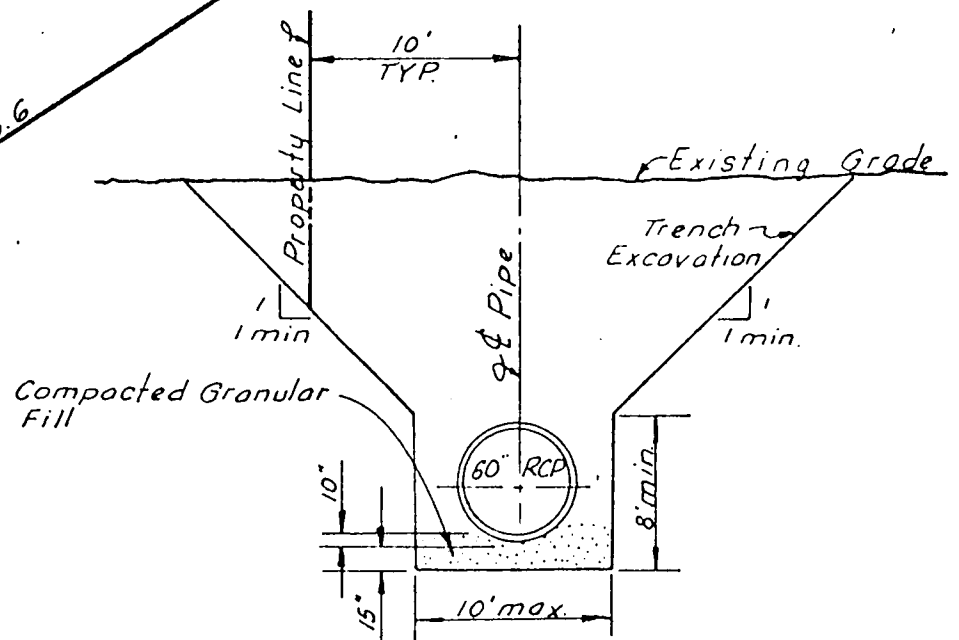
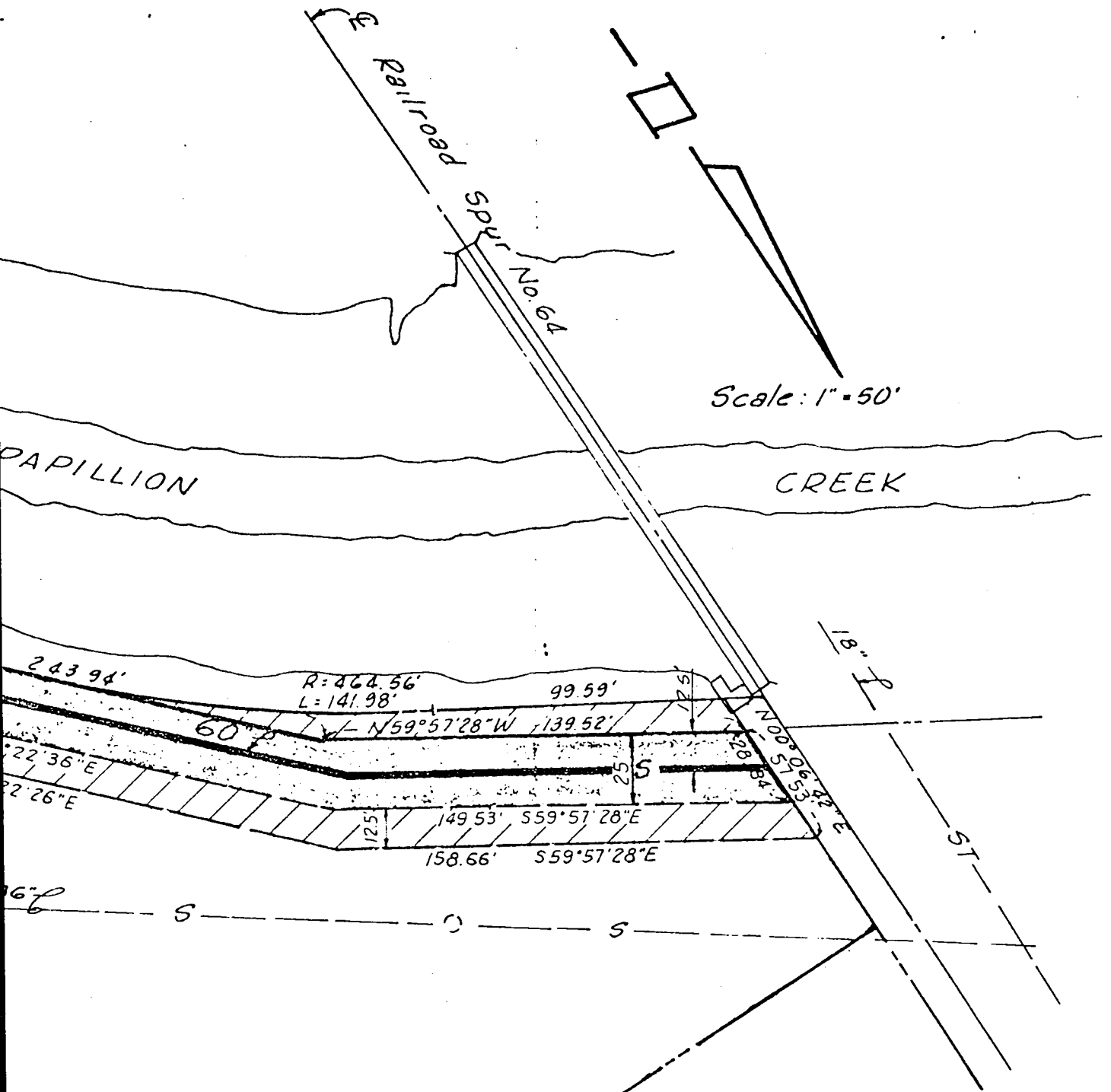
Southeast Corner  
Sec. 23-15-12



**NOTE:**

1. Trees and bushes in the easement area shall be removed by the contractor if necessitated by construction.
2. Seeding shall be applied to all unsurfaced areas disturbed by the contractor.

Northeast  
SE 1/4 Sec. 23-15-12



TYPICAL CROSS SECTION

Northeast Corner  
SE 1/4 Section 23-15-12

SE 1/4, 23-15-12

# EXHIBIT "A"

BOOK 587 PAGE 508

## RIGHT OF WAY TRACT PLAT

LEGAL DESCRIPTION:

The West 335.6 feet of the East 385.6 feet of the SE 1/4 of the SE 1/4 being Northerly of the Easterly right-of-way line of Little Papillion Creek Channel and South of a line 1529.5 feet South of the North line of the SE 1/4 in Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

PERMANENT EASEMENT:

A permanent easement in the SE 1/4 of the SE 1/4 of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of said Section 23; thence N00°06'42"E (assumed bearing), along the East line of the SE 1/4 of said Section 23, a distance of 751.80 feet; thence N89°53'18"W, a distance of 50.00 feet to the Point of Beginning on the West right-of-way line of 72nd Street; thence N49°51'35"W, along the East right-of-way line of Little Papillion Creek Channel, a distance of 65.19 feet; thence N42°22'36"W along the East right-of-way line of Little Papillion Creek Channel and the extension thereof, a distance of 243.94 feet; thence N59°57'28"W, a distance of 139.52 feet; thence N00°06'42"E, a distance of 28.84 feet; thence S59°57'28"E, a distance of 149.53 feet; thence S42°22'36"E, a distance of 246.66 feet; thence S56°48'43"E, a distance of 47.02 feet to the West right-of-way line of 72nd Street; thence S00°06'42"W, a distance of 38.10 feet to the Point of Beginning.

TEMPORARY CONSTRUCTION EASEMENT:

Commencing at the Southeast corner of said Section 23; thence N00°06'42"E (assumed bearing), along the East line of said Section 23, a distance of 751.80 feet; thence N89°53'18"W, a distance of 50.00 feet to the point of intersection of the West right-of-way line of 72nd Street and the Easterly right-of-way line of the Little Papillion Creek Channel, said point also being the Point of Beginning; thence N49°51'35"W, along said Easterly right-of-way line of the Little Papillion Creek Channel, a distance of 65.19 feet; thence N42°22'36"W, along said Easterly right-of-way line of the Little Papillion Creek Channel, a distance of 131.16 feet; thence Northwesterly, along said Easterly right-of-way line of the Little Papillion Creek Channel, on a curve to the left with a radius of 464.56 feet a distance of 141.98 feet; thence N59°57'28"W, along said Easterly right-of-way line of the Little Papillion Creek Channel, a distance of 99.59 feet; thence N00°06'42"E, a distance of 57.53 feet; thence S59°57'28"E, a distance of 158.66 feet; thence S42°22'26"E, a distance of 247.01 feet; thence S56°48'43"E, a distance of 37.30 a point on said West right-of-way line of 72nd Street; thence S00°06'42"W, along said West right-of-way line of 72nd Street, a distance of 53.02 feet to the Point of Beginning.

DOUGLAS COUNTY, NEBR.  
RECORDS & DEEDS  
3rd FLOOR  
1000 MARKET ST.

OCT 7 1977 AM 8:41

RECEIVED

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of 1

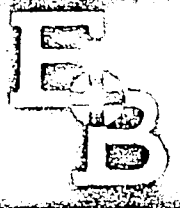
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Index

Comped  
# 23-15-12

23-15-12

CITY of OMAHA, NEBRASKA  
Benson - Westside Interceptor Sewer  
Little Papillion - DuPont to Dodge

ELLIOTT & BLACK  
8801 West Center Road  
Omaha, Nebraska 68124



Permanent Easement 11,859 SF  
0.272 Acre

Temporary Construction Easement 8,065 SF  
0.189 Acre

Owner Central Investment Co.  
Address 2112 Harney Street  
Omaha, Nebraska 68131

City Project No. S.O.S. 3609  
Revised 11-19-76 Tract No. 11  
Revised 12-27-74 Sheet 1 of 1  
Date 12-4-72  
Revised 11-18-76