

59-1716

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

IN THE MATTER OF THE APPLICATION OF )	DOC. M-3	NO. 435	PAGE 115
SANITARY AND IMPROVEMENT DISTRICT )			
NO. 55 OF SARPY COUNTY, NEBRASKA, )			
TO CONDEMN CERTAIN LAND FOR SEWER )			
PURPOSES. )			

STIPULATION

WITNESSETH: Sanitary and Improvement District No. 55 of Sarpy County, Nebraska, same commonly referred to as North Park Addition, same more accurately described as encompassing the East One-Half of the Northeast Quarter of Section Thirty-Six, Township Fourteen North, Range Ten East of the Sixth P.M., except South Four Hundred Feet thereof, Sarpy County, Nebraska, same containing sixty-four acres, more or less, its agent or agents, its successor or successors, its nominee or nominees, its assign or assigns or any city or cities annexing same, or any part thereof, shall hereinafter individually and/or collectively be referred to as Plaintiff; and,

WITNESSETH: Herbert H. Truelsen, his heir or heirs, his administrator or administrators, his devisee or devisees, his executor or executors, his agent or agents, his assign or assigns, his nominee or nominees, his successor or successors, his donee or donees, his purchaser or purchasers or any sewer improvement district or districts hereinafter formed and organized encompassing the land or any part thereof below described of Herbert H. Truelsen shall hereinafter individually and/or collectively be referred to as Defendant; and,

THEREFORE; it is hereby stipulated by the Plaintiff and the Defendant hereto that the within matter be settled and disposed of on the following terms and conditions:

1. It is understood and agreed that the Plaintiff be granted the temporary sewer construction easement and the permanent sewer easement for the construction of one ten-inch sanitary outlet sewer through the land of the Defendant, said land described as the Northeast Quarter of the Northwest Quarter of Section Thirty-six, Township Fourteen North, Range Ten East of the Sixth P.M., except the CB&Q Railroad right-of-way, in Sarpy County, Nebraska, same containing forty acres, more or less, for the purposes referred to in Plaintiff's Petition, said construction to be completed pursuant to the plans and specifications attached hereto and marked as Exhibit "A", same made a part hereof as if set forth fully herein.

2. It is understood and agreed that the Plaintiff pay to the Defendant the sum of One Thousand (\$1,000.00) Dollars as partial consideration for the said easements through the land above described of the Defendant for the purposes referred to in Plaintiff's Petition, said payment to be made within thirty days of this Stipulation.

3. It is understood and agreed that, as additional consideration for the granting of said easements to the Plaintiff for the purposes referred to in the Plaintiff's Petition, the Defendant will be allowed at any time and forever two connections for any and all purposes at each manhole location on and to the sewer referred to in Plaintiff's Petition, same free of any and all charges for connection and sewer use service; and further, the Defendant will be allowed at any time and forever two connections each for any and all purposes at any other two locations on and to the line of the sewer referred to in Plaintiff's Petition, same free of any and all charges for connection and sewer use service, said other two locations to be in addition to those above-referred-to locations at each manhole; the total of said free connection locations to be no less than five thereby resulting in a total of no less than ten free connections; and further, the Defendant will be allowed at any time and forever an unlimited number of connections for any and all purposes, same free of any and all charges for connection and sewer use service, to and on any and all interior sewer line or lines which may in the future be in and/or on the land concerned herein of the Defendant, which may ultimately connect to any of the above-referred-to free

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connections which are to be no less than ten.

4. It is understood and agreed that the Defendant may fully use and enjoy the land concerned herein of the Defendant except as to the rights herein granted to the Plaintiff pursuant to the terms of this Stipulation and the easements in concern; and further, that nothing in this Stipulation and the easements in concern shall be construed to waive any right the Defendant may have against the Plaintiff for damages which may arise outside the scope and purpose of the temporary sewer construction easement and/or the permanent sewer easement in concern; and further, the Defendant will be permitted to cross at one place back and forth over the one hundred foot wide temporary construction easement, Plaintiff to provide one filled place to cross; and further, the Plaintiff shall, after the initial construction of the sewer concerned herein, have the right to re-enter at either end of the twenty-foot wide permanent sewer easement, or at any other place agreed upon by the Plaintiff and the Defendant for the purpose of reconstruction, repair, or maintenance, but that the Plaintiff by doing so shall be liable for any damage occasioned; and further there shall be no charge made by Plaintiff whenever the Defendant may desire to enter into and upon said twenty-foot wide permanent sewer easement for the purpose of making any of the above referred to free connections which are to be no less than ten.

5. It is understood and agreed that this Stipulation and the easements in concern herewith shall in no manner be construed to convey any legal fee title interest of the land of the Defendant described in Plaintiff's Petition, same being forty acres, more or less.

6. It is understood and agreed that this agreement is entered into by the Defendant on the assertion of and by the Plaintiff that this is a valid contract and obligation of Sanitary and Improvement District No. 55 of Sarpy County, Nebraska.

7. It is understood and agreed that all consideration, both monetary and otherwise, as indicated herein relevant to free connections and sewer use service privileges shall be, and hereby is, deemed to be consideration for the damages to the entirety of the land of the Defendant as a whole, as described in Plaintiff's Petition, same being forty acres, more or less.

8. It is understood and agreed that the Plaintiff will construct all manholes so that they are exposed and visible at the surface of the ground.

9. It is understood and agreed that the costs of this action are to be borne by the Plaintiff, and each party shall pay his own attorney fee.

10. It is understood and agreed that the Defendant and the Plaintiff agree to execute all necessary documents to effectuate the terms and conditions of this Stipulation, specifically, but not restricted thereto, easements affecting the land in concern, same to incorporate therewith the terms and conditions of this Stipulation.

11. It is understood and agreed that all of the obligations and all of the benefits of the agreements in this Stipulation, and of the easements referred to herein, and of the easements to be executed relevant hereto, due from and to the Plaintiff and due from and to the Defendant shall be continuing and run with the land above described of the Plaintiff and of the Defendant, or any part or parts thereof.

DATED this 11<sup>th</sup> day of May, 1972.

HERBERT H. TRUELSEN, Defendant

SANITARY AND IMPROVEMENT DISTRICT NO. 55 OF SARPY COUNTY, NEBRASKA, Plaintiff

BY: [Signature]  
His Attorney

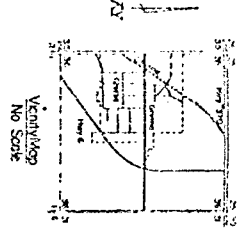
BY: [Signature]  
Its Attorney

FILED SARPY CO. NE #35.50  
BOOK 59 OF Misc.  
PAGE 1716

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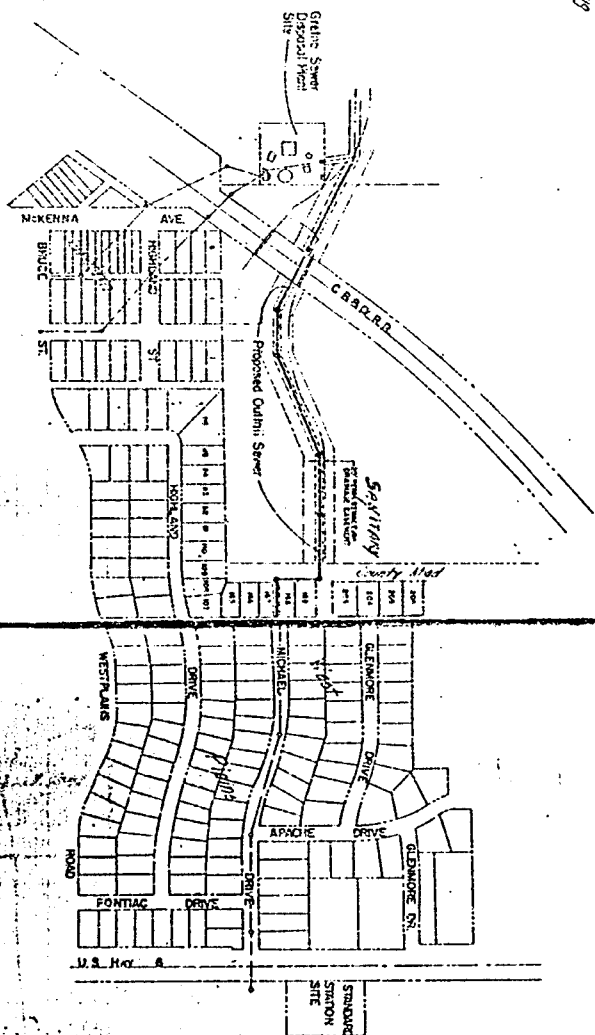
Carl H. Hildebrand  
REGISTER OF DEEDS

59-1716B



# NORTH PARK SANITARY & IMPROVEMENT DISTRICT NO. 55 SARPY COUNTY, NEBRASKA OUTFALL SANITARY SEWER

**Board of Trustees**  
 Moderator: *Chas. W. Clark*  
 Trustees: *Walter G. Beyer, Nellie M. Smith, Larry Ludwig*



**Flow Computations & existing manhole @ shift of outfall sewer**

From North Park addition flow main - 300 GPM  
 from existing water main - 40 GPM @ 3.5 ft/sec @ 1/4" x 300 @ 200/140  
 from other connections - 5 ft @ 100 @ 1/4" x 300 @ 200/140  
 from future residential - 150 @ 1/4" x 300 @ 200/140  
 Total flow - 400 GPM  
 Total flow - 408 GPM @ 1.5 ft/sec  
 30 - 10" @ 12.5' @ 0.250' required



**Bench Marks**

51.15m @ 11 on 512 Highway NW  
 Corner of Station Station on Hwy 8  
 Elevation 514.02  
 Rim of Sewer 119 @ Center of the  
 Intersection of Highway 8 & Highway 10  
 Elevation 520.05

**Legend**

- Elevation - 514.02
- Elevation - 520.05
- Sewer Line
- Prop Sewer Line

**Approximate Quantities**

- 1 10" 112' in pipe 1560 LF
- 2 12" 12' in pipe 144 LF
- 3 20" 50' in pipe 100 LF
- 4 24" 30' in pipe 120 LF
- 5 24" 30' in pipe 120 LF
- 6 24" 30' in pipe 120 LF
- 7 24" 30' in pipe 120 LF
- 8 24" 30' in pipe 120 LF
- 9 24" 30' in pipe 120 LF
- 10 24" 30' in pipe 120 LF
- 11 24" 30' in pipe 120 LF
- 12 24" 30' in pipe 120 LF
- 13 24" 30' in pipe 120 LF
- 14 24" 30' in pipe 120 LF
- 15 24" 30' in pipe 120 LF
- 16 24" 30' in pipe 120 LF
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- 29 24" 30' in pipe 120 LF
- 30 24" 30' in pipe 120 LF

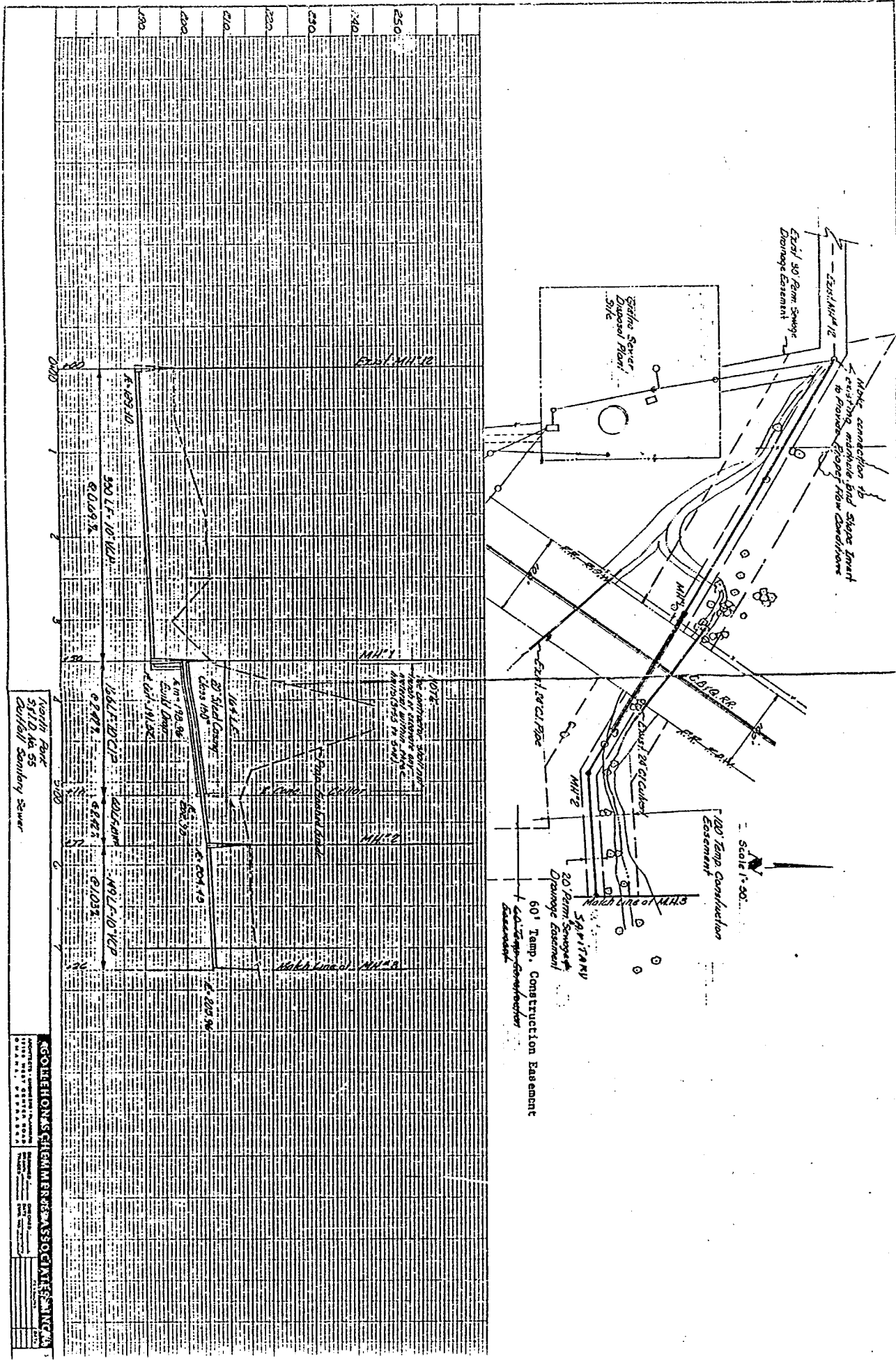
**General Notes**

1. This project is located in NW 1/4 of Sec 35, T-15-N, R-10-W of the 6th P.M. Range, County, Nebraska.
2. Existing Sewer Line is 12" @ 1.5 ft/sec.
3. Existing Sewer Line is 12" @ 1.5 ft/sec.
4. Cost of Construction to Sewer Station is \$10,000.00.
5. Cost of Construction to Sewer Station is \$10,000.00.

59-1716C

PLAN	
DATE	11/20/00
BY	W. J. ...
CHECKED BY	...
SCALE	1" = 30'

PROFILE	
DATE	11/20/00
BY	W. J. ...
CHECKED BY	...
SCALE	1" = 30'



COHENSONS CHEMISTS & ASSOCIATES, INC.

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59-1716E

STATE OF NEBRASKA ss.  
COUNTY OF SARPY

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I, the Judge of the County Court in and for said county, do hereby certify that I have compared the foregoing copies SIX pages, with the original thereof now remaining on file and of record in this Court, and that the same is a correct transcript therefrom, and of the whole of such original. STIPULATION

Dated 6-26-86 ALBERT C. WALSH  
County Judge

SEAL By Faye Newmiller  
Deputy Clerk of the County Court