



BK 0863 PG 516



MISC 1988 16245

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CITY COPY

Project No. ST.S. 4853
Tract No. 1
Address: 500 Douglas Street

GEORGE J. BUSLANOZ
REGISTERED PLUMBER
DOUGLAS COUNTY, NEBR.

BOOK 863 PAGE 516

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
Incorporated

THAT ASARCO, ~~Inc~~, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a storm sewer on the property described below; does hereby donate, 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 or operate a storm sewer and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

A 20 foot wide permanent easement for the maintenance of a 66-inch storm sewer located in Lot 1, Smelter Plant Replat, in the NW 1/4 of Sec. 23, T15N, R13E of the 6th P.M., Douglas County, Nebraska. The centerline is described as follows:

Commencing at a point on the north line of Douglas Street that is 128.3 feet east of the east line of 6th Street, thence N 32° 02' 30" W along the westerly line of Lot 1, Smelter Plant Replat a distance of 238.74 feet to the point of beginning. Thence N 78° 44' 42" E a distance of 59.0 feet, thence N 52° 29' 42" E a distance of 30.0 feet, thence N 26° 14' 42" E 19.7 feet to the point of termination, said termination point being 249.76 feet north and 36.39 feet west of the point of commencement.

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 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, his or their 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, 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 Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
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 claims 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.
6. 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 and Agreement concerning construction and maintenance of new and relocated sewers, 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.
7. The undersigned wish(es) to donate a permanent sewer easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.

BK 863 N 9-514 CJO _____ FEE 46.00
 PG 516-514 N 9/5/40 DEL 14 MC Be

8. The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said permanent sewer easement right, and have by their voluntary act and deed waived these rights.

9. The undersigned has seen the plans for this project and understands the portion of the property the City will need to utilize for this project.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 19th day of September A.D., 1988.

CORPORATION

ASARCO Incorporated
Name of Corporation

By G.W. Anderson Title
Executive Vice President

(Corporate Seal)

LEGAL DEPARTMENT
By: [Signature]

ATTEST:

By C.D. Gornale Title
Assistant/Secretary

Date September 19, 1988

CORPORATE ACKNOWLEDGEMENT

76... 4/28
STATE OF ~~NEBRASKA~~
7... 1988 SS
COUNTY OF ~~DOUGLAS~~

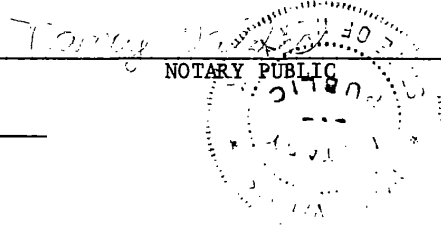
On this 19th day of September, 1988, before me, the undersigned, a Notary Public in and for said County, personally came G.W. Anderson, Executive Vice President of ASARCO Incorporated, a New Jersey Corporation, and C.D. Gornale, Secretary of said Corporation, to me personally known to be the President 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 Notarial Seal at ~~Omaha~~ New York in said County the day and year last above written.

NANCY VALDES
Notary Public, State of New York
No. 24-4863695
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 1990

My Commission expires _____

ROW/13a:1392z



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Incorporated

THAT ASARCO, ~~Inc~~, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing a 6-inch sanitary forcemain on the property described below; does hereby donate, 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 enter upon and use for working space for the construction of a 6-inch sanitary forcemain and appurtenances thereto, the parcel of land described as follows, to-wit:

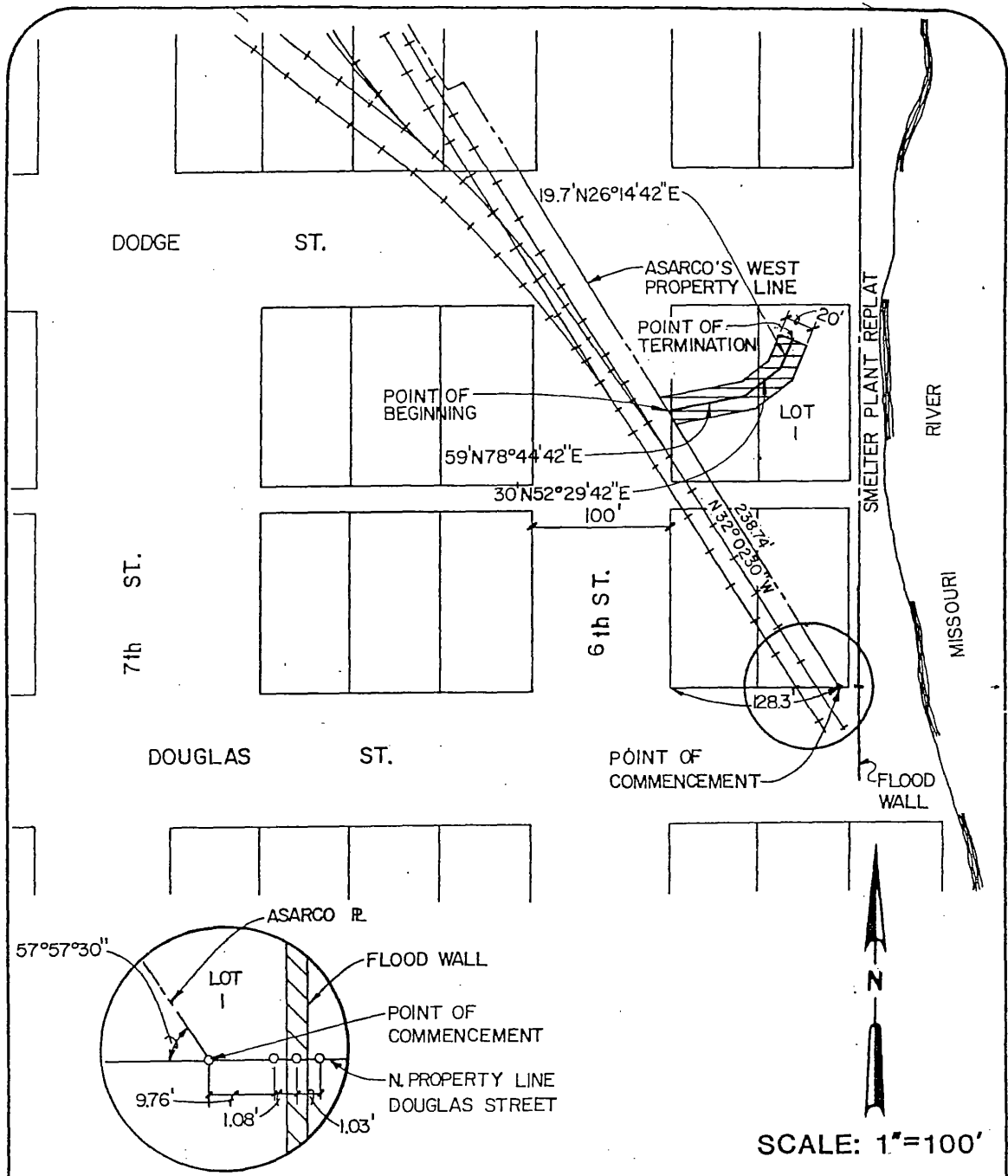
A 30 foot wide temporary easement for the construction of a 6-inch sanitary forcemain located in the NW 1/4 of Sec. 23, T15N, R13E of the 6th P.M., Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at a point on the north line of Douglas Street that is 128.3 feet east of the east line of 6th Street, said point of commencement also being the SW corner of Lot 1, Smelter Plant Replat; thence N 32° 02' 30" W along the westerly line of Lot 1 a distance of 224.64 feet to the point of beginning, said point being the centerline of the construction easement.

Thence, N 27° 17' 01" E a distance of 6 feet, thence N 53° 32' 01" E a distance of 168.0 feet, thence N 30° 32' 01" E a distance of 88 feet to the point of termination. Said termination point being 361.17 feet north and 69.65 feet east of the point of commencement.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 365 working days.
2. 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, gardens and lawns within the easement area as necessary for construction with the following exceptions: None
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the City of Omaha in any of said construction 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, including public utility companies and their 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 temporary easement to said CITY and its assigns, including public utility companies and their assigns, against the lawful claims and demands of all persons.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement and Agreement concerning construction and maintenance of new and relocated sewers, 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.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
7. The undersigned wish(es) to donate a temporary construction easement to the City of Omaha, Douglas County, Nebraska, a Nebraska corporation, for public use.
8. The undersigned was informed of the right to have said land appraised and a written offer to purchase made for said temporary construction easement right, and have by their voluntary act and deed waived these rights.



WELLS ENGINEERS ENVIRONMENTAL, INC.
 OMAHA, NEBRASKA

ASARCO PROPERTY
 PERMANENT EASEMENT FOR
 STORM SEWER MAINTENANCE
 STS 4853 CITY OF OMAHA
 RIVERFRONT REDEVELOPMENT

PLATE

9. The undersigned has seen the plans for this project and understands the portion of the property the City will need to utilize for this project.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 19th day of September A.D., 1988.

CORPORATION

ASARCO Incorporated
Name of Corporation
By G.W. Anderson Title
Executive Vice President

(Corporate Seal)

ATTEST:
By C. D. Gonzalez Title
Assistant Secretary
Date September 19, 1988

CORPORATE ACKNOWLEDGEMENT

New York
STATE OF ~~NEBRASKA~~
New York SS
COUNTY OF ~~DOUGLAS~~

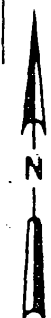
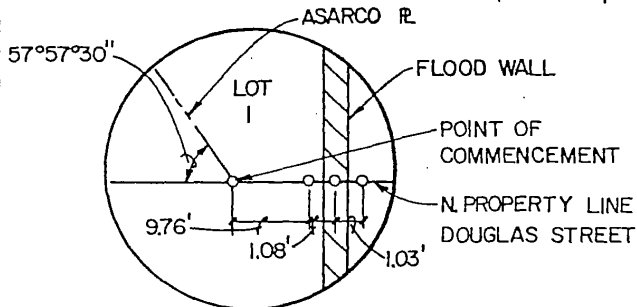
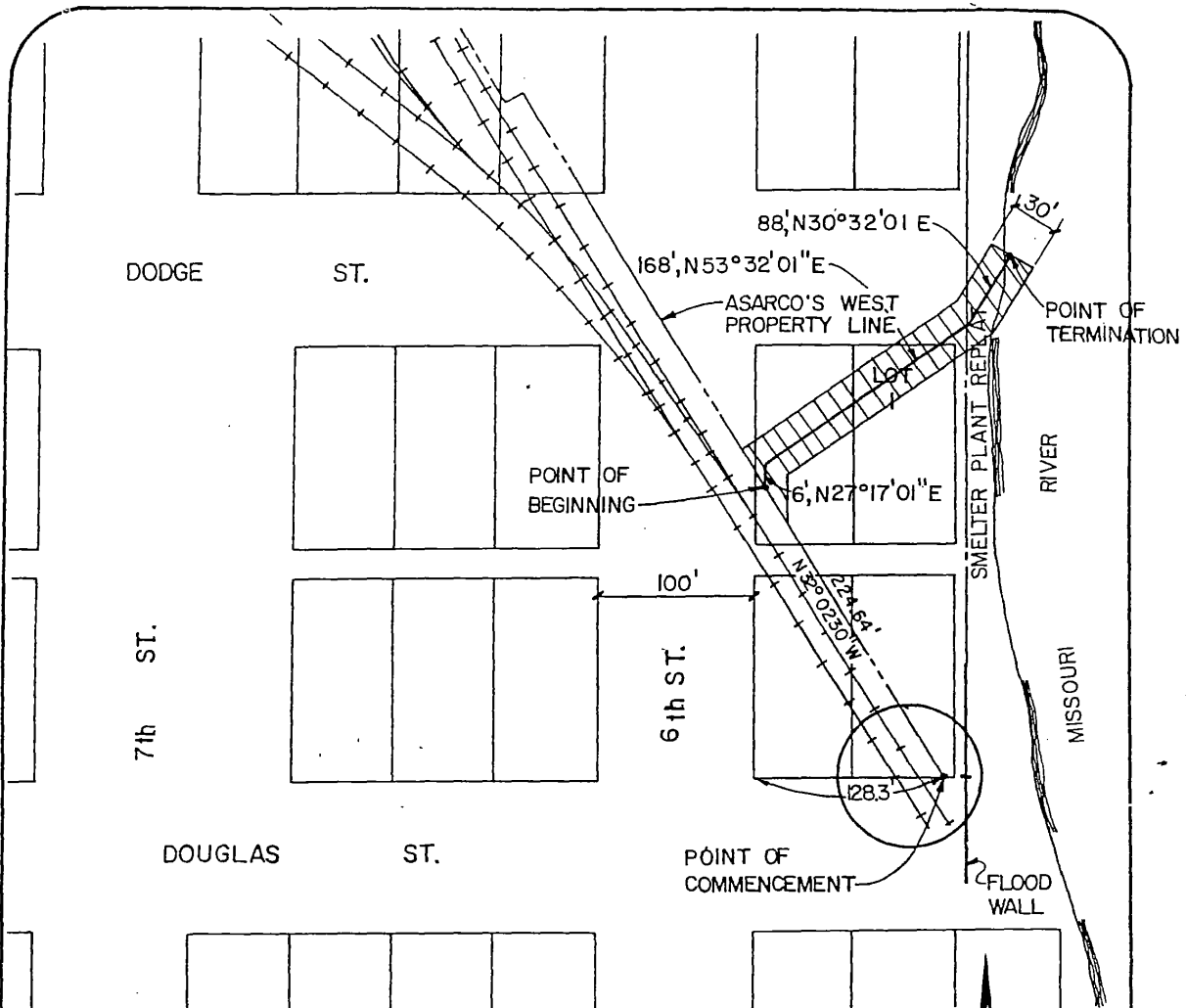
On this 19 day of September, 1988, before me, the undersigned, a Notary Public in and for said County, personally came G. W. Anderson Executive Vice President of ASARCO Incorporated, a New Jersey Corporation, and C. D. Gonzalez, Secretary of said Corporation, to me personally known to be the President 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 Notarial Seal at New York ~~Omaha~~ in said County the day and year last above written.

NANCY VALDES
Notary Public, State of New York
No. 24-4863695
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 1990

Nancy Valdes
NOTARY PUBLIC

My Commission expires _____



SCALE: 1"=100'

WELLS ENGINEERS ENVIRONMENTAL, INC.
 OMAHA, NEBRASKA

ASARCO PROPERTY
 CONSTRUCTION EASEMENT
 FOR SANITARY SEWER RN 4854
 CITY OF OMAHA
 RIVERFRONT REDEVELOPMENT

PLATE

TEMPORARY CONSTRUCTION EASEMENT

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Incorporated

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A 90 foot wide temporary easement for the construction of a 66-inch storm sewer located in the NW 1/4 of Sec. 23, T15N, R13E of the 6th P.M., Douglas County, Nebraska. The temporary easement lies 20 feet north and 70 feet south of the following described line.

Commencing at a point on the north line of Douglas Street that is 128.3 feet east of the east line of 6th Street, thence N 32° 02' 30" W along the westerly line of Lot 1, Smelter Plant Replat a distance of 238.74 feet to the point of beginning. Thence continuing N 78° 44' 42" E a distance of 59.0 feet, thence N 52° 29' 42" E a distance of 30.0 feet, thence N 26° 14' 42" E 19.7 feet to the point of termination, said termination point being 249.76 feet north and 36.39 feet west of the point of commencement.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 365 working days.
2. 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, gardens and lawns within the easement area as necessary for construction with the following exceptions: None
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the City of Omaha in any of said construction 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, including public utility companies and their 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 temporary easement to said CITY and its assigns, including public utility companies and their assigns, against the lawful claims and demands of all persons.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement and Agreement concerning construction and maintenance of new and relocated sewers, 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.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
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CORPORATION

ASARCO Incorporated
Name of Corporation

By G.W. Anderson Title
Executive Vice President

(Corporate Seal)

ATTEST:

By C.D. Gonzalez Title
Assistant Secretary

Date September 19, 1988

CORPORATE ACKNOWLEDGEMENT

New York
STATE OF ~~NEBRASKA~~
New York) SS
COUNTY OF ~~DOUGLAS~~

On this 19th day of September, 1988, before me, the undersigned, a Notary Public in and for said County, personally came G.W. Anderson Executive Vice President of ASARCO Incorporated, a New Jersey Corporation, and C.D. Gonzalez at 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.

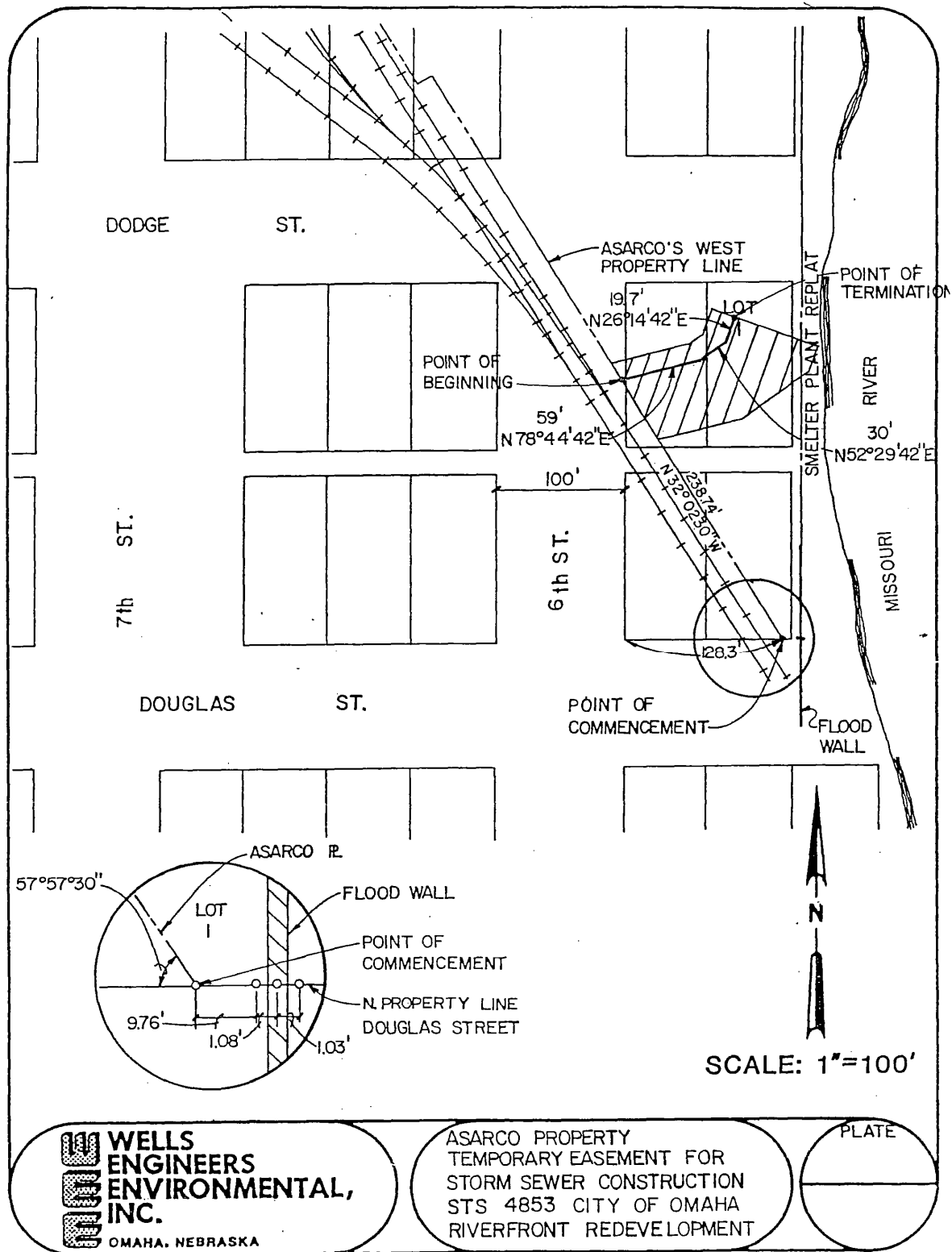
WITNESS my hand and Notarial Seal at New York ~~Omaha~~ in said County the day and year last above written.

NANCY VALDES
Notary Public, State of New York
No. 24-4363695
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 1990

Nancy Valdes
NOTARY PUBLIC

My Commission expires _____

ROW/11a:1391z



WELLS ENGINEERS ENVIRONMENTAL, INC.
 OMAHA, NEBRASKA

ASARCO PROPERTY
 TEMPORARY EASEMENT FOR
 STORM SEWER CONSTRUCTION
 STS 4853 CITY OF OMAHA
 RIVERFRONT REDEVELOPMENT

PLATE