

46-491

PROJECT NO. S.O.S. 3610
TRACT NO. 21

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Catherina M. Scherer

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Seven Thousand Eight Hundred twenty-Six Dollars (\$7,826.00) 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 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 hersunto set his or their hand(s)

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

Catherina M. Scherer

FILED FOR RECORD 8-14-73 AT 3:15 P.M. IN BOOK 46 OF Miss Lead
PAGE 491 Carl L. Hildebrand

Name of Corporation Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 15-50

Corporate Seal BY _____ President

ATTEST _____ Secretary

(Acknowledged on reverse side hereof)

Agricultural Land
Owner (Owner Operated)

Rec # 029650

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF Nebraska }
COUNTY OF Sage } SS

On this 19 day of June, 1973, before me, a duly authorized Notary Public in and for said county, personally appeared William M. Seiver

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.



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

Ferdinand J. Bily
Notary Public

My commission expires on 23 Feb 77.

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 _____ }
COUNTY OF _____ } SS

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

_____, President of the _____ a _____ Corporation, and _____

_____, 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.

Notary Public

My commission expires on _____.

46-491B

AN IRREGULARLY SHAPED PERMANENT EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22 IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SAPPY COUNTY, NEBRASKA, AND CENTERED ABOUT A LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 22 A DISTANCE OF 377.75 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY, WHICH IS THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 55 FEET TO THE PLACE EASTERLY ALONG SAID SOUTH LINE OF SECTION 22, A DISTANCE OF 115 FEET TO THE POINT OF BEGINNING.

46-491C

A 200 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22 AND TAX LOT 9 IN SECTION 21 ALL IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SAPPY COUNTY, NEBRASKA, AND CENTERED ABOUT A LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 685.19 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64°56'43" WEST A DISTANCE OF 325.68 FEET; THENCE SOUTH 83°02'33" WEST A DISTANCE OF 297.19 FEET; THENCE NORTH 83°53'50" WEST A DISTANCE OF 319.81 FEET; THENCE NORTH 78°16'13" WEST A DISTANCE OF 910.00 FEET; THENCE NORTH 69°57'29.9" WEST A DISTANCE OF 182.88 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 22; THENCE CONTINUING NORTH 69°57'29.9" WEST A DISTANCE OF 1407.42 FEET; THENCE NORTH 49°33'24.8" WEST A DISTANCE OF 155.61 FEET TO THE WEST LINE OF TAX LOT 9, WHICH IS THE TERMINATION OF SAID LINE, EXCLUDING THEREFROM THE AREAS INCLUDED IN THE PERMANENT EASEMENT DESCRIBED ABOVE.

46-491D

AN IRREGULARLY SHAPED TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22 IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 377.75 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 560 FEET; THENCE SOUTH 67°26'12.4" WEST TO ITS INTERSECTION WITH THE NORTHERLY LINE OF THE PREVIOUSLY DESCRIBED 200-FOOT TEMPORARY CONSTRUCTION EASEMENT; THENCE SOUTH 64°56'43" EAST ALONG THE NORTHERLY LINE OF SAID TEMPORARY EASEMENT TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF THE PREVIOUSLY DESCRIBED IRREGULARLY SHAPED PERMANENT EASEMENT; THENCE NORTH 67°26'12.4" EAST ALONG SAID NORTHWESTERLY LINE OF SAID PERMANENT EASEMENT TO THE POINT OF BEGINNING.

THE SOUTHWEST QUARTER OF SECTION 22 AND TAX LOT 9 IN SECTION 21 ALL IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA.

TAX LOT 9 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST (SOUTHEAST) CORNER OF SECTION 21, TOWNSHIP 14, RANGE 12 AND RUNNING THENCE NORTH ON SECTION LINE 14 525 CHAINS TO SOUTH LINE OF MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, THENCE NORTHWESTERLY ALONG SAME 26.62 CHAINS; THENCE SOUTH 29.755 CHAINS TO THE SECTION LINE; THENCE EAST ON SAID LINE 21.564 CHAINS TO PLACE OF BEGINNING CONTAINING 47.545 ACRES MORE OR LESS.

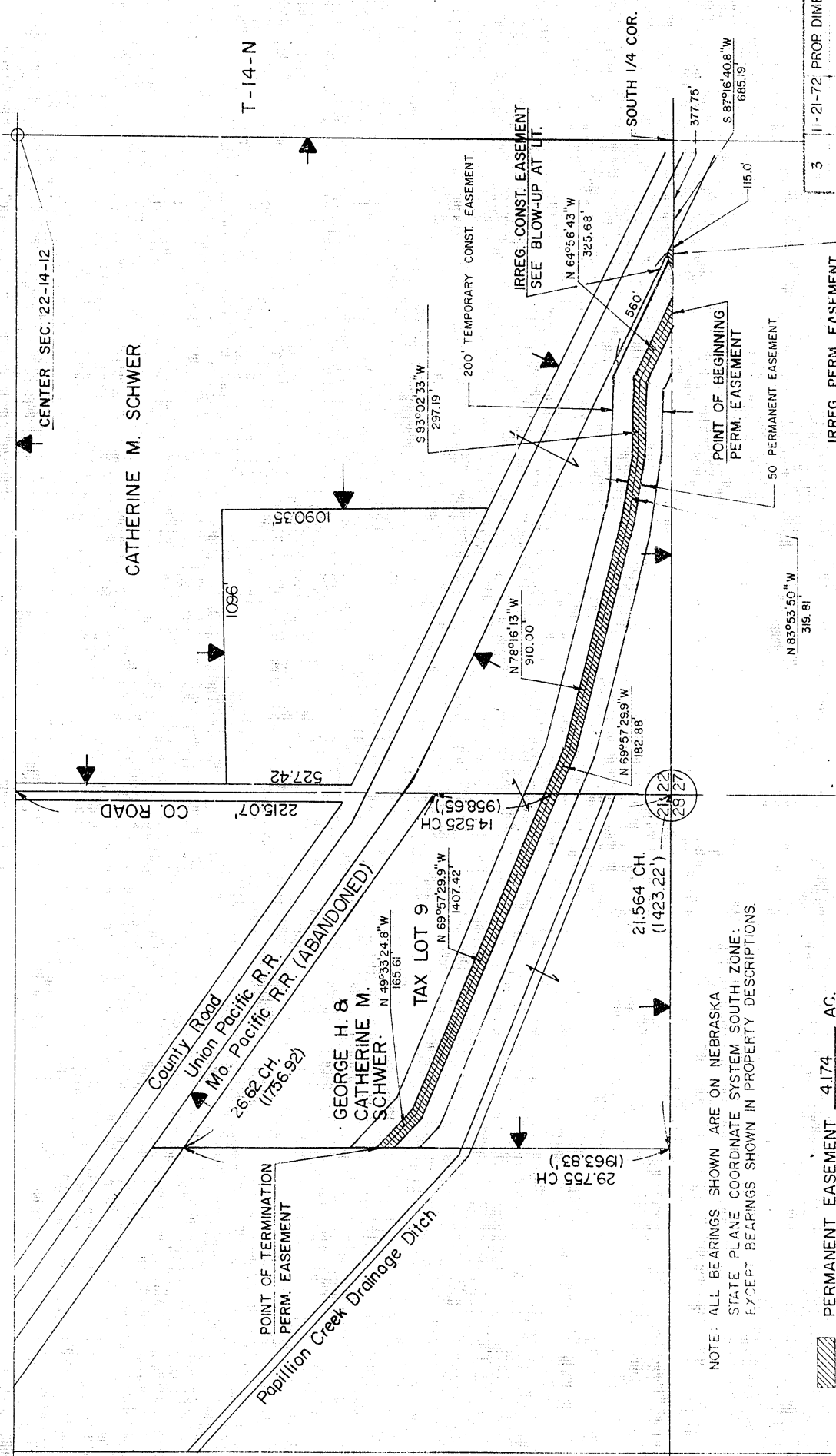
* "SOUTHWEST" IN THE DEED DESCRIPTION HAS TO BE IN ERROR. EXCLUDING THEREFROM PROPERTY OWNED BY THE OMAHA PUBLIC POWER DISTRICT DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 14, RANGE 12 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING 866.51 FEET SOUTH AND 33 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE EAST 1090.0 FEET; THENCE SOUTH 1090.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD; THENCE NORTH 64°25' WEST 612.78 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD TO POINT OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 620.0 FEET (RADIUS BEING 5613.58 FEET); THENCE NORTH 527.42 FEET ALONG A LINE 33 FEET FROM AND PARALLEL TO THE WEST LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING, CONTAINING 20 ACRES (WEST LINE OF SECTION 22 ASSUMED NORTH-SOUTH IN DIRECTION).

A 50 FOOT WIDE PERMANENT EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22 AND TAX LOT 9 IN SECTION 21 ALL IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SAPPY COUNTY, NEBRASKA, AND CENTERED ABOUT A LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 87°16'40.8" WEST ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 685.19 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64°56'43" WEST A DISTANCE OF 325.68 FEET; THENCE SOUTH 83°02'33" WEST A DISTANCE OF 297.19 FEET; THENCE NORTH 83°53'50" WEST A DISTANCE OF 319.81 FEET; THENCE NORTH 78°16'13" WEST A DISTANCE OF 910.00 FEET; THENCE NORTH 69°57'29.9" WEST A DISTANCE OF 182.88 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 22; THENCE CONTINUING NORTH 69°57'29.9" WEST A DISTANCE OF 1407.42 FEET; THENCE NORTH 49°33'24.8" WEST A DISTANCE OF 155.61 FEET TO THE WEST LINE OF TAX LOT 9, WHICH IS THE TERMINATION OF SAID LINE.

Scale: 1"=400'



NOTE: ALL BEARINGS SHOWN ARE ON NEBRASKA STATE PLANE COORDINATE SYSTEM SOUTH ZONE. EXCEPT BEARINGS SHOWN IN PROPERTY DESCRIPTIONS.

PERMANENT EASEMENT 4.174 AC.
TEMPORARY EASEMENT 12.682 AC.

POINT OF BEGINNING
IRREG. CONST. EASEMENT

Scale 1"=40'

R-12-E

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

SANITARY OUTLET SEWER
WEST PAPILLION CREEK

S.O.S. NO. 3610

EXHIBIT "A"
GEORGE H. AND CATHERINE M. SCHWER
CATHERINE M. SCHWER

TRACT NO. 21

GOLEFON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS - ENGINEERS - PLANNERS
OMAHA -- DAVENPORT

DESIGNED R.J.W. CHECKED M.F.J. SHEET
DATE JLS A15 8-30-72 23 OF 42

3	11-21-72	PROP DIMENSION CORRECTED	R.J.W.
2	8-23-72	SEWER ALIGNMENT CHANGE	R.J.W.
1	8-9-72	RR R.O.W. CORRECTED	JLS