



1118 169 MISC



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Affects
Lot 194
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RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247

RECEIVED

MAY 5 3 46 PM '94

GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

5420 444-11 KP 01-60000
FEE 530 R FB
DEL C/O COMP 8
LEGAL PG SCAN FV

Doc.# 208

DIST

April 18, 1994

RIGHT-OF-WAY EASEMENT

Robert J. Dickinson and Margaret S. Dickinson, Husband and wife, and Nancy J. Cerone, a single person

Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",
The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 4,
Township 14 North, Range 11 East of the 6th P.M., Douglas County,
Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The South Twenty-nine feet (S29') of the North Sixty-two feet (N62'), of the above described property.

CONDITIONS:

Where the District's facilities are constructed the District shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

Where the District's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

Where the District's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 19 day of Apr., 1994.

OWNERS SIGNATURE(S)

x Robert S. Dickinson
x Margaret S. Dickinson

x Nancy J. Cerone

CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

President of _____

_____ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

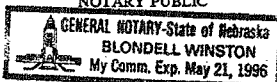
On this 19th day of April, 1994, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Robert S. Dickinson, Margaret S. Dickinson & Nancy J. Cerone

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section 04 Township 14 North, Range 11 East
Salesman Winston Engineer Wilson Est. # _____ W.O.# M1 7552

RECEIVED

Mar 24 12 12 PM '95

GEORGE...
...
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 22nd day of March, 1995, between ROBERT J. DICKINSON and MARGARET S. DICKINSON, Husband and Wife, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to hydrants, air reliefs, and manhole covers, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT AND TEMPORARY EASEMENT

Two tracts of land in the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. as surveyed and recorded in Douglas County, Nebraska and being described as follows:

Permanent Easement - Tract 1:

A strip of land consisting of the East thirty-seven (37.00) feet of the west seventy (70.00) feet of the Northwest 1/4 of Section 4, Township 14, Range 11.

Said Tract #1 contains 2.138 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

Temporary Easement - Tract 2:

A strip of land consisting of the East fifty (50.00) feet of the West one hundred twenty (120.00) feet of the Northwest 1/4 of Section 4, Township 14, Range 11.

Said Tract #2 contains 2.889 acres, more or less, and is shown on the drawing attached hereto and made part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

lots 194
out lots
A + B
+ lots
1-12

return to
TJ Sevet
MUD Law Dept
1723 Aroney St
Omaha NE 68103

03063 04-14-11
FEE 15.00
[Signature]



RECEIVED

JUN 3 2 50 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Project No. _____

Tract No. _____

Address: N/A 10103 H

PERMANENT SEWER EASEMENT

FEE 15.50 R 414-11 FB 01-6000

DEL C/O COMP W

LEGAL PG 344 SCANTON IV

KNOW ALL MEN BY THESE PRESENTS:

THAT WEST BAY, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 393 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate storm sewers and drainage and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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 grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the 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 work.
5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
6. That said 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.
7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

Check your lots for check for release.
Temp. Eases

** Perm. eas in 178th St.*

RP

8. 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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 28th day of May, 1996.

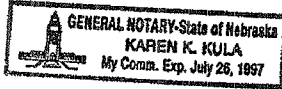
WEST BAY, INC., a Nebraska corporation,

By [Signature]
President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 28th day of May, 1996, before me, the undersigned, a Notary Public in and for said County, personally came Thomas E. Smith, President of WEST BAY, INC., a Nebraska corporation, to me personally known to be the President of the corporation, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such President, and the voluntary act and deed of the corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

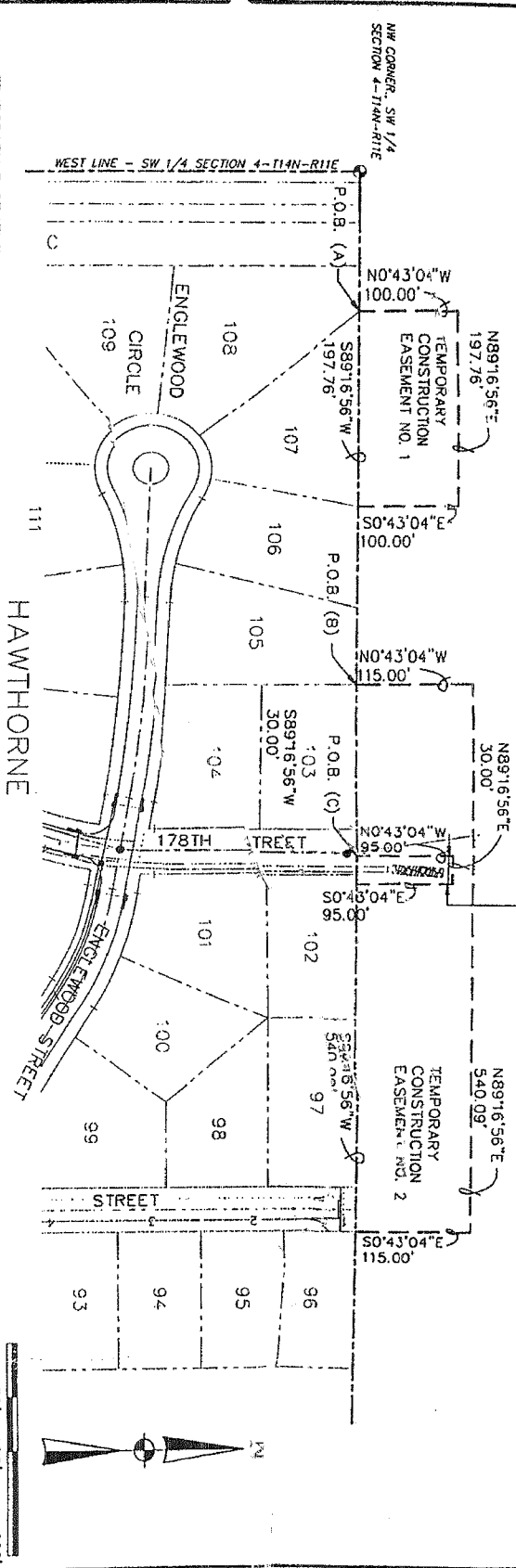


Karen K. Kula
Notary Public

My commission expires: _____

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

DICKINSON'S LANDING 2ND ADDITION



TEMPORARY EASEMENT No. 1 FOR CONSTRUCTION STORM SEWER PURPOSES

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 14 NORTH, RANGE 11E OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 4, THENCE N89°16'56"E (PLATTED BEARING) ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 4, 130.00 FEET TO THE TRUE POINT OF BEGINNING (A), THENCE N0°43'04"W, 100.00 FEET, THENCE N89°16'56"E, 197.76 FEET, THENCE S0°43'04"E, 100.00 FEET, THENCE S89°16'56"W, 197.76 FEET TO THE TRUE POINT OF BEGINNING (A) CONTAINING 0.45 ACRES (19776 SF) MORE OR LESS.

TEMPORARY EASEMENT No. 2 FOR CONSTRUCTION STORM SEWER PURPOSES

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 14 NORTH, RANGE 11E OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 4, THENCE N89°16'56"E (PLATTED BEARING) ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 4, 492.76 FEET TO THE TRUE POINT OF BEGINNING (B), THENCE N0°43'04"W, 115.00 FEET, THENCE N89°16'56"E, 540.09 FEET, THENCE S0°43'04"E, 115.00 FEET, THENCE S89°16'56"W, 540.09 FEET TO THE TRUE POINT OF BEGINNING (B) CONTAINING 1.43 ACRES (62110 SF) MORE OR LESS.

PERMANENT EASEMENT FOR STORM SEWER PURPOSES

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 14 NORTH, RANGE 11E OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 4, THENCE N89°16'56"E (PLATTED BEARING) ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 4, 882.76 FEET TO THE TRUE POINT OF BEGINNING (C), THENCE N0°43'04"W, 95.00 FEET, THENCE N89°16'56"E, 30.00 FEET, THENCE S0°43'04"E, 95.00 FEET, THENCE S89°16'56"W, 30.00 FEET TO THE TRUE POINT OF BEGINNING (C) CONTAINING 0.07 ACRES (2850.00 SF) MORE OR LESS.

SW NW

SW NW

EXHIBIT A