

53-301

PROJECT NO. S.O.S. 4143

TRACT NO. 9

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT SOUTHERN LAND AND DEVELOPMENT COMPANY hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three ~~thousand~~ hundred Dollars (\$ 300.00 ) and other valuable consideration, 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 Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

FILED FOR RECORD 5-30-80 AT 10:45 A. 53 OF Mud. Rec.  
PAGE 321 Carl S. Hibbler REGISTER OF DEEDS, SARPY COUNTY, NEB. 12.25

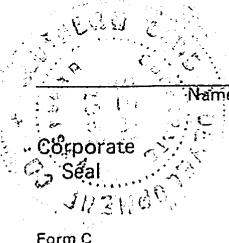
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to 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, 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 or road, street or parking area surfacing 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. 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 claims 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.
6. That this instrument contains the entire agreement of the parties; that there are no other 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 18th day of January A.D., 19 80.

SOUTHERN LAND AND DEVELOPMENT CO.



Name of Corporation

By Nathan H. Faulk President

Attest Betty J. Faulk Secretary

Form C

(Acknowledged on reverse side hereof)

52-711A

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public, in and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

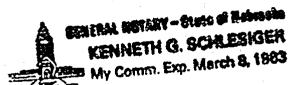
On this 18th day of January, 19 80, before me, the undersigned, a Notary Public in and for said County, personally came Milton B. Faulk President of

a Nebraska Corporation, and Betty J. Faulk 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.

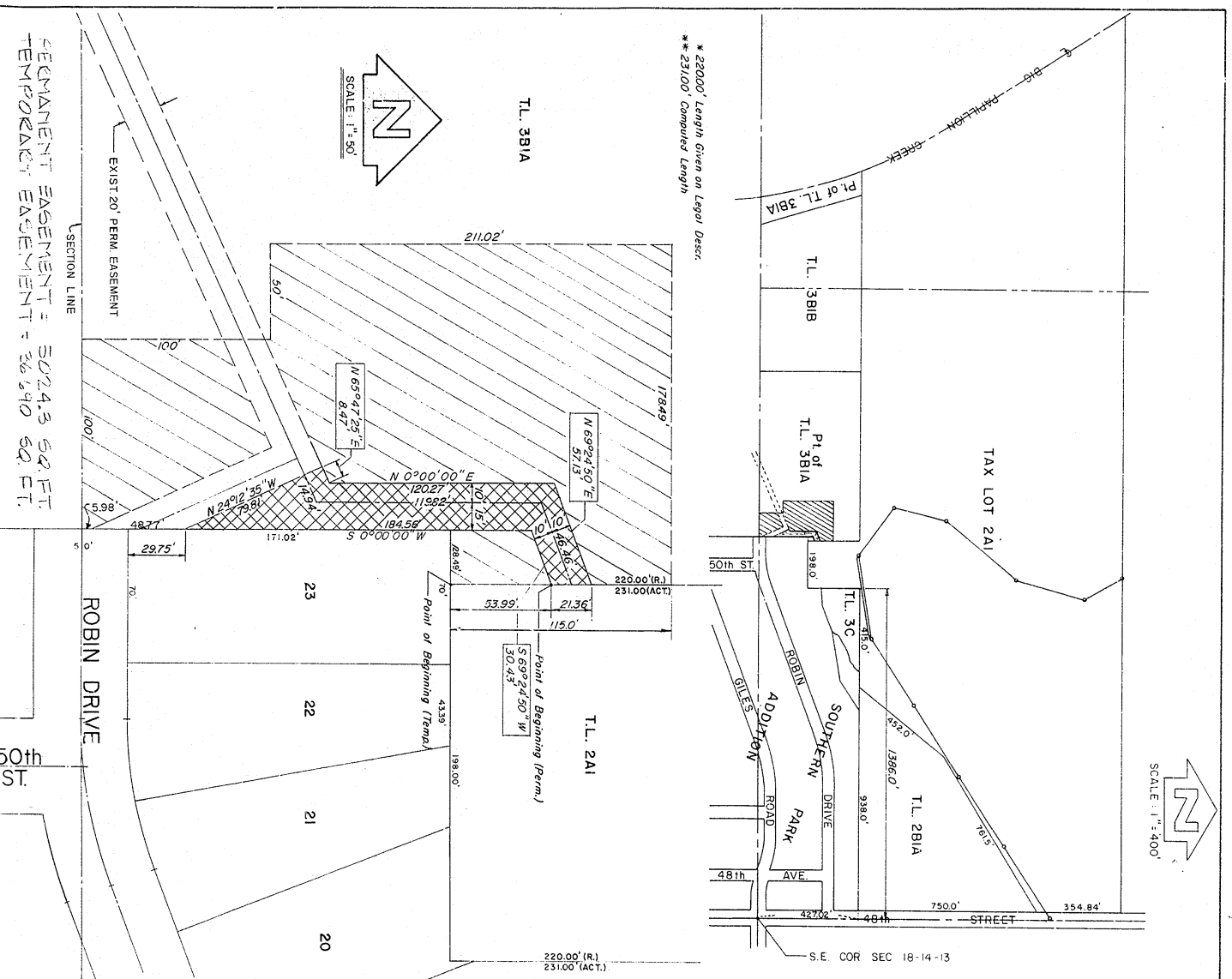
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*Kenneth G. Schlesiger*  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission expires \_\_\_\_\_

53-321 B 1



# EXHIBIT 'A'

TRACT 9

LEGAL DESCRIPTION (TAX LOT 3B1A)

Tax Lot 3B1A, located in the SW¼ of the SE¼ of Section 18, Township 14 North, Range 13, East of the 6th P.M., in Sarpy County, Nebraska.

PERMANENT EASEMENT (TAX LOT 3B1A)

Commencing at the Southeast corner of SE¼ Section 18, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and running thence North 427.02 feet; thence West 1,386 feet; thence South 220.00 feet; actual distance was computed at 231.00 feet; thence West 198 feet; thence North on the East Property Line of Tax Lot 3B1A for a distance of 53.99 feet to the point of beginning; thence on a bearing South 69°24'50\"/>

TEMPORARY CONSTRUCTION EASEMENT (TAX LOT 3B1A)

Except for that part taken for permanent easement, as described above and except for that part taken in an existing 20 foot permanent easement, a temporary construction easement being more particularly described as follows:

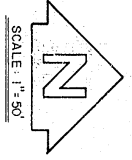
Commencing at the Southeast corner of the Southeast ¼ Section 18, T14N, R13E of the 6th P.M.; thence North 427.02 feet; thence West 1,386 feet; thence South 220.00 feet; actual distance was computed at 231.00 feet; thence West 198.50 feet; to a point on the East Property Line of Tax Lot 3B1A, also known as the point of beginning; thence North for a distance of 115.0 feet; thence West for a distance of 178.49 feet; thence due South for a distance of 211.02 feet; thence East for a distance of 50 feet; thence South for a distance of 100 feet to the South Property Line of Tax Lot 3B1A, also known as the South Section Line of Section 18, T14N, R13E; thence East along said South Section Line for a distance of 100.0 feet; thence North for a distance of 25 feet to the Southwest corner of Lot 23, Southern Park Addition; thence North along the West Property Line of said Lot 23 for a distance of 171.02 feet; thence East on the North Property Line of said Lot 23 for a distance of 28.49 feet to the point of beginning.

7D2:4

Owner(s): Southern Land & Development Co. A Nebraska Corporation	Total Land Area: _____ SF
Address: 6300 Railroad Avenue Omaha, NE 68107	Land Acquisition: _____ SF
	Permanent Easement: _____ SF
	Temporary Easement: _____ SF
PROJECT NO. S.O.S. #44143	TRACT NO. 9
	DATE
Drawn By: _____	Checked By: _____
	ROW Agent: _____

**CITY OF OMAHA**  
PUBLIC WORKS DEPARTMENT

PERMANENT EASEMENT = 302.43 SQ. FT.  
TEMPORARY EASEMENT = 36.690 SQ. FT.



TL 3B1A

TL 2A1

TL 3C

TL 2B1A

TL 3B1B

Pt. of TL 3B1A

TAX LOT 2A1

EXISTING 20' PERM. EASEMENT

ROBIN DRIVE

50th ST.

\* 22000' Length Given on Legal Desc.  
\*\* 23100' Computed Length

SCALE: 1" = 400'

S.E. COR SEC 18-14-13

48th AVE

ROBIN PARK

50th ST

Pt. of TL 3B1A

TL 3B1B

Pt. of TL 3B1A

TL 3B1A

SCALE: 1" = 50'

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