

47-17

FILED FOR RECORD 1-11-74 AT 11:15 A.M. IN BOOK 47 OF Misc Rec PROJECT NO. S.O.S. 3610
PAGE 17 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB. 15.25 TRACT NO. 28

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CAMPBELL SOUP COMPANY, A NEW JERSEY CORPORATION

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three Thousand Four Hundred Ninety-three Dollars (\$3,493.00) 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 9th day of January A.D., 19 74

CAMPBELL SOUP COMPANY

By John R. Hochreiner
John R. Hochreiner
Director, Industrial Research

Name of Corporation

Corporate Seal

BY _____ President

ATTEST _____ Secretary

47-17A

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 _____)
COUNTY OF _____) SS

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

_____, 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.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 9th day of January, 1974, before me, a duly authorized Notary Public in and for said county, personally appeared John R. Hochreiner, Director, Industrial Research, ~~XXXXXX~~ of the Campbell Soup Company a New Jersey 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.

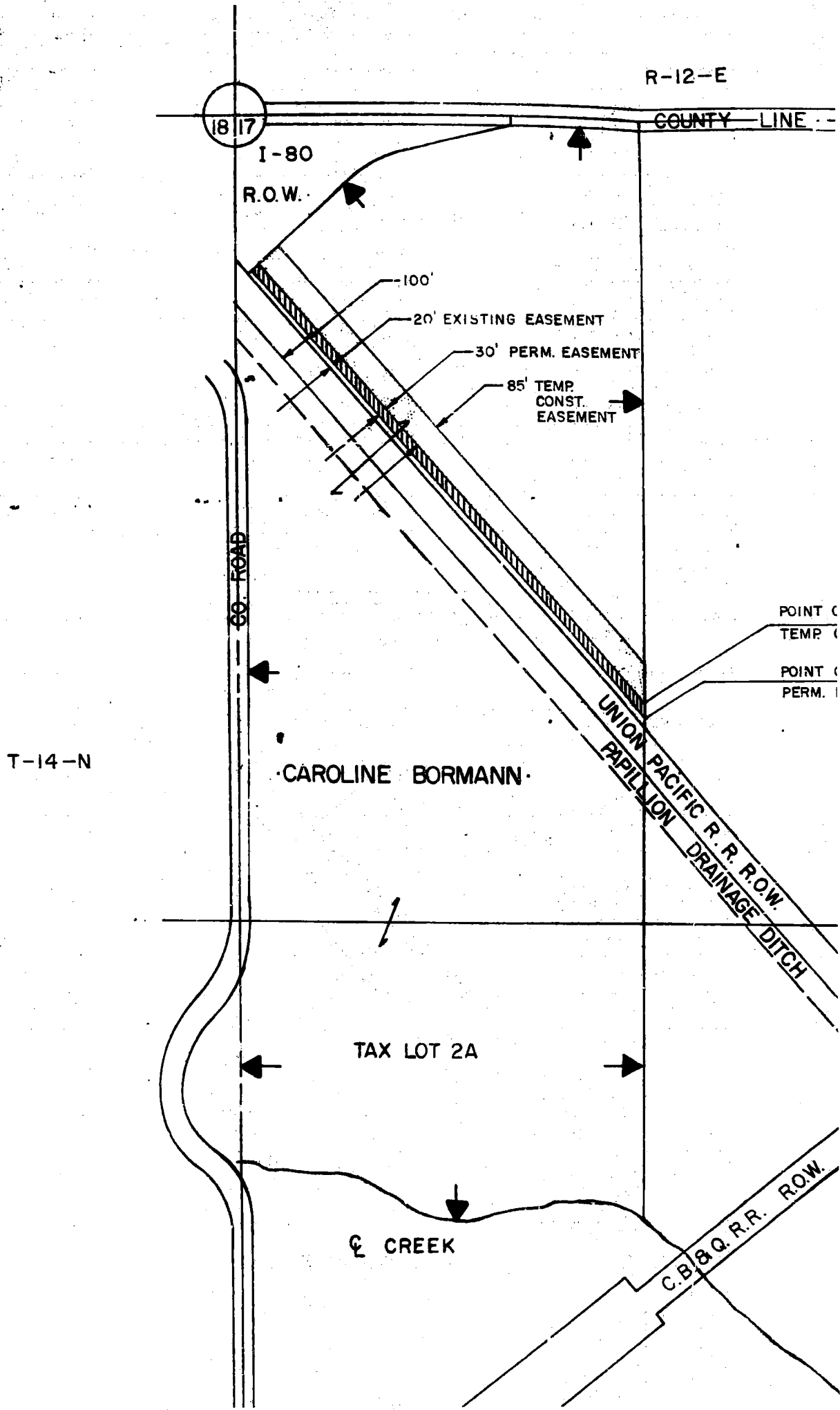
Joseph J. Kotlarz
Notary Public



JOSEPH J. KOTLARZ
General Notary - State of Nebr.
MY COMMISSION EXPIRES
October 20, 1977

47-17B

47-1



— 66' R.O.W.

DOUGLAS COUNTY LINE

HARRISON STREET

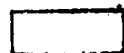
SARPY COUNTY

BINNING
EASEMENT

BINNING
EASEMENT

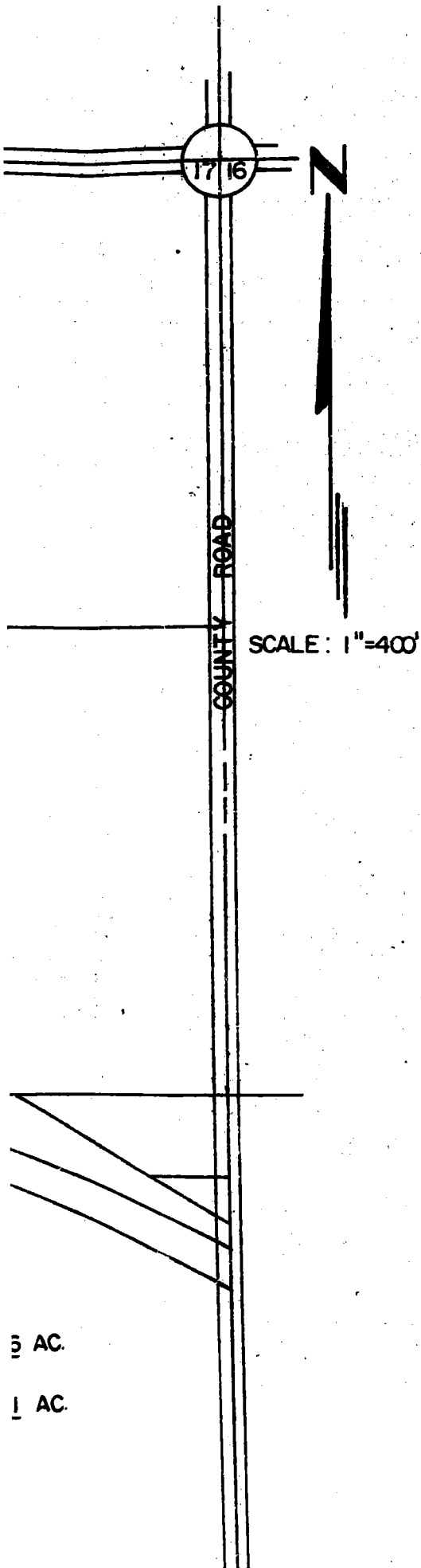


PERMANENT EASEMENT 1.3306 AC.



TEMPORARY EASEMENT 3.6431 AC.

47-17D



THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, CONTAINING 75.31 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY AND INTERSTATE HIGHWAY NO. 80 RIGHT OF WAY, AND THAT PART OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, LYING NORTH OF THE CREEK, OR THAT PART OF TAX LOT 2 LYING WEST OF THE QUARTER LINE, AND CONTAINING 28.18 ACRES, MORE OR LESS, BEING DESCRIBED AS TAX LOT 2A.

A 30 FOOT WIDE PERMANENT EASEMENT LOCATED ON THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF A 20 FOOT WIDE EXISTING PERMANENT EASEMENT, LYING ADJACENT TO THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER, SECTION 17; THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY, 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 80 TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID EXISTING 20 FOOT WIDE PERMANENT EASEMENT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT TO THE POINT OF BEGINNING.

AN 85 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17 WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST ONE QUARTER OF SECTION 17, TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 135.0 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY, 135.0 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 80 TO ITS POINT OF INTERSECTION WITH THE LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY, 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING.

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

SANITARY OUTLET SEWER
WEST PAPILLION CREEK

SOS NO 3610

EXHIBIT 'A'

SCALE: 1"=400'

11-11-60

LINE OF SAID EXISTING 20 FOOT WIDE PERMANENT EASEMENT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT TO THE POINT OF BEGINNING.

AN 85 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PERMANENT EASEMENT 1.3306 AC.
 TEMPORARY EASEMENT 3.6431 AC.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT	
SANITARY OUTLET SEWER WEST PAPILLION CREEK SOS NO 3610	
EXHIBIT 'A' CAROLINE BORMAN TRACT NO. 28	
GOLLEHON, SCHEMMER & ASSOCIATES, NC ARCHITECTS ENGINEERS PLANNERS OMAHA -- DAVENPORT	
JOB NO.	DESIGNED <u>RJW</u> CHECKED <u>MEJ</u> SHEET
551A-01	DRAWN <u>RAH</u> DATE 6-22-72 32 OF 42

REV NO	DATE	DESCRIPTION	INITIALS

CO. ROAD

T-14-N

CAROLINE BORMANN

TAX LOT 2A

Q CREEK

POINT OF BEGINNING
TEMP. CONST. EASEMENT

POINT OF BEGINNING
PERM. EASEMENT

UNION PACIFIC R. R. R.O.W.
RAPIDION DRAINAGE DITCH

PERMANENT

TEMPORARY



C.B. & Q. R.R. R.O.W.

