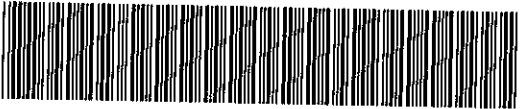




BK 1451 PG 254-259



MISC 2002 16698

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PERMANENT SEWER EASEMENT AGREEMENT

THAT Michael L. Henery, hereinafter referred to as GRANTOR, for and in consideration of the sum of Twenty-one thousand and 00/100 dollars (\$21,000.00) 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, 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, subject to paragraph 2 below. Improvements which may be approved by CITY include landscaping, roads 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 allow GRANTOR, after completion of its sewer project, to add fill within the above-defined permanent easement area up to a maximum level of eight feet over the then existing grade, subject to GRANTOR securing all necessary permits.. The fill must be free of debris, such as concrete block, etc. The CITY has done a settlement study of that portion of the area that it is subject to this permanent easement and determined that the underlying soil will not support fill over its sewer. Based on GRANTOR's desire and agreement to fill the area of this permanent easement, the CITY has agreed to add camber

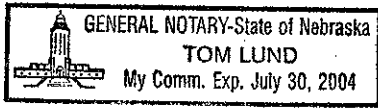
Ret
Public works Tom Lund

to its construction which will allow the sewer to appropriately settle after the addition of the contemplated fill. As a result of this modification of the construction plans, GRANTOR agrees to complete all activities necessary to fill the area of the permanent easement designated as floodplain by August 1, 2003. In the event that GRANTOR has failed to accomplish this fill, GRANTOR agrees to reimburse the CITY all costs that the CITY shall incur in removing the camber. It is understood by GRANTOR and CITY that if the CITY places camber and the GRANTOR fails to fill the area as he has indicated a desire to do, that the CITY's sewer will be in danger. GRANTOR shall then be permitted to place concrete slab and removable, portable, one unit-in height storage units over the permanent easement area, subject to GRANTOR securing all necessary permits. With respect to the exercise of the allowances just recited (fill and storage units), Grantor shall be solely liable for any and all damages or personal injuries, including death, arising out of the exercise of the allowance. In the event that GRANTOR does construct a slab and a portable storage unit within the area of the permanent easement, GRANTOR, at his sole expense, agrees to move such portable unit out of the easement area, if CITY determines that it is reasonably necessary to do so, within 48 hours of the receipt of notice from the CITY. If GRANTOR refuses or fails to relocate the units, then GRANTOR shall be liable to CITY for the reasonable expenses incurred by CITY in relocating the unit. CITY shall refill the area after completion of its work and GRANTOR shall be responsible, at his cost, for the placement of new pavement and the moving of the portable storage unit.

- 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.
- 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.

On this 4 day of June, 2002, before me, a Notary Public, in and for said County, personally came the above named Norm Jackman, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

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



Notary Seal

Tom Lund
NOTARY PUBLIC

APPROVED AS TO FORM:

Paul J. Paul 4/4/02
City Attorney

* Acting Public Works Director
ON BEHALF OF THE
City of Omaha, a
Municipal Corporation
T.L.

Exhibit "A"










PERMANENT EASEMENT LEGAL DESCRIPTION

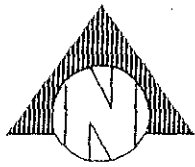
Part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M. as recorded in Douglas County, Nebraska described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 21; thence N87°46'23"E along the South line 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 619.80 feet to the point of beginning; thence continuing N03°04'23"E along the East line of Blair High Road for a distance of 36.13 feet; thence S53°03'06"E for a distance of 354.98 feet; thence S06°49'04"E for a distance of 276.73 feet; thence S67°59'09"E for a distance of 354.46 feet; thence S42°59'54"E for a distance of 336.81 feet; thence S19°17'30"E for a distance of 190.12 feet to a point on the North line of State Street; thence S87°46'23"W along the North line of State Street for a distance of 31.38 feet; thence N19°17'30"W for a distance of 174.61 feet; thence N42°59'54"W for a distance of 323.87 feet; thence N67°59'09"W for a distance of 68.88 feet; thence N21°02'29"W for a distance of 1.74 feet; thence N62°24'36"W for a distance of 216.90 feet; thence S87°46'13"W for a distance of 54.42 feet; thence N67°59'09"W for a distance of 29.98 feet; thence N06°49'04"W for a distance of 281.66 feet; thence N53°03'06"W for a distance of 322.03 feet to the point of beginning.

TEMPORARY EASEMENT LEGAL DESCRIPTION

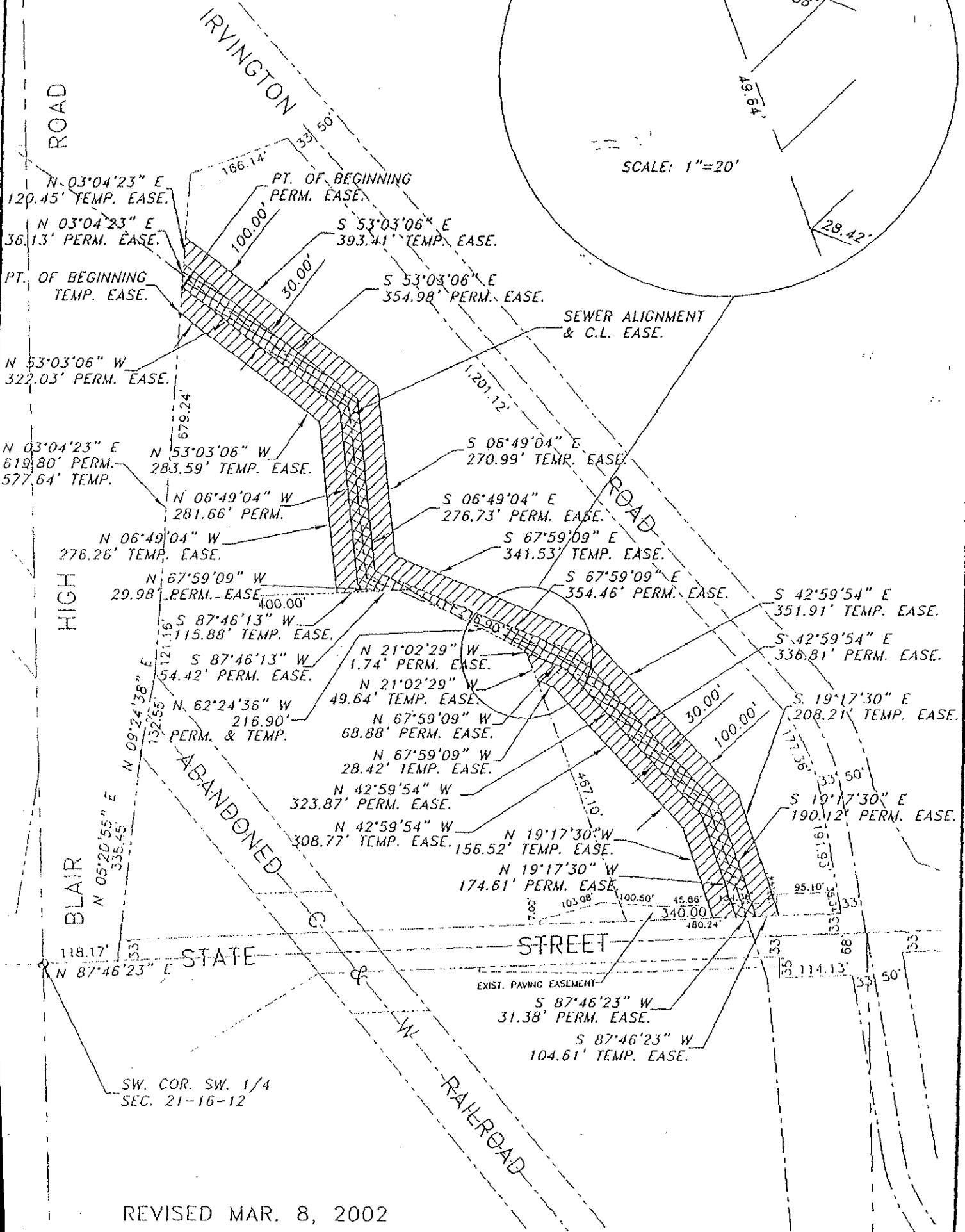
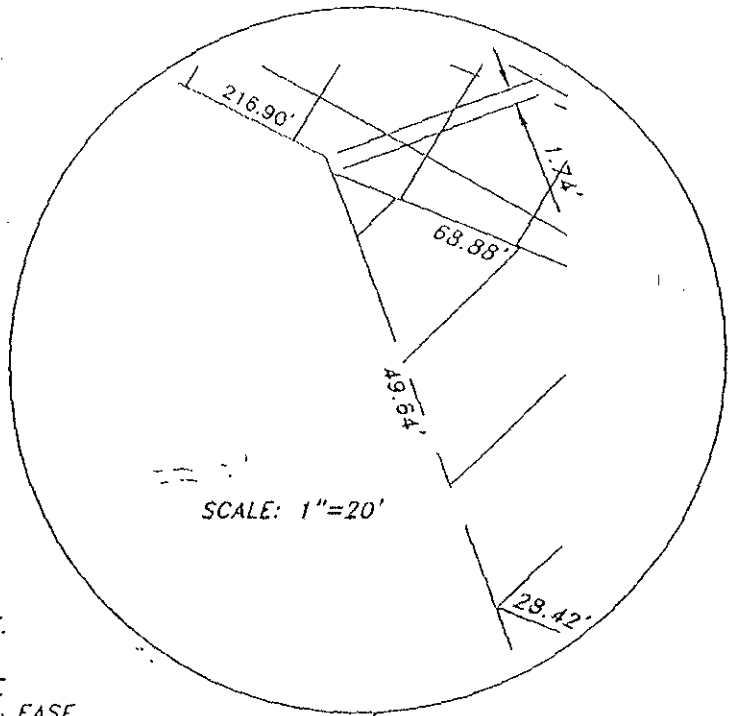
Part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M. as recorded in Douglas County, Nebraska described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 21; thence N87°46'23"E along the South line 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 577.64 feet to the point of beginning; thence continuing N03°04'23"E along the East line of Blair High Road for a distance of 120.45 feet; thence S53°03'06"E for a distance of 393.41 feet; thence S06°49'04"E for a distance of 270.99 feet; thence S67°59'09"E for a distance of 341.53 feet; thence S42°59'54"E for a distance of 351.91 feet; thence S19°17'30"E for a distance of 208.21 feet to a point on the North line of State Street; thence S87°46'23"W along the North line of State Street for a distance of 104.61 feet; thence N19°17'30"W for a distance of 156.52 feet; thence N42°59'54"W for a distance of 308.77 feet; thence N67°59'09"W for a distance of 28.42 feet; thence N21°02'29"W for a distance of 49.64 feet; thence N62°24'36"W for a distance of 216.90 feet; thence S87°46'13"W for a distance of 115.88 feet; thence N06°49'04"W for a distance of 276.26 feet; thence N53°03'06"W for a distance of 283.59 feet to the point of beginning, except for that part taken for Permanent Easement as described above.

CITY OF OMAHA Public Works Department

Designer(s): Michael L. Henery Address: Northwest corner of State Street and Irvington Road Omaha, NE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td>Land Acquisition = _____ S.F.</td> </tr> <tr> <td></td> <td>Permanent Easement = <u>0.9552 acre (41,608)</u> S.F.</td> </tr> <tr> <td></td> <td>Temporary Easement = <u>2.1394 acres (93,194)</u> S.F.</td> </tr> </table>		Land Acquisition = _____ S.F.		Permanent Easement = <u>0.9552 acre (41,608)</u> S.F.		Temporary Easement = <u>2.1394 acres (93,194)</u> S.F.
	Land Acquisition = _____ S.F.						
	Permanent Easement = <u>0.9552 acre (41,608)</u> S.F.						
	Temporary Easement = <u>2.1394 acres (93,194)</u> S.F.						
Project No. S.O.S. 5867	Project Name: Thomas Creek Outfall Sewer						
Sheet No. 3	Date Prepared: 3-8-2002	Revision Date(s):	Page 1 of 2				

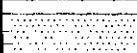
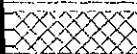
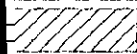


SW. 1/4 SEC. 21-16-12
SCALE: 1"=200'



REVISED MAR. 8, 2002

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.	PROJECT NO. _____
	PERMANENT EASEMENT	41,608	S.F.	TRACT NO. <u>3</u>
	TEMPORARY EASEMENT	93,194	S.F.	