

46-381

PROJECT NO. S.O.S. 3610
TRACT NO. 19

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT MIKE HOGAN REALTY COMPANY, A NEBRASKA CORPORATION hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Sixteen Thousand Ninety-Nine - - - Dollars (\$ 16,099.00) 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, an easement for the right to construct, maintain and operate a Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area described on Exhibit "A" attached hereto and made a part hereof.

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 Sanitary Outfall Sewer at the will of the CITY. The GRANTOR may, following construction of said Sanitary Outfall Sewer, continue to use the surface of the easement strip conveyed hereby for agricultural or other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows: Rail spur will be permitted.

1. That no 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. Such improvements may include landscaping, or roads, street or parking area surfacing or pavement. Any trees, grass, and 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 Sanitary Outfall Sewer.
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 claim 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. Crop damage in the future caused by CITY exercising its rights of inspecting, maintaining, or operating said Sanitary Outfall Sewer will be compensated for in an amount based on the yield from the balance of the field, less expenses for preparing a seed bed, fertilizing, planting, seed, insecticides, herbicides, cultivating, harvesting or marketing as each may be applicable.
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 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.

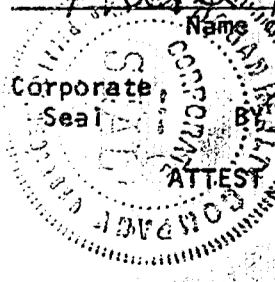
IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)

this 15 day of June A.D., 19 73.

Mike Hogan Realty Co
Name of Corporation

Michael J. Hogan President
Wanda P. Fry Secretary

ATTEST



(Acknowledged on reverse side hereof)

Agricultural Land
Owner (Owner Operated)

FILED FOR RECORD 7-12-73 AT 12:45 P. IN BOOK 46 OF Misc. Records 15.25
PAGE 381 Carl L. Hilleled REGISTER OF DEEDS, SARPY COUNTY NEB.

Rec# 028593

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____

_____ and _____, Husband and Wife, to me known to be the identical persons who signed the foregoing easement, and they severally acknowledged the easement to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____

_____, an unmarried person personally known to me to be the identical person who signed the above easement as Grantor, and acknowledged the easement to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY CORPORATION

STATE OF Utah }
COUNTY OF Jasper } SS

On this 13 day of June, 1973, before me, a duly authorized Notary Public in and for said county, personally appeared Michael J. Hogan

_____, President of the Mike Hogan Realty Co a Utah Corporation, and

Walter P. Hogan, 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 seal the day and year last above written.



FERDINAND J. BILY
GENERAL NOTARY, State of Neb-
My Commission Expires
Feb. 23, 1977

Ferdinand J. Bily
Notary Public

My commission expires on Feb 23, 1977.

T-14-N

21 22
28 27

22 23
27 26

POINT OF BEGINNING
PERM. EASEMENT

POINT OF BEGINNING
TEMP. CONST. EASEMENT

75' TEMP CONSTRUCTION EASEMENT

66' R.O.W.

CO. ROAD NO. E26

TAX LOT 1A1

MIKE HOGAN
REALTY CO.

1700'

400'

200'

515'

30' PERMANENT EASEMENT

484.6'

25'

382.5'

50' PERMANENT EASEMENT

50'

EXISTING 20' SEWER
EASEMENT

CONTRACTOR NOT TO DISTURB
TREE

ROW

Union Pacific R.R.

5TH ST.

4TH ST.

CITY LIMITS

CITY OF PAPILLION

ADAMS ST

WASHINGTON ST

39.33

CENTER SECTION 27-4-12

R-12-E

Scale: 1" = 400'

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD E-26 WITH A LINE RUNNING EASTERLY AND WESTERLY 175 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHEASTERLY 175 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 1700 FEET; THENCE NORTHEASTERLY AND PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY AND PERPENDICULAR TO THE LAST DESCRIBED COURSE 200 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD TO ITS INTERSECTION WITH THE EAST LINE OF TAX LOT 1A1; THENCE SOUTH ALONG THE EAST LINE OF TAX LOT 1A1 TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY TO ITS INTERSECTION WITH A LINE RUNNING EASTERLY AND WESTERLY, 100 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD; THENCE NORTHWESTERLY 100 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD E-26; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD E-26 TO THE POINT OF BEGINNING.


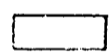
46-381D

TAX LOT 1A1 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

A 50-FOOT WIDE AND 30-FOOT WIDE PERMANENT EASEMENT LOCATED ON TAX LOT 1A1 IN SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY WITH THE WEST LINE OF TAX LOT 1A1; THENCE NORTH ALONG THE WEST LINE OF TAX LOT 1A1 TO ITS POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD E-26; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD E-26 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING EASTERLY AND WESTERLY, 100 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY, 100 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE UNION PACIFIC RAILROAD RIGHT OF WAY LINE PERPENDICULAR TO THE UNION PACIFIC RAILROAD CENTERLINE; THENCE SOUTHWESTERLY ALONG THE UNION PACIFIC RAILROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF AN EXISTING PERMANENT EASEMENT; THENCE NORTHWESTERLY ALONG THE NORTHERLY AND WESTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

A 75-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON TAX LOT 1A1 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

-  PERMANENT EASEMENT 1.9452 AC.
-  TEMPORARY EASEMENT 3.3706 AC.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT
SANITARY OUTLET SEWER WEST PAPIILLION CREEK S O S NO 3610
EXHIBIT 'A' MIKE HOGAN REALTY COMPANY TRACT NO. 19
GOLLEHON, SCHEMMER & ASSOCIATES, INC. ARCHITECTS ENGINEERS PLANNERS OMAHA — DAVENPORT
DESIGNED <u>RJW</u> CHECKED <u>MFJ</u> SHEET
DATE 6-22-72 19 #42