



BK 0890 PG 600



MISC 1989 10329

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INDEXING
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Project No. ROW 87-3, AKA SOS 4248
Tract No. 4
Address: 2120 South 72nd Street
Suite 1250
Omaha, NE 68124

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SANITARY AND IMPROVEMENT DISTRICT NO. 57 OF DOUGLAS COUNTY, NEBRASKA (c/o Richard E. Croker, Its Attorney), hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) 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 sewer in Dam Site 18 Wastewater Reclamation Project, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A 20 foot wide permanent sanitary sewer easement being 10 foot each side of the following described centerline: Commencing at the Northeast corner of Section 26, Township 15 North, Range 10 East of the 6th E.M. in Douglas County, Nebraska; thence South 01°04'01" East (assumed bearing) along the East section line of said Section 26 a distance of 387.78 feet to a point; thence South 88°55'59" West a distance of 73.86 feet to the true point of beginning; thence South 55°54'23" East a distance of 90.34 feet to a point on said East line of said Section 26; thence continuing South 55°54'23" East a distance of 16.94 feet to a point; thence South 00°47'36" East a distance of 294.64 feet to a point; thence South 00°44'41" East a distance of 67.51 feet to a point; said point being South 01°04'01" East 811.71 feet and North 88°55'59" East 12.06 feet from the Northeast corner of said Section 26. Said easement contains 9,389 square feet, more or less.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right to 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 reserves the right, following construction of said Sewer, to 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 grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its 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, its 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.

0670 N 26-15-10 CO BV PRE 2100

0000 N 26-15-10 DEL XK MC W

0000 N 26-15-10 COMP VX FEB 01-6000

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 and shall replace and fence on GRANTOR'S property damaged or removed during the course of construction. 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 GRANTOR for itself, its successors and assigns, does confirm with the said CITY and its assigns, that the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns 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 may remove or cause to be removed such presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as the CITY deems necessary for construction.

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 hereunto set its hand(s) this 26 day of April, 1989.

SANITARY AND IMPROVEMENT DISTRICT
NO. 57 OF DOUGLAS COUNTY, NEBRASKA

By: Wayne P. Recic
Wayne P. Recic, Chairman

(S E A L)



Attest: Billy D. Duncan
Billy D. Duncan, Clerk

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me on this 26 day of April, 1989, by Wayne P. Recic and Billy D. Duncan, Chairman and Clerk, respectively, of Sanitary and Improvement District No. 57 of Douglas County, Nebraska, on behalf of the District.

Diane K. Johnson
Notary Public

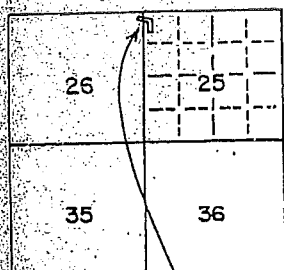
My commission expires: March 24, 1991.

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Exhibit "A"

BOOK 890 PAGE 602

FOR EASEMENT LEGAL DESCRIPTION SEE EXHIBIT B



NW CORNER SEC. 25



SCALE: 1" = 100'

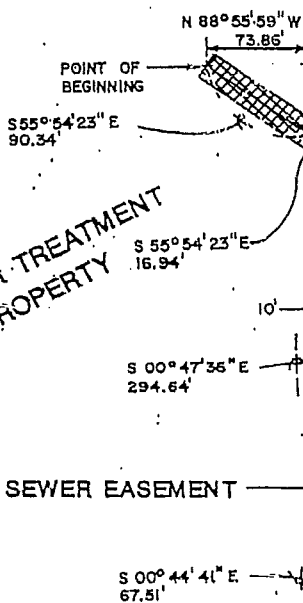
SECTION LINE
(S 01° 04' 01" E)
(ASSUMED BEARING)

SEC. 26

EXISTING SEWER TREATMENT
PLANT PROPERTY

SEC. 25

20' PERMANENT SEWER EASEMENT



CITY OF OMAHA
Public Works Department

KIRKHAM, ARCHITECTS
MICHAEL, ENGINEERS
AND ASSOCIATES, PLANNERS

Drawn and Written by C. Rogers

Checked by J. W. W.

Approved by _____

<input type="checkbox"/>	Land Acquisition	_____	S.F.
<input checked="" type="checkbox"/>	Permanent Easement	9389	S.F.
<input type="checkbox"/>	Temporary Easement	_____	S.F.

2000-3-87

Date Completed _____

Revision Date _____

Revision Date _____

Page 1 of _____

EXHIBIT "B"

TRACT DESCRIPTION

That part of the NE 1/4 of Section 26 together with part of the NW 1/4 of Section 25 all in T15N, R10E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the East line of said Section 26 being S01°04'01"E, 227.72 feet from the NE Corner of said Section 26; thence S89°55'59"W, 220.68 feet; thence S34°43'20"W, 369.70 feet; thence S11°43'25"E, 255.52 feet; thence S24°13'35"E, 130.99 feet; thence N75°29'55"E, 415.82 feet; thence N01°04'01"W, 378.69 feet along a line 33.02 feet East of and parallel with the West line of said Section 25; thence N38°13'30"E, 70.71 feet; thence N01°04'01"W, 144.17 feet along a line 77.96 feet East of and parallel with the West line of said Section 25; thence S89°55'59"W, 77.96 feet to the Point of Beginning. (Containing 5.95 Acres)

PERMANENT EASEMENT

A 20 foot wide Permanent Sanitary Sewer Easement being 10 feet each side of the following described centerline.

Commencing at the NE corner of said Section 26, thence S01°04'01"E (Assumed Bearing) along the East section line of said Section 26 a distance of 387.78 feet to a point; thence S88°55'59"W a distance of 73.86 feet to the true Point of Beginning; thence S55°54'23"E a distance of 90.34 feet to a point on said East line of said Section 26; thence continuing S55°54'23"E a distance of 16.94' to a point; thence S00°47'36"E a distance of 294.64 feet to a point; thence S00°44'41"E a distance of 67.51 feet to a point; and said point being S01°04'01"E, 811.71 feet and N88°55'59"E, 12.06 feet from the NW corner of said Section 26, and said easement contains 9389 S.F. more or less.