



BK 1438 PG 574-577

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 MAY -6 PM 1:50



MISC 2002 10747

RECEIVED

**PERMANENT SEWER EASEMENT
POLITICAL SUBDIVISION FOR PUBLIC PURPOSES
DONATION**

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section
(Tom Lund, R/W Agent)

FOR OFFICE USE ONLY	
Project:	Thomas Creek Outfall Sewer
City Proj. No.:	S.O.S. 5867
Tract No.:	4
Address:	Northeast corner of Blair High Road (Highway 133) and State Street, Omaha, NE Omaha, Nebraska 681

KNOW ALL MEN BY THESE PRESENTS:

THAT **Omaha Public Power District**, a Political Subdivision of the State of Nebraska, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One and 00/100 dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, 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, a permanent sewer easement for the right to construct, maintain and/or operate a sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION**

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 buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, 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, road and/or street surfaces, parking area surfacing, and/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) This permanent sewer 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 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.
- 5) 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 permanent sewer 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 permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer 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.

H
Misc
4
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2050 01.600000

FEE _____ FB _____

BKP 21.16.1270 _____ COMP _____

DEL _____ SCAN R _____ FV _____

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable):
- 9) The undersigned wish to donate a permanent sewer easement to the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, for public use.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Political Subdivision has no Corporate Seal) and these presents to be signed by its respective officers this
18th day of March, 2002.

Omaha Public Power District
(Name of Political Subdivision)

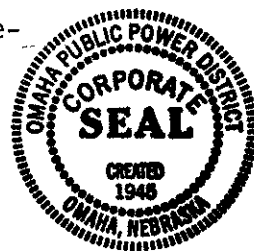
47-6000369
(Federal I.D. No.)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

Adrian J. Minks, Vice President
(Name and Title)
Adrian J. Minks, Vice-president
(Corporate Seal)

Roger L. Sorenson, Vice President
(Name and Title)
Roger L. Sorenson, Vice-
President



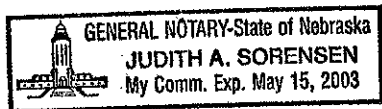
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of March, 2002, before me, a Notary Public
in and for said County, personally came Adrian J. Minks,
(Name)
Vice-President, of Omaha Public Power District,
(Title) (Name of Political Subdivision)
a Political Subdivision of the State of Nebraska, and, Roger L. Sorenson,
(Name)
Vice-President of said Political Subdivision, to me personally known to be the respective officers

of said Political Subdivision 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 Political Subdivision, and the Corporate Seal of said Political Subdivision to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Seal

Judith A. Sorenson
NOTARY PUBLIC

Exhibit "A"










PERMANENT EASEMENT LEGAL DESCRIPTION

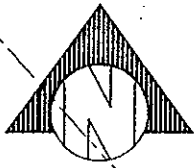
Part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M. as recorded in Douglas County, Nebraska described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 21; thence N87°46'23"E along the South line of said Section 21 for a distance of 118.17 feet; thence N05°20'55"E along the East line of Blair High Road for a distance of 335.45 feet; thence N09°24'38"E along the East line of Blair High Road for a distance of 132.55 feet; thence N03°04'23"E along the East line of Blair High Road for a distance of 121.16 feet; thence N87°46'13"E for a distance of 345.58 feet to the point of beginning; thence continuing N87°46'13"E for a distance of 54.42 feet; thence S62°24'36"E for a distance of 216.90 feet; thence S21°02'29"E for a distance of 1.74 feet; thence N67°59'09"W for a distance of 266.68 feet to the point of beginning.

TEMPORARY EASEMENT LEGAL DESCRIPTION

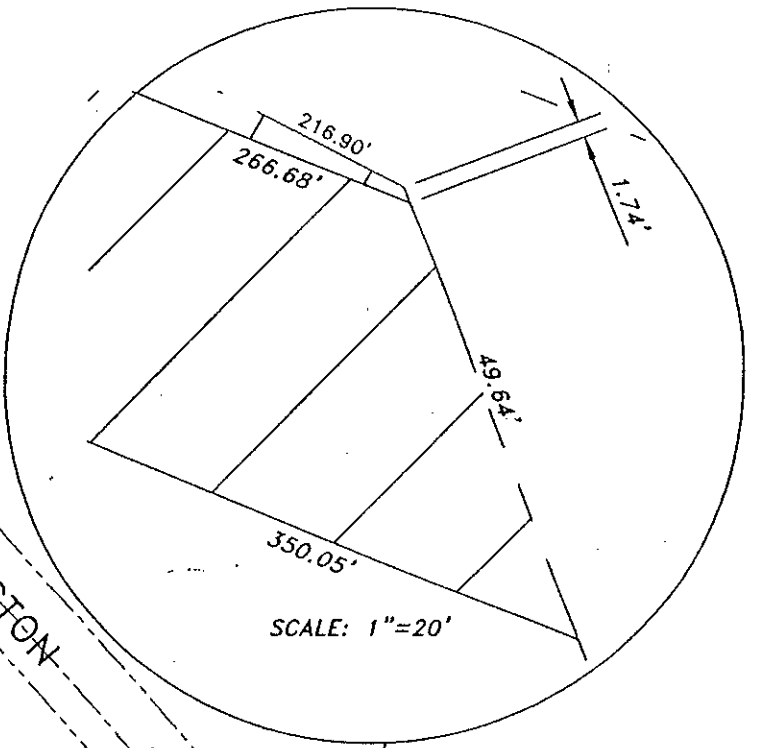
Part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M. as recorded in Douglas County, Nebraska described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 21; thence N87°46'23"E along the South line of said Section 21 for a distance of 118.17 feet; thence N05°20'55"E along the East line of Blair High Road for a distance of 335.45 feet; thence N09°24'38"E along the East line of Blair High Road for a distance of 132.55 feet; thence N03°04'23"E along the East line of Blair High Road for a distance of 121.16 feet; thence N87°46'13"E for a distance of 284.12 feet to the point of beginning; thence continuing N87°46'13"E for a distance of 115.88 feet; thence S67°59'09"E for a distance of 266.68 feet; thence S21°02'29"E for a distance of 49.64 feet; thence N67°59'09"W for a distance of 350.05 feet; thence N06°49'04"W for a distance of 11.14 feet to the point of beginning.

CITY OF OMAHA Public Works Department

Owner(s): Omaha Public Power District Address: Northeast corner of Blair High Road (Highway 133) and State Street Omaha, NE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>Land Acquisition = _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = <u>0.0713 acre (3,104)</u> S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = <u>0.2556 acre (11,134)</u> S.F.</td> </tr> </table>		Land Acquisition = _____ S.F.		Permanent Easement = <u>0.0713 acre (3,104)</u> S.F.		Temporary Easement = <u>0.2556 acre (11,134)</u> S.F.
	Land Acquisition = _____ S.F.						
	Permanent Easement = <u>0.0713 acre (3,104)</u> S.F.						
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Project No. S.O.S. 5867	Project Name: Thomas Creek Outfall Sewer						
Tract No. 4	Date Prepared: 3-08-2002	Revision Date(s):	Page 1 of 2				



SW. 1/4 SEC. 21-16-12
SCALE: 1"=200'



ROAD

HIGH

BLAIR

IRVINGTON

ROAD

ABANDONED

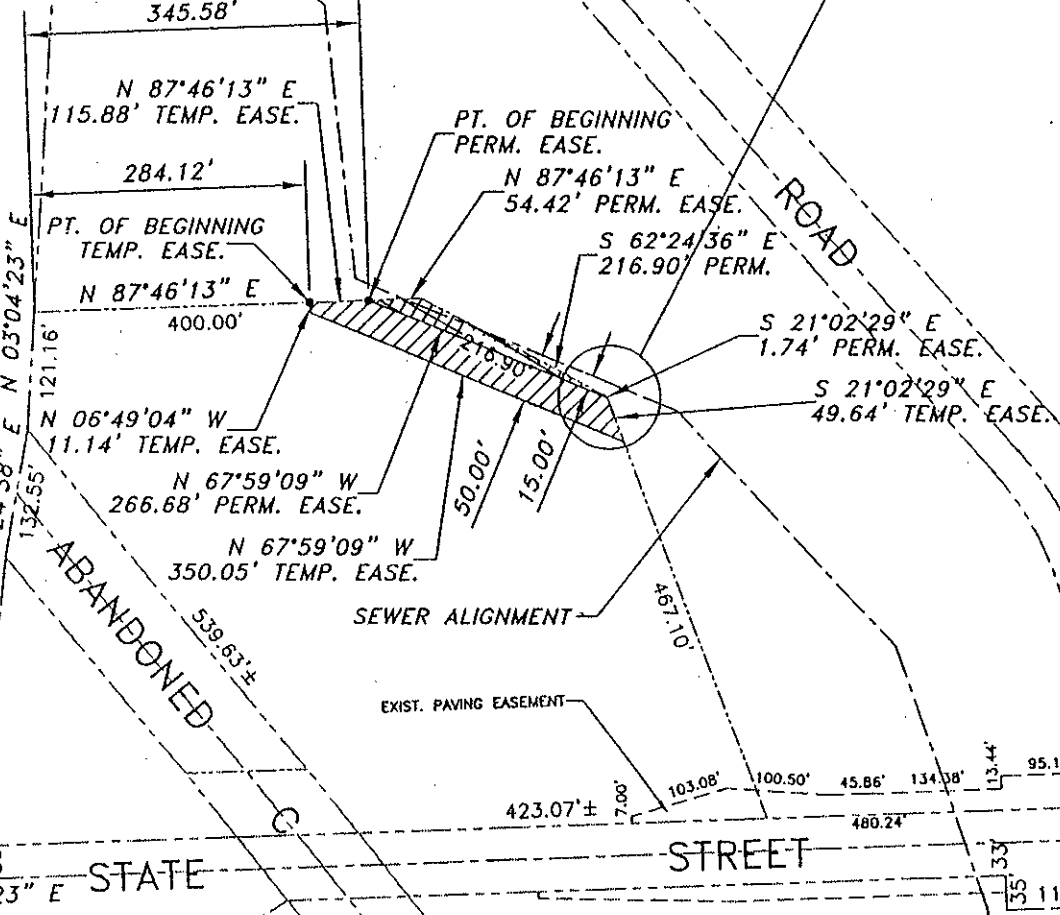
ABANDONED

STATE

STREET

RAILROAD

SW. COR. SW. 1/4
SEC. 21-16-12



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.
	PERMANENT EASEMENT	3,104	S.F.
	TEMPORARY EASEMENT	11,134	S.F.

PROJECT NO. S.O.S. 5867
TRACT NO. 4