

*Return to
Q. & A. Co.
1502 1st St.
City -*

EASEMENT FOR PROCESS SEWER
FROM
EAST OMAHA DRAINAGE DISTRICT
TO
THE QUAKER OATS COMPANY

THIS AGREEMENT made this 10 day of May
1951, by and between the EAST OMAHA DRAINAGE DISTRICT hereinafter
called "DISTRICT" and THE QUAKER OATS COMPANY, a New Jersey corporation,
hereinafter called "QUAKER":

W I T N E S S E T H:

In consideration of Ten Dollars (\$10.00) and other
good and valuable considerations paid by QUAKER to DISTRICT, the parties
hereto agree as follows:

1. DISTRICT, pursuant to a resolution of its Board
of Directors passed on January 26, 1951, and subject to the terms and
conditions hereinafter set forth, hereby grants to QUAKER, its successors
and assigns, an easement for the purpose of constructing and main-
taining process sewers and their appurtenances upon and across DISTRICT'S
right-of-way, from the westerly line of DISTRICT'S right-of-way, passing
Missouri River levee station 485+00 of Unit II Section 2 of Omaha
Flood Protection Plans for Levees, to the Missouri River, as shown by
the Plan and Specifications hereinafter described. Said pipe lines
shall be constructed in accordance with Plan No. M76, dated 2/1/51, re-
vised 2/1/51, 2/19/51 and 2/23/51, entitled "Distillation Train Process
Sewer, Omaha Chemical Plant, The Quaker Oats Company, Omaha, Nebraska",
prepared by Vern E. Alden Company, Engineers, and in accordance with
Specifications, dated January 22, 1951, revised February 1, 1951,
entitled "Section 1h - Process Sewer", prepared by Vern E. Alden Company,

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Engineers, said Plan and Specifications having heretofore been submitted to and approved by DISTRICT'S Engineer, Mr. E. I. Myers, and the District Engineer, Omaha District, U. S. Corps of Engineers, Department of the Army, or his representatives.

2. QUAKER shall have the right of ingress and egress upon DISTRICT'S right-of-way for the purpose of construction, maintenance, inspection, operation, replacement, and removal of said pipe lines and for the purpose of performing its rights and obligations of this agreement; provided however, that said right to enter upon the DISTRICT'S right-of-way shall be confined to a 100 ft. strip extending 50 feet on each side of said pipe lines and that QUAKER shall have no right to travel upon or to cross the levee except upon said 100 ft. work and construction area.

3. Due to the fact that high water of flood stages may be expected in the Missouri River at any time after March 1, 1951, if the ditch has been cut through the levee and not completely replaced prior to March 1, 1951, QUAKER shall construct temporary protection on the land side of the levee to a height and strength equal to the present levee, and such work is to be done to the satisfaction of DISTRICT'S Engineer, said temporary work to be completed not later than March 1, 1951.

4. The backfilling of the excavations made in the levee is to be performed in accordance with the specifications prepared by Mr. E. I. Myers and no backfilling of any portion of the levee is to be done except in the presence and subject to the supervision of Mr.

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E. I. Myers or his representatives.

5. Two cutoff collars, either of concrete or metal, shall be placed around each pipe at locations and in the manner to be approved by Mr. E. I. Myers or his representatives.

6. After completing the backfilling and the installation of the valve pit, QUAKER is to restore all rock-rip-rap disturbed by its construction operation and shall further extend an additional strip of rip-rapping of similar character to a point 6 feet immediately above the upper side of the valve pit box extending north and south of the center line of said box a distance of at least 9 feet.

7. QUAKER agrees to maintain the levee to present grade within the limits of the construction operation and if at some later date the earth within this area should subside by reason of the work and maintenance of same by QUAKER, QUAKER at its expense is to promptly and from time to time restore the levee to its present grading and cross-section.

8. QUAKER shall reimburse the DISTRICT for cost of seed and labor in reseeding to broom the portion of the levee within the work area.

9. QUAKER shall reimburse the DISTRICT for engineering expenses and service incurred after January 25, 1951, in connection with the approval of plans and inspection of the work authorized by this agreement.

10. QUAKER agrees to indemnify and hold DISTRICT harmless from the claims of all persons whomsoever from personal injuries or

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property damage resulting from or arising out of the performance of the work here authorized or the maintenance or failure to maintain said work.

11. In the event that the rights under this easement shall be assigned to a financially responsible assignee with the approval of DISTRICT or its successors or assigns, which approval shall not be withheld unreasonably, and said assignee, in writing, shall assume the obligations herein imposed upon QUAKER, then the assignor thereby shall be released of its obligations hereunder.

12. QUAKER, its successors or assigns shall have the right to terminate this agreement at any time by giving 60 days prior written notice to DISTRICT, its successors or assigns; provided however, that in the event of such termination the terminor shall seal the outlet into the river or take such other action as the DISTRICT reasonably may require in order to prevent damage to the DISTRICT'S levee arising from the abandonment of the sewers.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year above set forth.

ATTEST:

H. H. Marshall
Secretary

EAST OMAHA DRAINAGE DISTRICT

By

W. H. L. L. L.
Vice-President

ATTEST:

William F. Debelak
William F. Debelak, Assistant Secretary

THE QUAKER OATS COMPANY

By

E. D. Shumway
E. D. Shumway, Vice President

Approved by:

E. B. Crofoot
E. B. Crofoot

Attorney for East Omaha Drainage District

Comm 3/16/51
2502 3/16/51
H.H. 3/19/51

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

I. R. WISEMAN, being first duly sworn, stated that he is the Vice-President of East Omaha Drainage District; that he executed the foregoing instrument for and on behalf of East Omaha Drainage District; that he is authorized to execute the foregoing Easement, and that it is the voluntary act and deed of East Omaha Drainage District.

IN WITNESS WHEREOF, I have hereunto set my hand and my notarial seal, this 10th day of May, 1951.

[Signature]
Notary Public

My Commission Expires

Sept 8, 1953

10.

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

9 Y Dec. 1952 AT 3:22 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

3.85