

CITY OF OMAHA

COUNCIL CHAMBER

Omaha, Nebr. February 23, 1971

①

9/5/14

RESOLVED

BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Joseph F. Kotlarz, Right-of-Way Agent of the City of Omaha, has delivered to the City of Omaha, a Negotiator's Report dated February 23, 1971, such report being attached hereto, in connection with the construction and permanent maintenance of the North Downtown Trunk Storm Sewer, being Davenport Street from 17th Street to the Missouri River, known as Storm Sewer No. 3388; and

WHEREAS, the report shows that the Negotiator was successful in acquiring one (1) tract of land required for the project known as Storm Sewer No. 3388; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

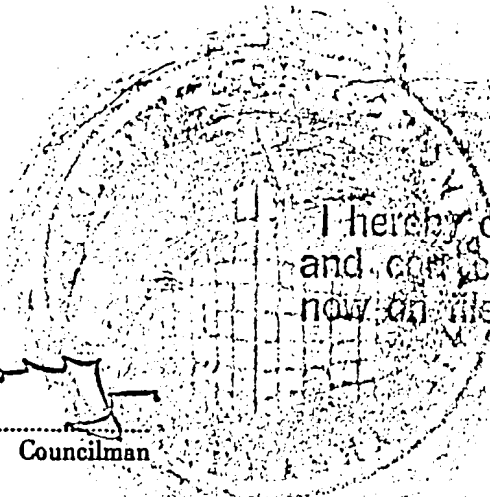
THAT, the Negotiator's Report of Joseph F. Kotlarz, Right-of-Way Agent of the City of Omaha, be, and it hereby is, approved; and

BE IT FURTHER RESOLVED:

THAT, the Mayor be, and he hereby is, authorized to sign the Permanent Easement and the Temporary Construction Easement for Tract No. 1 between the City of Omaha and American Smelting & Refining Company, and the City Clerk will attest same; and

THAT, the Finance Director be, and he hereby is, authorized to make payment in accordance with the Negotiator's Report in the total sum of Three Thousand One and No/100 (\$3,001.00) Dollars. All of said payment for the acquisition of the parcel obtained is to be made from the 1969 Sewer Bond Fund.

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.



By 1167 Jacoby
Councilman

BY [Signature]
DEPUTY CITY CLERK

FEB 23 1971

Adopted [Signature]
City Clerk

Approved [Signature] 2/25/71
Mayor

NO. 770

Resolution by Mr.

To Accept Negotiator's Report for one (1) negotiated tract covering North Downtown Trunk Storm Sewer, being Davenport Street from 17th Street to the Missouri River, known as Storm Sewer No. 3388, also authorize Mayor to sign and the City Clerk to attest the Permanent Easement and Temporary Construction Easement for Tract No. 1 between the City of Omaha and American Smelting Company; and authorize Finance Director to make payment in the total sum of \$3,001, to be paid from the 1969 Sewer Bond Fund.

760

Presented to City Council

FEB 23 1971

Adopted

Mary Holligan Barrett
City Clerk

9514
EASEMENT

THIS INDENTURE, made this 23rd day of February,
¹⁹⁷¹~~1970~~, by and between the AMERICAN SMELTING & REFINING COMPANY,
hereinafter referred to as "Grantor" and the City of OMAHA, NEBR-
ASKA, a Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H :

THAT said Grantor, in consideration of the sum of One Dollar and other valuable consideration to Grantor in hand paid by said City, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, and confirm unto said City and its assigns forever, an easement across the property described in Exhibit "A", attached hereto and by reference made a part hereof, under the terms and conditions set forth herein as follows,
to-wit:

1. This Easement is for the operation and maintenance over and across the property of Grantor, as described herein, of storm sewer project no. 3388 of the City of Omaha, which is a storm sewer project running from 19th and Capital Avenue to the Missouri River, all within the City of Omaha, Douglas County, Nebraska.
2. No buildings, improvements, or structures shall be placed in, on, over or across said Easement by Grantor, its successors or assigns, without the express approval of the City of Omaha.
3. If at any time it is necessary for said City to repair, replace, maintain or in any other fashion or manner disturb the easement area, fol-

lowing initial construction of Storm Sewer Project No. 3388, the City of Omaha agrees that it shall comply with and be bound by the following terms and conditions during such repair, replacement or maintenance:

a. Grantor's present and existing security fence located along the southern boundary of Grantor's plant must be properly maintained at all times. In the event that it is necessary to remove or relocate said existing security fence, a temporary security fence will be constructed by City so as to provide at all times uninterrupted security of Grantor's property; provided, however, that Grantor's present and existing security fence shall be reconstructed following said repair, replacement or maintenance. c ✓

b. All utility services serving the Grantor's plant, including water, gas, electricity, and telephone, but expressly not excluding any other utility services, shall be maintained during said repair, replacement or maintenance without interruption at any time.

c. Access to Grantor's plant through its plant entrance on the south of Grantor's property shall remain uninterrupted at all times and at all such times a 12-foot lane for vehicular and pedestrian traffic to and from Grantor's plant shall be provided.

d. Access to the parking area north of the easement area and on the river side of the flood wall shall remain open at all times during sand repairs, replacement or maintenance, unless the flood wall is ordered closed by the Corps of Engineers or others due to the possibility of Missouri River flooding.

e. During said repair, replacement, or maintenance, the City will provide parking facilities for employees of Grantor, at the City's expense, which temporary parking will be provided on property described herein as follows:

Lots Three and Four (3 and 4), Block Ninety-eight (98) and Lot Eleven (11), Block Ninety-nine (99), original City of Omaha, Douglas County, Nebraska, and that portion of Seventh Street as necessary, to provide adequate parking for the number of cars displaced by said repair, replacement or maintenance.

The City further agrees to have said temporary parking lot graveled and roped off so as to identify it as the temporary parking facilities for the American Smelting and Refining Company. In addition thereto, the City shall also provide snow removal for said temporary parking lot, as the need arises.

f. The area described herein comprising the Easement shall upon completion of said repair, replacement or maintenance, be sodded, paved, graveled, etc. by City, so as to put said Easement area property into the same condition and

grade which existed prior to said repair, replacement or maintenance.

g. The City further agrees that while this Easement is for the benefit contractor, agent, employee or representative of the City, that the City will reimburse and indemnify the Grantor for any and all justifiable claims made by Grantor for damages, expenses, etc., that are incurred by Grantor as a result of the violation or the failure to comply with any of the conclusions, stipulations or agreements of the parties herein, by the City of its contractor, agent, employee or representative.

THAT this easement runs with the land.

THAT the Grantor, its successors and assigns does confirm unto the said City and its successors and assigns that the Grantor is well ceased 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.

IN WITNESS WHEREOF, said Grantor and duly authorized representatives of City, have hereunto signed their names and caused the execution of the instrument in triplicate, this 25th day of February, ¹⁹⁷¹~~1970~~.

AMERICAN SMELTING & REFINING COMPANY

By: [Signature]
Vice President

ATTEST: [Signature]
First Secretary

POOR COPY

LEGAL DESCRIPTION:

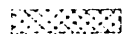
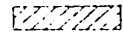
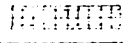
Lot 1, Smelter Plant Replat, as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska.

PERMANENT EASEMENT:

A 30-foot strip of land 15 feet each side of the following described line and its prolongation: Commencing at the Southwest corner of Lot 1, Smelter Plant Replat, as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska, proceeding thence along the westerly line at said Lot 1 in a northwesterly direction, a distance of 382.78 feet to the true point of beginning; thence northeasterly with a deflection angle to the right of 110°55'30", a distance of 58.42 feet; thence southeasterly with a deflection angle to the right of 45°15'26", a distance of 145.34 feet; thence easterly with a deflection angle to the left of 34°05'16", a distance of 20.00 feet; thence easterly with a deflection angle to the right of 3°15'08", a distance of 108.74 feet to the true point of ending, said point of ending lies on the East line of said Lot 1 and the West bank of the Missouri River.

TEMPORARY CONSTRUCTION EASEMENT:

A 60-foot strip of land being the northerly 25 feet and the southerly 35 feet of a 90-foot strip of land lying 40 feet northerly of and 50 feet southerly of the following described line and its prolongation: Commencing at the Southwest corner of Lot 1, Smelter Plant Replat, as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska, proceeding thence along the westerly line of said Lot 1 in a northwesterly direction, a distance of 382.78 feet to the true point of beginning; thence northeasterly with a deflection angle to the right of 110°55'30", a distance of 58.42 feet; thence southeasterly with a deflection angle to the right of 45°15'26", a distance of 145.34 feet; thence easterly with a deflection angle to the left of 34°05'16", a distance of 20.00 feet; thence easterly with a deflection angle to the right of 3°15'08", a distance of 108.74 feet to the true point of ending, said point of ending lies on the East line of said Lot 1 and the West bank of the Missouri River.

 PERMANENT EASEMENT _____ SF	 TEMPORARY EASEMENT _____ SF
 LAND ACQUISITION _____ SF	TOTAL LAND AREA _____ SF
OWNER AMERICAN SMELTING & REFINING PROJECT NO. _____ ST. S. 3388 _____ COMPANY	TRACT NO. _____ 1 _____
ADDRESS 500 Douglas Street _____	DATE July 30, 1970 _____

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

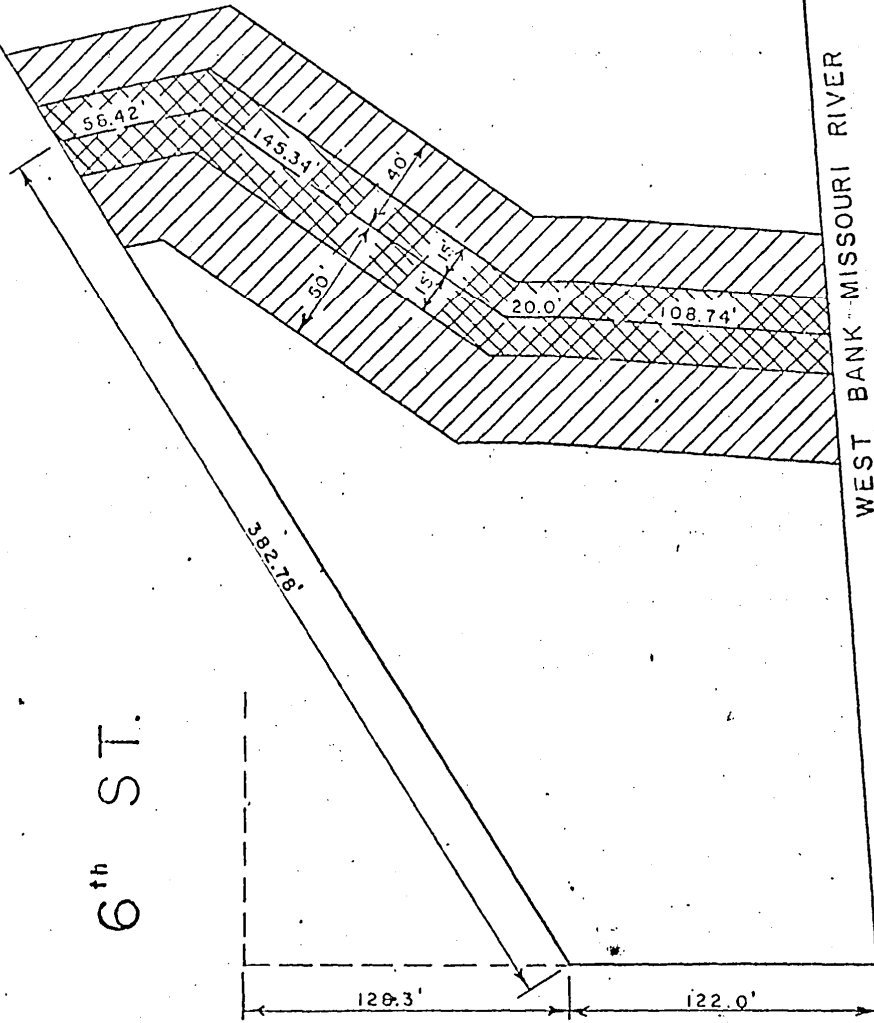
PREPARED BY _____ APPROVED BY _____ ROW AGENT _____

LOT I
SMELTER PLANT
REPLAT

N



SCALE: 1" = 60'



6th ST.

WEST BANK MISSOURI RIVER

DOUGLAS ST.

NW 1/4 SEC. 23-15-13

8.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 2725
30 DAY OF March 1971 AT 3:33 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS