
THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: _____

C 1744

CHECK NUMBER

PERMANENT SEWER EASEMENT

When recorded return to:
City of Omaha, Nebraska

Public Works Department
General Services Division
R-O-W Section
(Tom Lund)

FOR OFFICE USE ONLY	
Project:	Elkhorn WWTF Abandonment Project
City Proj. No.:	OPW 52982
Tract No.:	PE-1

KNOW ALL MEN BY THESE PRESENTS:

THAT **Robert Belgrade**, as successor trustee of **Edward L. Belgrade, deceased**, and **Mark W. Zalkin**, Trustees of the **Zalkin Real Estate Trust**, dated **September 21, 1992**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eighty five thousand eight hundred and 00/100 dollars (\$85,800.00) and other valuable considerations, the receipt of which is hereby acknowledged, 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, a permanent 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 ATTACHED EXHIBIT "A's"
PARCELS 1-A and 1-B
PERMANENT EASEMENT LEGAL DESCRIPTIONS

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. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, 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 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 may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 5) 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.
- 6) 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 permanent sewer 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 permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 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.
- 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):

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his hand this 26
day of August, 2019.

Robert Belgrade, Successor Trustee to Edward L. Belgrade,
deceased, and Mark W. Zalkin, Trustees of the Zalkin Real
Estate Trust, dated September 21, 1992, Grantors

By: 

Mark W. Zalkin, Trustee

ACKNOWLEDGMENT

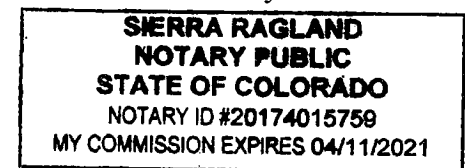
STATE OF Colorado)
) SS
COUNTY OF Denver)

On this 26 day of August, 2019 before me, a Notary
Public, in and for said County, personally came the above named:

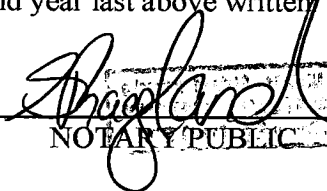
Mark W. Zalkin, Trustee

who is personally known to me to be the identical person whose name is affixed to the above
instrument and acknowledged the instrument to be his voluntary act and deed for the purpose
therein stated.

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



Notary Seal


NOTARY PUBLIC

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his hand this 30th
day of AUGUST, 2019.

Robert Belgrade, Successor Trustee to Edward L. Belgrade,
deceased, and Mark W. Zalkin, Trustees of the Zalkin Real
Estate Trust, dated September 21, 1992, Grantors

By: Robert L. Belgrade
Robert Belgrade, Trustee

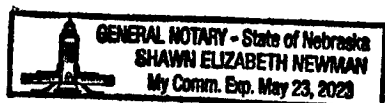
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of AUGUST, 2019 before me, a Notary
Public, in and for said County, personally came the above named:

Robert Belgrade, Trustee
who is personally known to me to be the identical person whose name is affixed to the above
instrument and acknowledged the instrument to be his voluntary act and deed for the purpose
therein stated.

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



Shawn Elizabeth Newman
NOTARY PUBLIC

Notary Seal

Kristen Y. Pulliam
NOTARY PUBLIC

PERMANENT EASEMENT PLAT PARCEL 1-B

PROJECT NO.

OPW-52982

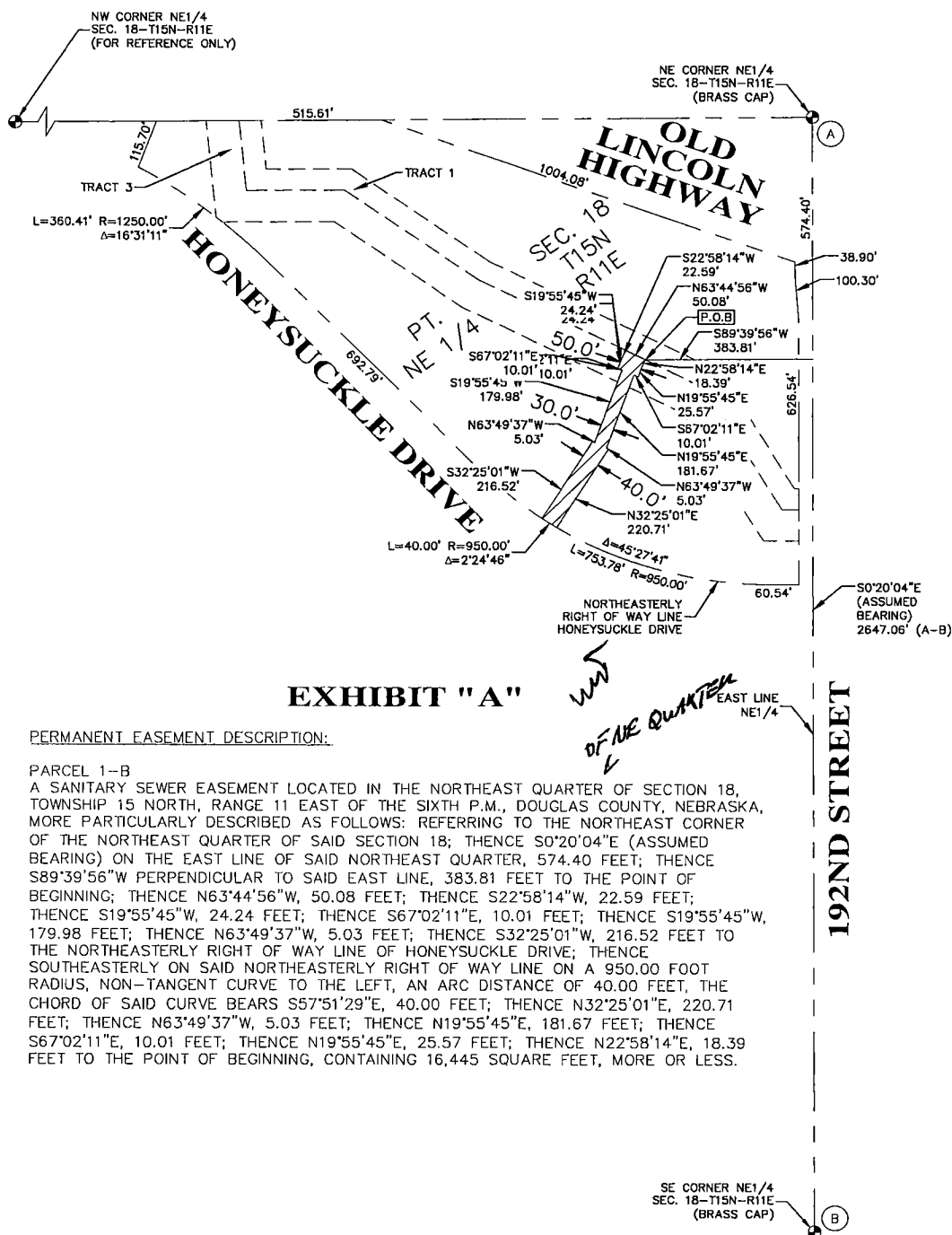


EXHIBIT "A"

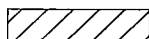
PERMANENT EASEMENT DESCRIPTION:

PARCEL 1-B

A SANITARY SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S0°20'04"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER, 574.40 FEET; THENCE S89°39'56"W PERPENDICULAR TO SAID EAST LINE, 383.81 FEET TO THE POINT OF BEGINNING; THENCE N63°44'56"W, 50.08 FEET; THENCE S22°58'14"W, 22.59 FEET; THENCE S19°55'45"W, 24.24 FEET; THENCE S67°02'11"E, 10.01 FEET; THENCE S19°55'45"W, 179.98 FEET; THENCE N63°49'37"W, 5.03 FEET; THENCE S32°25'01"W, 216.52 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HONEYSUCKLE DRIVE; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY RIGHT OF WAY LINE ON A 950.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 40.00 FEET, THE CHORD OF SAID CURVE BEARS S57°51'29"E, 40.00 FEET; THENCE N32°25'01"E, 220.71 FEET; THENCE N63°49'37"W, 5.03 FEET; THENCE S19°55'45"E, 181.67 FEET; THENCE S67°02'11"E, 10.01 FEET; THENCE N19°55'45"E, 25.57 FEET; THENCE N22°58'14"E, 18.39 FEET TO THE POINT OF BEGINNING, CONTAINING 16,445 SQUARE FEET, MORE OR LESS.



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT: 16,445 S.F.

TRACT NO.: 1

PROJECT NO.: OPW 52982

PREPARE DATE: 02/01/2019

REVISION DATE: 05/24/2019

PERMANENT EASEMENT PLAT PARCEL 1-A

PROJECT NO.

OPW-52982

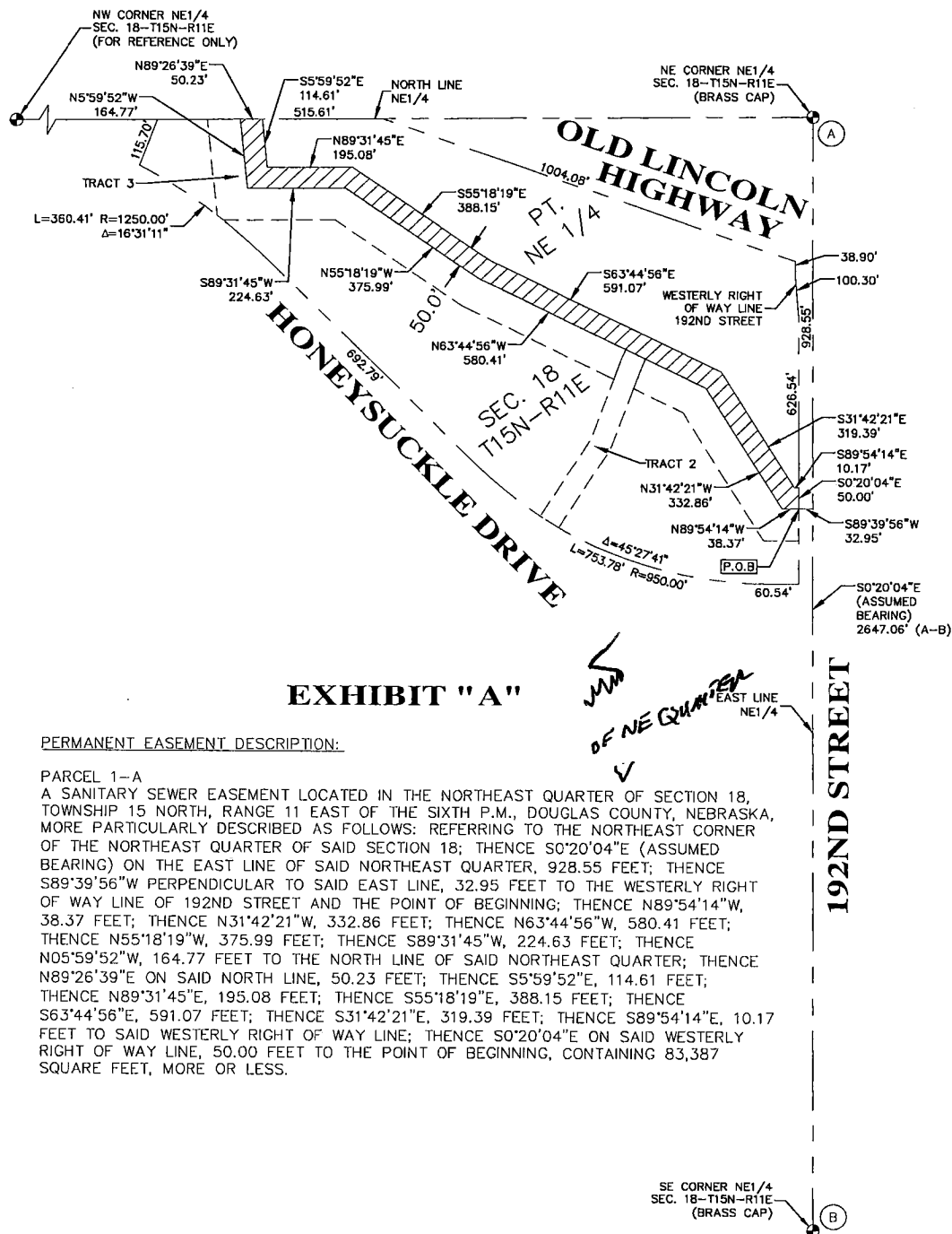


EXHIBIT "A"

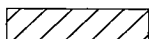
PERMANENT EASEMENT DESCRIPTION:

PARCEL 1-A

A SANITARY SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S0°20'04"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER, 928.55 FEET; THENCE S89°39'56"W PERPENDICULAR TO SAID EAST LINE, 32.95 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 192ND STREET AND THE POINT OF BEGINNING; THENCE N89°54'14"W, 38.37 FEET; THENCE N31°42'21"W, 332.86 FEET; THENCE N63°44'56"W, 580.41 FEET; THENCE N55°18'19"W, 375.99 FEET; THENCE S89°31'45"W, 224.63 FEET; THENCE N05°59'52"W, 164.77 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE N89°26'39"E ON SAID NORTH LINE, 50.23 FEET; THENCE S5°59'52"E, 114.61 FEET; THENCE N89°31'45"E, 195.08 FEET; THENCE S55°18'19"E, 388.15 FEET; THENCE S63°44'56"E, 591.07 FEET; THENCE S31°42'21"E, 319.39 FEET; THENCE S89°54'14"E, 10.17 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S0°20'04"E ON SAID WESTERLY RIGHT OF WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 83,387 SQUARE FEET, MORE OR LESS.



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT: 83,387 S.F.

TRACT NO.: 1

PROJECT NO.: OPW 52982

PREPARE DATE: 02/01/2019

REVISION DATE: 03/11/2019