

47-271

PROJECT NO. 3610

TRACT NO. 6

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The Omaha National Bank, Trustee, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) 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:

1) That no buildings, improvements, or other structures unless otherwise specifically granted herein, 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. The Grantor is hereby specifically granted the right to establish and maintain, or have established and maintained, a railroad track spur line across said easement. The Grantor is required to notify the City of the exact location that the spur line railroad track will cross the easement, and if, in the opinion of the City, said railroad spur line would cause damage to the Sewer Outfall System, then the City shall assume responsibility for constructing an appropriate device or structure which will protect the Sewer Outfall System from damage caused by crossing said Sewer System with railroad trackage. The Grantor is hereby limited to one spur line railroad track crossing per tract as described by Exhibit "A" attached hereto and made a part hereof. 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,

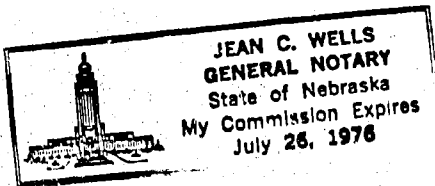
FILED FOR RECORD 5-16-74 AT 10:00 A. M. IN BOOK 47 OF Miss Keys
PAGE 271 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 12 25

See # 036565

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of May, 1974,
before me, a Notary Public duly commissioned and qualified
in and for said County, personally came Blair I. Smith,
Second Vice President of THE OMAHA NATIONAL BANK, TRUSTEE,
a Corporation, to me personally known to be the
and identical person who signed the foregoing instrument,
and acknowledged the execution thereof to be his voluntary
act and deed and the voluntary act and deed of said Corporation.

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

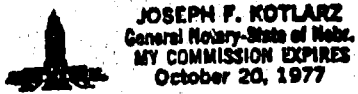


Jean C. Wells
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of May, 1974,
before me, a Notary Public duly commissioned and qualified
in and for said County, personally came Edward Gorinsky,
Mayor of CITY OF OMAHA, NEBRASKA, a
municipal Corporation, to me personally known to be the
same and identical person who signed the
foregoing instrument, and acknowledged the execution thereof
to be his voluntary act and deed and the voluntary act and
deed of said Corporation.

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



Joseph F. Kotlarz
Notary Public

TRACT NO. 6

An undivided one-half interest each in and to the East 100 acres of that part of the East one-half of Section 25, Township 14 North, Range 12 East of the 6th P. M., lying North of the right-of-way of the Union Pacific Railroad, Sarpy County, Nebraska.

A 50 foot permanent easement located on the East one hundred acres of that part of the East one-half of Section 25, Township 14 North, Range 12 East, of the 6th P. M., lying North of the right-of-way of the Union Pacific Railroad, more particularly described as follows:

The South 50 feet, North of and directly adjacent to the North line of the Union Pacific Railroad right-of-way, of the East one hundred acres of that part of the East one-half of said Section 25, lying North of the Union Pacific Railroad right-of-way.

A 65 foot wide temporary construction easement located on the East one hundred acres of that part of the East one-half of Section 25, Township 14 North, Range 12 East of the 6th P. M., lying North of the right-of-way of the Union Pacific Railroad, more particularly described as follows:

The North 65 feet of the South 115 feet, North of and directly adjacent to the North line of the Union Pacific Railroad right-of-way, of the East one-hundred acres of that part of the East one-half of said Section 25, lying North of the Union Pacific Railroad right-of-way.