

46 - 391

PROJECT NO. S.O.S. 3610
TRACT NO. 25

PERMANENT SEWER EASEMENT

FILED FOR RECORD 7:27 AM IN BOOK 46 OF Misc. Records 24 25
PAGE 391 Carl L. Hibbler REGISTER OF DEEDS, SARPY COUNTY NEB.

KNOW ALL MEN BY THESE PRESENTS:

THAT MACKEDON, LTD.

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four Thousand Nine Hundred Nineteen--- Dollars (\$ 4,919.00) 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 construct, maintain and operate a Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area described on Exhibit "A" attached hereto and 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 Sanitary Outfall Sewer at the will of the CITY. The GRANTOR may, following construction of said Sanitary Outfall Sewer, continue to use the surface of the easement strip conveyed hereby for agricultural or 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. Such improvements may include landscaping, or road, street or parking area surfacing or pavement. Any trees, grass, and 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 Sanitary Outfall Sewer.
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 claim 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. Crop damage in the future caused by CITY exercising its rights of inspecting, maintaining, or operating said Sanitary Outfall Sewer will be compensated for in an amount based on the yield from the balance of the field, less expenses for preparing a seed bed, fertilizing, planting, seed, insecticides, herbicides, cultivating, harvesting or marketing as each may be applicable. Payment will be by a single warrant made payable jointly to owner and tenant to be divided by them as they may mutually agree.
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.

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

this 5th day of June A.D., 1973.

Mackedon, Ltd.
by Keith Miller
General Partner

Name of Corporation _____
Corporate Seal BY _____ President
ATTEST _____ Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land
Owner (Tenant Operated)

Rec # 028655

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____

_____ and _____, Husband and Wife, to me known to be the identical persons who signed the foregoing easement, and they severally acknowledged the easement to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

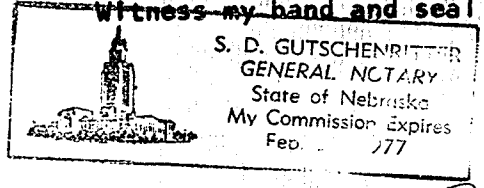
ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 6th day of June, 19 73, before me, a duly authorized Notary Public in and for said county, personally appeared Keith Miller

General Partner of Masketon, Inc., an unmarried person personally known to me to be the identical person who signed the above easement as Grantor, and acknowledged the easement to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.



S. D. Gutschentritter
Notary Public

My commission expires on Feb 21, 1977.

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____

_____, President of the _____ a _____ Corporation, and _____

_____, 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 seal the day and year last above written.

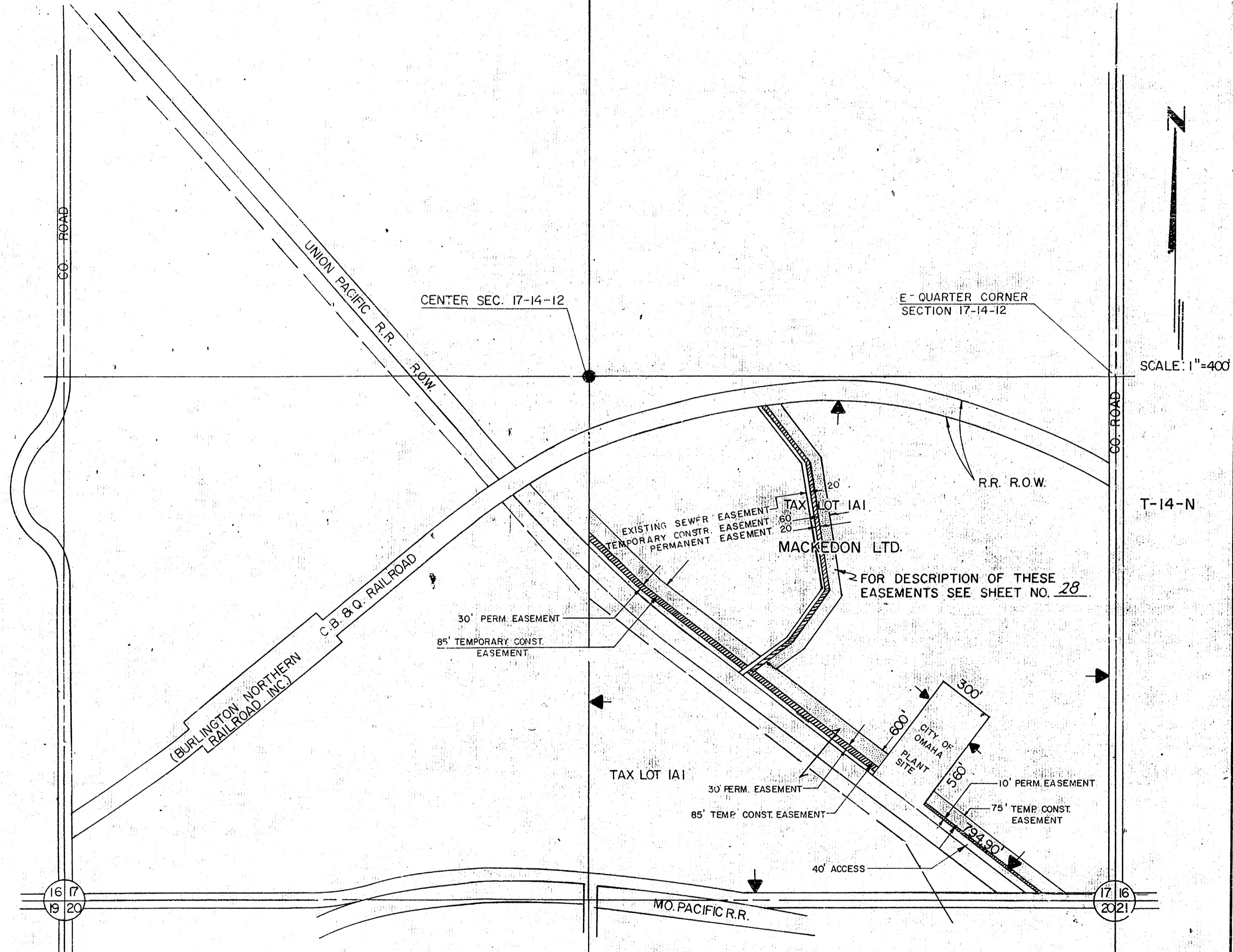
Notary Public

My commission expires on _____.

46-391 B

46-391 c

46-391 D



THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; EXCEPT THE RIGHTS OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, UNION PACIFIC RAILROAD AND MISSOURI PACIFIC RAILROAD; AND PUBLIC HIGHWAYS; ALSO EXCEPT THAT PORTION CONDEMNED BY SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA.

A 30 FOOT AND A 10 FOOT WIDE PERMANENT EASEMENT ON TAX LOT 1A1 OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE STRIP OF LAND, LYING NORTHEASTERLY OF AND DIRECTLY ADJACENT TO AN EXISTING 20 FOOT WIDE PERMANENT EASEMENT ALONG THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, AND EXTENDING FROM THE NORTHWESTERLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE WEST LINE OF SAID TAX LOT 1A1, EXCEPTING THEREFROM A 20 FOOT WIDE STRIP ALREADY USED FOR PERMANENT EASEMENT. ALSO, A 10 FOOT WIDE STRIP OF LAND, LYING NORTHEASTERLY OF AND DIRECTLY ADJACENT TO THE 40 FOOT WIDE ACCESS TO THE CITY OF OMAHA PLANT SITE, AND EXTENDING FROM THE SOUTHEASTERLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE SOUTH LINE OF SAID TAX LOT 1A1.

AN 85 FOOT AND 75 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON TAX LOT 1A1 OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN 85 FOOT WIDE STRIP OF LAND, EXTENDING FROM THE NORTHWESTERLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE WEST LINE OF SAID TAX LOT 1A1, AND CENTERED ABOUT A LINE RUNNING 92.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; EXCEPTING THEREFROM THAT PORTION ALREADY TAKEN FOR PERMANENT EASEMENTS.

ALSO A 75 FOOT WIDE STRIP OF LAND, EXTENDING FROM THE SOUTHEASTERLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE SOUTH LINE OF SAID TAX LOT 1A1, AND CENTERED ABOUT A LINE RUNNING 87.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD.

NOTE: ALL BEARINGS SHOWN ARE BASED ON NEBRASKA STATE PLANE COORDINATE SYSTEM SOUTH ZONE

PERMANENT EASEMENT 1.4362 AC.
 TEMPORARY EASEMENT 5.0162 AC.

CITY OF OMAHA
 PUBLIC WORKS DEPARTMENT
 SANITARY OUTLET SEWER
 WEST PAPPILLION CREEK
 S.O.S. NO. 3610
 EXHIBIT 'A'
 MACKEDON LTD.
 TRACT NO. 25

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
 ARCHITECTS-ENGINEERS-PLANNERS
 OMAHA - DAVENPORT

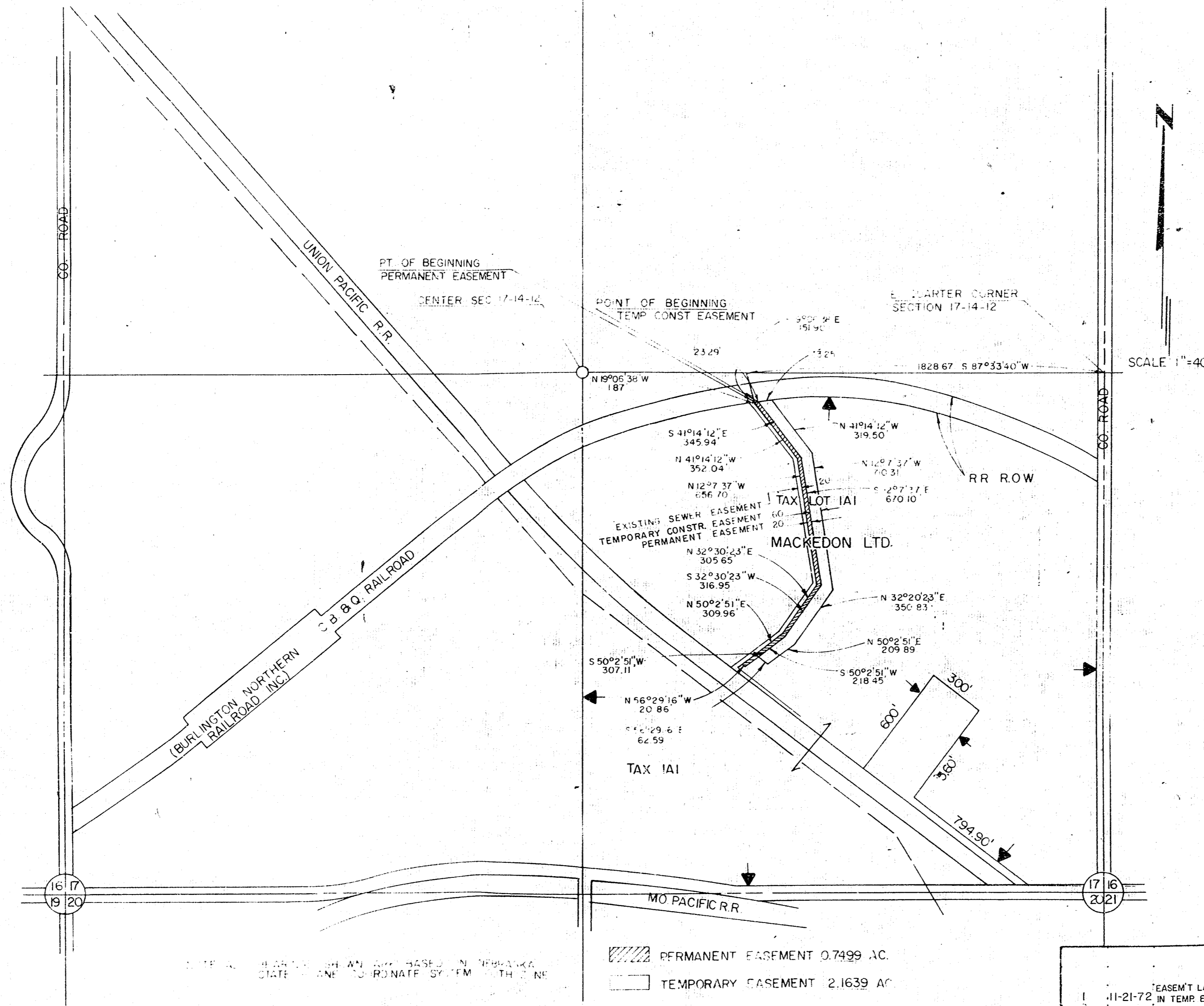
REV. NO.	DATE	DESCRIPTION	INITIALS	JOB NO.	DESIGNED BY	CHECKED BY	SHEET
1	11-21-72	EASEMENT LABELING CORRECTED	R.J.W.	551A-01	DRWN J.L.S.	DATE 5-22-72	27 OF 42

R-12-E

46-391 E

46-391 F

46-391 G



THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 4TH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, EXCEPT THE RIGHTS OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, UNION PACIFIC RAILROAD AND MISSOURI PACIFIC RAILROAD; AND PUBLIC HIGHWAYS; ALSO EXCEPT THAT PORTION CONDEMNED BY SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLASS COUNTY, NEBRASKA.

A 20 FOOT WIDE PERMANENT EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST; IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 87°33'40" WEST A DISTANCE OF 1828.67 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 151.90 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD INC.; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE A DISTANCE OF 23.29 FEET; THENCE SOUTH 41°14'12" EAST A DISTANCE OF 345.94 FEET; THENCE SOUTH 12°07'37" EAST A DISTANCE OF 670.10 FEET; THENCE SOUTH 32°30'23" WEST A DISTANCE OF 316.95 FEET; THENCE SOUTH 50°02'51" WEST A DISTANCE OF 307.11 FEET; THENCE NORTH 56°29'16" WEST A DISTANCE OF 20.86 FEET; THENCE NORTH 50°02'51" EAST A DISTANCE OF 309.96 FEET; THENCE NORTH 32°30'23" EAST A DISTANCE OF 305.65 FEET; THENCE NORTH 12°07'37" WEST A DISTANCE OF 656.70 FEET; THENCE NORTH 41°14'12" WEST A DISTANCE OF 352.04 FEET; THENCE NORTH 19°06'38" WEST A DISTANCE OF 1.87 FEET TO THE POINT OF BEGINNING.

A 60 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST; IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 87°33'40" WEST A DISTANCE OF 1828.67 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 151.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE EAST ALONG THE RIGHT OF WAY LINE A DISTANCE OF 23.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°14'12" EAST A DISTANCE OF 345.94 FEET; THENCE SOUTH 12°07'37" EAST A DISTANCE OF 670.10 FEET; THENCE SOUTH 32°30'23" WEST A DISTANCE OF 316.95 FEET; THENCE SOUTH 50°02'51" WEST A DISTANCE OF 218.45 FEET; THENCE SOUTH 56°29'16" EAST A DISTANCE OF 62.59 FEET; THENCE NORTH 50°02'51" EAST A DISTANCE OF 209.89 FEET; THENCE NORTH 32°20'23" EAST A DISTANCE OF 350.83 FEET; THENCE NORTH 12°07'37" WEST A DISTANCE OF 770.31 FEET; THENCE NORTH 41°14'12" WEST A DISTANCE OF 319.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD, INC. THENCE WEST ALONG THE RIGHT OF WAY LINE A DISTANCE OF 73.25 FEET TO THE POINT OF BEGINNING.

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
**SANITARY OUTLET SEWER
WEST PAPPILLION CREEK**
S.D.S. NO 3610
EXHIBIT 'A'
MACKEDON LTD.
TRACT NO. 25

601 EMMON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
OMAHA - DAVENPORT

PERMANENT EASEMENT 0.7499 AC.
TEMPORARY EASEMENT 2.1639 AC.

DESIGNED R.J.W. CHECKED M.E.J.
DATE 5-22-72 SHEET 28 OF 42