

12-14-72
CITY OF OMAHA

COUNCIL CHAMBER

BOOK 554 PAGE 285

Omaha, Nebr. August 5, 1975

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the Papio Natural Resources District requires a Creek Easement along the Big Papillion Creek just north of Harrison Street now under construction; and,

WHEREAS, Papio Natural Resources District is willing to construct, maintain levees and channel improvements along the Big Papillion Creek just north of Harrison Street in the vicinity of Seymour Smith Park and the Papio Treatment Plant if granted an easement for such construction; and,

WHEREAS, the granting of such an easement is for the best interest of the City of Omaha.

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

THAT, the Mayor and City Clerk of the City of Omaha are hereby authorized to execute the Creek Easement to said Papio Natural Resources District, a copy of which is attached to this resolution and made a part hereof.

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SEAL OF THE
CITY OF
OMAHA
NEBRASKA

By Robert G. [Signature] Councilman

Adopted AUG 5 1975

Mary [Signature] City Clerk

Approved [Signature] 8/7/75 Mayor

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

CITY CLERK

FOR and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged City of Omaha does hereby grant and confirm unto the Papio Natural Resources District, its successors and assigns, permanent full and free right, liberty, and authority for flood control purposes to enter upon and to construct, operate, and maintain Papillion Creek improvements upon the following described lands, TO WIT:

Beginning at a point 1012 feet east and 33 feet north of the southwest corner of the southeast quarter of Section 12, Township 14 North, Range 12 East of the 6th P.M.; thence northwesterly a distance of 3120 feet more or less to a point on the east west centerline of said section which is 695 feet west of the center of said section; thence east a distance of 465 feet to a point on the centerline of the Big Papillion Creek; thence southeasterly along the centerline of said creek a distance of 520 feet more or less to a point which is 460 feet south of the east west centerline of said section, thence east parallel to centerline of said section a distance of 270 feet to a point which is 150 feet east of the north south centerline of said section, thence southeasterly a distance of 2570 feet more or less to a point on the north right-of-way boundary of the Douglas-Sarpy County line, thence west along the north right-of-way boundary for the Douglas-Sarpy County line a distance of 538 feet to the point of beginning; excluding the right-of-way for County Road 132-B (60th Street). All of said parcel lies in the south half of section 12-14-12 and comprises approximately 29.1 acres. A drawing of the easement area is shown on exhibit "A" and is incorporated herein by reference.

The rights and privileges herein granted shall be subject to the following terms and conditions:

- 1) There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land in any manner and for any purpose not inconsistent with the full use and enjoyment by the Papio Natural Resources District its successors and assigns, of the right and privileges herein granted.
- 2) The consideration recited herein shall constitute payment in full for all damages sustained by the Grantor caused by the construction, maintenance, and inspection of the works of improvement described herein except damage to growing crops and fences damaged during construction including, but not limited to damages for loss of access and damages resulting from the grading required in said construction. Grantor waives the statutory procedure for arriving at damages by reason of any change of grade but reserves the right to recover from Grantee for any physical damage to property adjacent to the above described easement area which may be caused by the maintenance of said easement or the exercise of the rights granted in Section 3) hereof.
- 3) This easement includes the right of ingress and egress as required to carry out the provisions of this easement.
- 4) This easement shall not pass, nor shall the same be construed to pass to the Grantee, any fee simple interest or title to the above described lands.
- 5) It is understood that no promises, verbal agreements or understanding except as herein set forth will be honored by the Papio Natural Resources District.

City of Omaha, A Municipal Corporation

By [Signature], Mayor

Attest [Signature] City Clerk

On this 7th day of August, 1975, before me, the undersigned, a Notary Public in and for Douglas County, Nebraska, personally came [Signature], Mayor of the City of Omaha, a Municipal Corporation, and [Signature], City Clerk of said Corporation, to me personally known to be the Mayor and City Clerk respectively of said Municipal 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 Municipal Corporation, and the Seal of said Municipal Corporation to be affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.



