

## SANITARY SEWER RIGHT-OF-WAY EASEMENT DESCRIPTION

TRACT NO. 19

GENEVIEVE PRICE

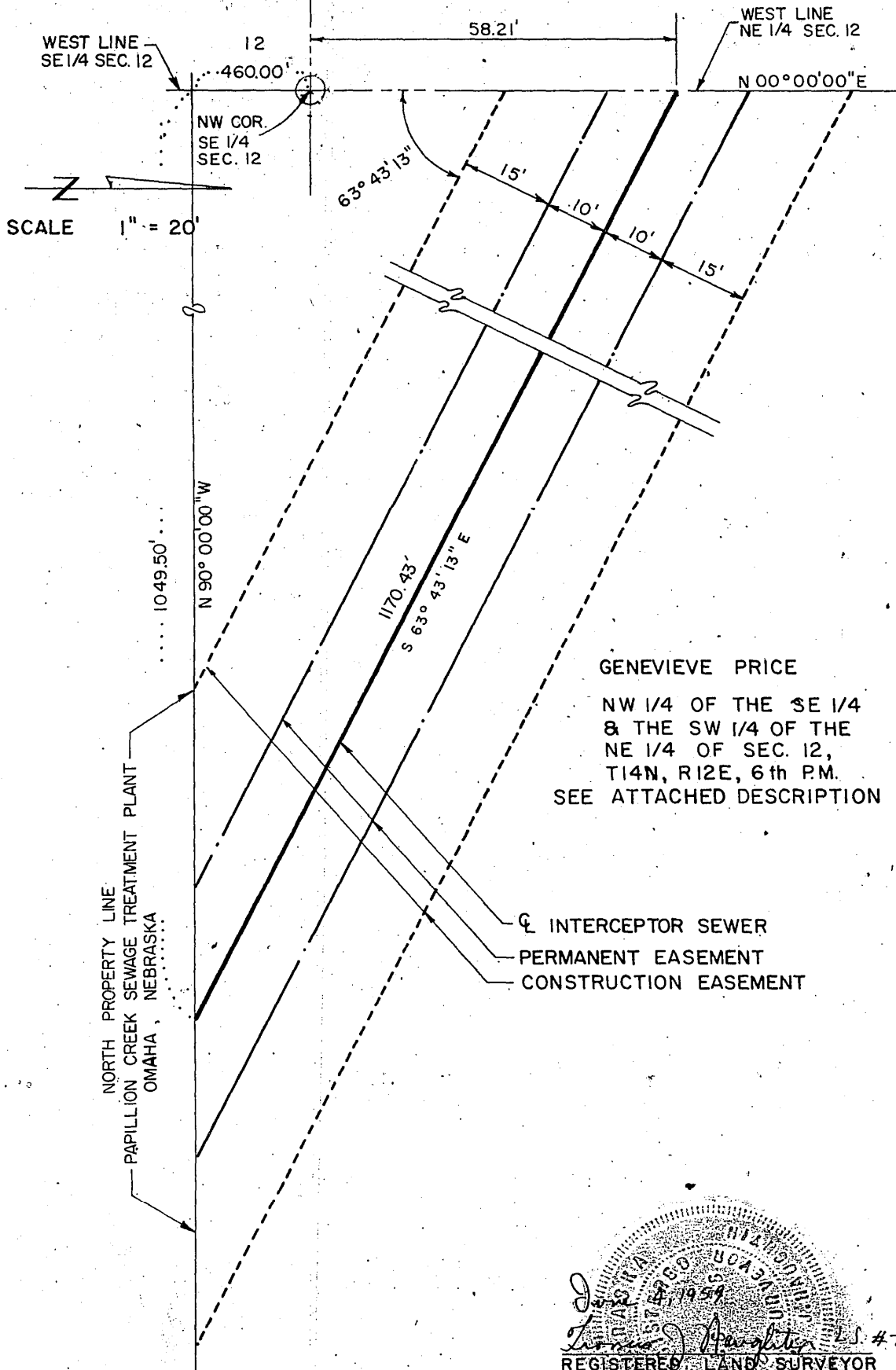
A twenty (20) foot permanent right-of-way easement and a fifty (50) foot temporary construction right-of-way easement located in the N.W. 1/4 of the S.E. 1/4 and S.W. 1/4 of the N.E. 1/4 of Section 12, T. 14 N., R. 12 E. of the 6th P.M. in Douglas County, Nebraska, the centerline of which is more particularly described as follows:

Commencing at the N.W. corner of the S.E. 1/4 of said Section 12; thence north along the west line of N.E. 1/4 of said Section 12 a distance of 58.21' to the point of beginning, said west line of the N.E. 1/4 of said Section 12 to be assumed north for all bearings; thence S 63° 43' 13" E. a distance of 1170.43' to the north property line of the Papillion Creek Sewage Treatment Plant Site, City of Omaha, Nebraska, said point being on a line which has a bearing of N. 90° 00' 00" W. and extended a distance of 1049.50' to the point of intersection with the west line of the S.E. 1/4 of said section, said point of intersection being 460.00' south of the N.W. corner of the S.E. 1/4 of said section 12 as measured along the west line of the S.E. 1/4 of said section 12.

The exact location of the sewer line in the permanent right-of-way to be fixed by the Engineer for the City of Omaha.

June 4, 1959  
Francis J. Naughton  
L.S. # 75

# HASCALL STREET INTERCEPTOR SEWER - OMAHA, NEBRASKA



REGISTERED LAND SURVEYOR

THOMAS J. HENNINGSON

1959

LS #75

LOCATION	DATE	BY	CHK	REMARKS
TRACT NO. 19	5-59	C.B.	730	HENNINGSON & PATTEN, HARISON INC. OMAHA, NEBRASKA

REF ID: A66 200

THIS INDENTURE, made this 27th day of July 19 59 between

Genevieve R. Price, single.

parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation, party of the second part, WITNESSETH:

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit: A twenty (20) foot permanent right-of-way easement located in the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section twelve (12), Township fourteen (14) North, Range twelve (12) East of the Sixth (6th) P.M. in Douglas County, Nebraska, the centerline of which is more particularly described as follows: Commencing at the N.W. corner of the S.E. 1/4 of said Section 12; thence north along the west line of the N.E. 1/4 of said Section 12 a distance of 58.21 feet to the point of beginning, said west line of the N.E. 1/4 of said Section 12 to be assumed north for all bearings;

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

\* See reverse side for further provisions.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 27th day of July, A.D. 19 59, before me, the undersigned,  
a Notary Public in and for said County, personally appeared the above named \_\_\_\_\_

Genevieve R. Price, single,  
who ~~is~~ personally known to me to be the identical person~~x~~ whose name~~x~~ ~~is~~ affixed to the above  
easement~~is~~ parties thereto, and ~~she~~ ~~has~~ ~~personally~~ acknowledged the instrument to ~~her~~ ~~her~~ voluntary  
act and deed.

WITNESS my Hand at Omaha, Nebraska the day aforesaid.

NOTARY PUBLIC

MY COMMISSION EXPIRES: April 16, 1961

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 30th day of November, 1959  
before me, the undersigned, a notary public in and for said County,  
personally came John A. Rosenblatt, President Mayor  
of City of Omaha, a Corporation, and M. J. Romano, Jr.  
City Clerk, 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 fore-  
going 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 in said County the day and  
year last above written.

Mary J. Romano  
Notary Public

My Commission expires March 16, 1963

The above easement and all provisions thereof accepted by the  
City of Omaha, Nebraska this 24 day of November, 1959.

ATTEST:

BY John A. Rosenblatt  
MAYOR

M. J. Romano, Jr.  
CITY CLERK

NOTE: Husband and wife are to execute.

(continuation of easement description)

thence S 63° 43' 13" E a distance of 1170.43 feet to the north property line of  
the Papillion Creek Sewage Treatment Plant Site, City of Omaha, Nebraska, said  
point being on a line which has a bearing of N 90° 00' 00" W and extended a dis-  
tance of 1049.50 feet to the point of intersection with the west line of the S.E.  
1/4 of said section said point of intersection being 460.00 feet south of the  
N.W. corner of the S.E. 1/4 of said Section 12 as measured along the west line  
of the S.E. 1/4 of said Section 12.

NOTE: See attached Plat which is a part of this easement.

- \* As part of the consideration hereof, the City agrees to allow party of the  
first part to make one connection at his own expense, at a manhole only, to  
the sewer to be constructed by the City on the property herein dealt with.  
Such connection shall be made in conformity with all applicable ordinances  
of the City, and party of the first part shall pay all required permit fees,  
connection charges, and sewer use fees, but shall not be required to pay the  
front-foot assessment otherwise levied under the provisions of Rule 2,  
Sec. 51-1.13, Omaha Municipal Code.

32. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS' OFFICE IN DOUGLAS COUNTY, NEBRASKA  
10 DAY Nov 1959 AT 9:32 A. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

5.25