

Lot 480 Brookhaven

8-14-12

BOOK 532 PAGE 717

PROJECT NO. S.O.S. 3610
TRACT NO. 31

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

AND MABEL M. STEENBOCK, HUSBAND AND WIFE

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THAT HANS STEENBOCK, HAROLD R. WIESE AND MARIE L. WIESE, HUSBAND AND WIFE

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Thousand Six Hundred and no/100 -- Dollars (\$2,600.00) 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 1st day of February

A.D., 19 74

Mabel M. Steenbock

Hans Steenbock
HANS STEENBOCK

Harold R. Wiese
HAROLD R. WIESE

Marie L. Wiese
MARIE L. WIESE

APPROVED - CAMPBELL SOUP COMPANY

Name of Corporation

Corporate Seal

BY

R. A. [Signature]

President Attorney

ATTEST

Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land Owner (Tenant Operated)

25

74

925

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 1st day of February, 1974, before me, a duly authorized Notary Public in and for said county, personally appeared HANS STEENBOCK AND MADEL H. STEENBOCK, HUSBAND AND WIFE and HAROLD R. WIESE AND MARIE L. WIESE, 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.



JOSEPH F. KOTLARZ
General Notary Public of Nebraska
MY COMMISSION EXPIRES
October 20, 1977

Joseph F. Kotlarz
Notary Public

My commission expires on October 20, 1977.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 1973, before me, a duly authorized Notary Public in and for said county, personally appeared HANS STEENBOCK, 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 _____)
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 _____.

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THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN COLLEGE COUNTY, NEBRASKA, SUBJECT TO THE EASEMENT OF PUBLIC HIGHWAYS, A 20-FOOT WIDE PERMANENT EASEMENT IN THE SOUTHWEST QUARTER

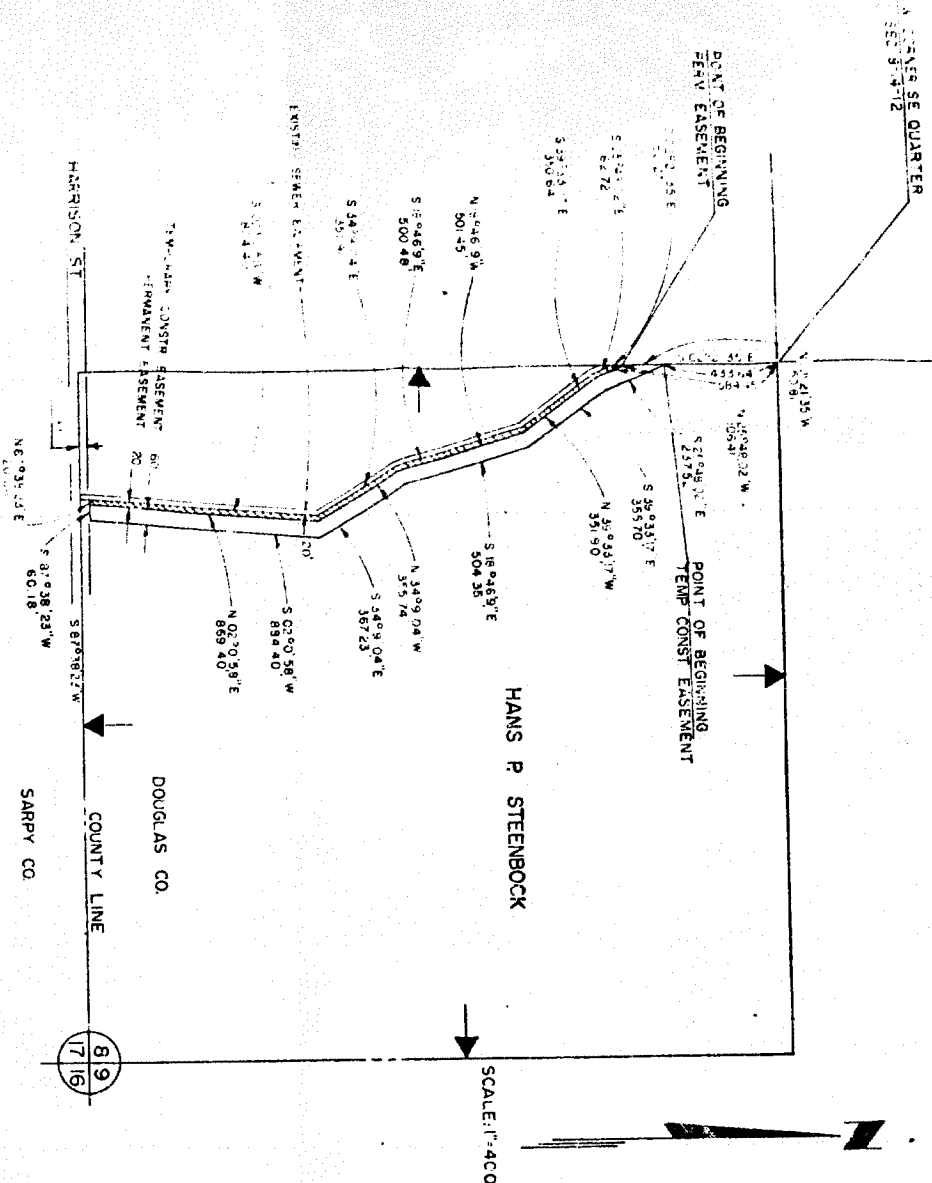
THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, SUBJECT TO THE EASEMENT OF PUBLIC HIGHWAYS.

A 20-FOOT WIDE PERMANENT EASEMENT IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE INTERSECTION CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8, THENCE SOUTH 02°21'30" EAST A DISTANCE OF 584.45 FEET ALONG THE AIR LINE OF SAID CORNER, LAST QUARTER TO THE POINT OF BEGINNING, THENCE SOUTH 70°21'35" EAST A DISTANCE OF 60.27 FEET, THENCE SOUTH 29°32'17" EAST A DISTANCE OF 62.72 FEET, THENCE SOUTH 17°46'09" EAST A DISTANCE OF 300.54 FEET, THENCE SOUTH 26°09'04" EAST A DISTANCE OF 500.48 FEET, THENCE SOUTH 02°07'50" WEST A DISTANCE OF 351.91 FEET TO A POINT ON A LINE 33.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 97°39'12" EAST A DISTANCE OF 26.05 FEET, THENCE NORTH 02°00'39" EAST A DISTANCE OF 829.39 FEET, THENCE SOUTH 34°09'04" WEST A DISTANCE OF 501.45 FEET, THENCE SOUTH 28°32'17" WEST A DISTANCE OF 301.90 FEET, THENCE NORTH 26°04'02" EAST A DISTANCE OF 105.41 FEET TO THE POINT OF BEGINNING.

A 60-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE WESTWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8, THENCE SOUTH 09°21'38" EAST A DISTANCE OF 433.64 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 72°48'08" EAST A DISTANCE OF 227.58 FEET, THENCE SOUTH 29°33'17" EAST A DISTANCE OF 315.76 FEET, THENCE SOUTH 12°46'09" EAST A DISTANCE OF 207.23 FEET, THENCE SOUTH 07°00'59" WEST A DISTANCE OF 824.40 FEET TO A POINT 23.10 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 67°25'23" WEST A DISTANCE OF 101.18 FEET, THENCE NORTH 02°06'55" WEST A DISTANCE OF 653.49 FEET, THENCE NORTH 86°09'54" WEST A DISTANCE OF 355.74 FEET, THENCE NORTH 18°46'09" WEST A DISTANCE OF 101.45 FEET, THENCE NORTH 33°33'17" WEST A DISTANCE OF 351.50 FEET, THENCE NORTH 25°28'02" WEST A DISTANCE OF 106.41 FEET, THENCE NORTH 02°21'35" WEST A DISTANCE OF 150.31 FEET TO THE POINT OF BEGINNING.



PERMANENT EASEMENT 0.9906 AC.
 TEMPORARY EASEMENT 3.1227 AC.

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

ENTERED IN NEBRASKA BOOKS AND RECORDER IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, THIS 19th DAY OF FEBRUARY, 1974, AT 9:28 A.M. C. HAROLD OSTER, REGISTER OF DEEDS.

1	10-30-72 CHANGE IN OWNERSHIP	1716
2	11-21-72 DISTANCE IN TEMP EASEMENT CORRECTED	1716

CITY OF OMAHA
 PUBLIC WORKS DEPARTMENT
 SANITARY OUTLET SEWER
 WEST PAILLION CREEK
 EXHIBIT 'A'
 HANS P STEENBOCK
 TRACT NO 31

DESIGNED BY: [Name]
 ARCHITECT: [Name]
 DATE: 11-22-72