



BK 0890 PG 604



MISC 1989 10330

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PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Eldon L. Butler & Helen M. Butler, H & W, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Nine Hundred Dollars (\$900.00) 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:

Parcel A:

A 20 foot wide permanent sanitary sewer easement being 10 foot each side of the following described centerline: Commencing at the Northwest corner of said Section 25, Township 15 North, Range 10 East of the 6th P.M.; thence South 00°14'32" East (assumed bearing) along the West line of said Section 25, a distance of 1,325.59 feet to a Northwest corner of Southwest Quarter of the Northwest Quarter of said Section 25; thence North 89°45'28" East, a distance of 9.17 feet to the true point of beginning; thence South 00°04'47" West a distance of 0.23 feet to a point; thence South 03°37'00" East a distance of 386.27 feet to a point; thence South 00°43'26" East, a distance of 279.71 feet to a point; thence South 00°43'28" East, a distance of 280.00 feet to a point; thence South 00°43'39" East, a distance of 370.97 feet to a point on the South line of the Northwest Quarter of said Section 25 and said point being South 89°52'39" East, 39.76 feet from the Southwest Quarter of the Northwest Quarter of said Section 25. Said permanent easement contains 26,370 square feet more or less.

Parcel B:

A 20 feet wide permanent sanitary sewer easement, said easement being 10 foot each side of the following described centerline: Commencing at the West Quarter corner of said Section 25, Township 15 North, Range 10 East of the 6th P.M.; thence South 89°52'39" East (assumed bearing) along the North line of the Southwest Quarter of said Section 25, a distance of 661.94 feet to a point; thence South 00°00'00" East, a distance of 861.60 feet to a point on the Southwesterly property line of said tract and said point also being the true point of beginning; thence South 43°39'54" East a distance of 567.50 feet to a point on the Southerly property line of said tract and said point being 1,273.54 feet South and 1,053.79 feet East of the West Quarter corner of said Section 25. Said permanent easement contains 11,350 square feet more or less.

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 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, 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.

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REGISTER & CLERK
SARAH J. BOWEN

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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 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 25 day of April A.D., 1989

INDIVIDUAL AND PARTNERSHIP

Eldon L. Butler
Nelson M. Butler

Date _____

INDIVIDUAL ACKNOWLEDGEMENT

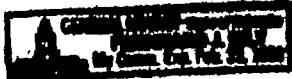
STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 25 day of April, 1989, before me, a Notary Public, in and for said County, personally came the above named: Eldon L. Butler
and Nelson M. Butler, H & W, 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 at Omaha in said County the day and year last above written.

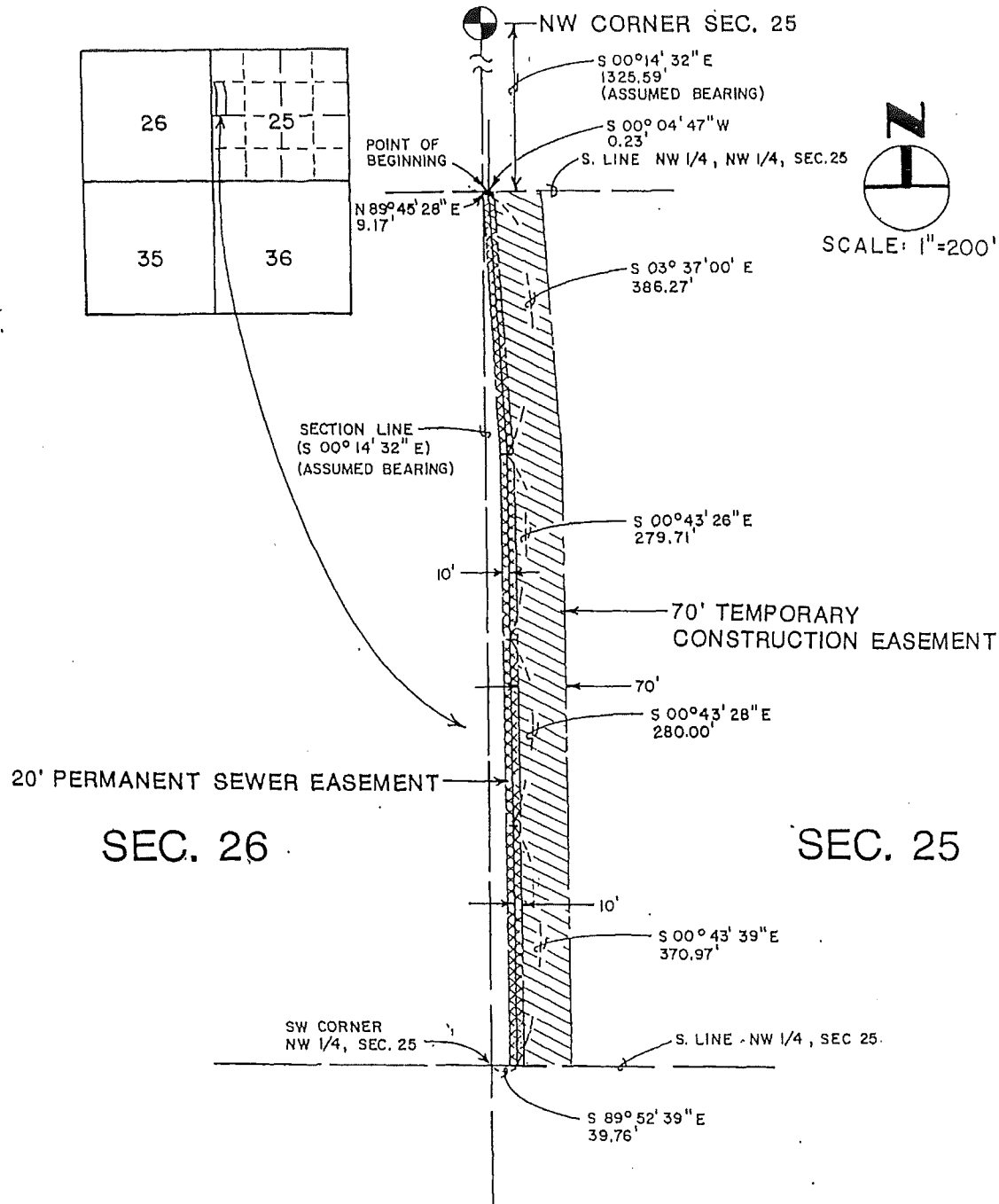


Frederick P. [Signature]
NOTARY PUBLIC

My Commission expires _____

ROW/4b:8050t

FOR EASEMENT LEGAL DESCRIPTION SEE EXHIBIT B



CITY OF OMAHA
Public Works Department



KIRKHAM,
MICHAEL
AND ASSOCIATES
ARCHITECTS
ENGINEERS
PLANNERS

Owner(s) Eldon L. Butler and Helen M. Butler
Husband and Wife

Address RR 2
Elkhorn, Nebraska 68022

| | | |
|-------------------------------------|-------------------------------|------------|
| <input type="checkbox"/> | Land Acquisition | S.F. |
| <input checked="" type="checkbox"/> | PARCEL "A" Permanent Easement | 26370 S.F. |
| <input type="checkbox"/> | PARCEL "A" Temporary Easement | 92294 S.F. |

Project No. _____

Date Completed _____

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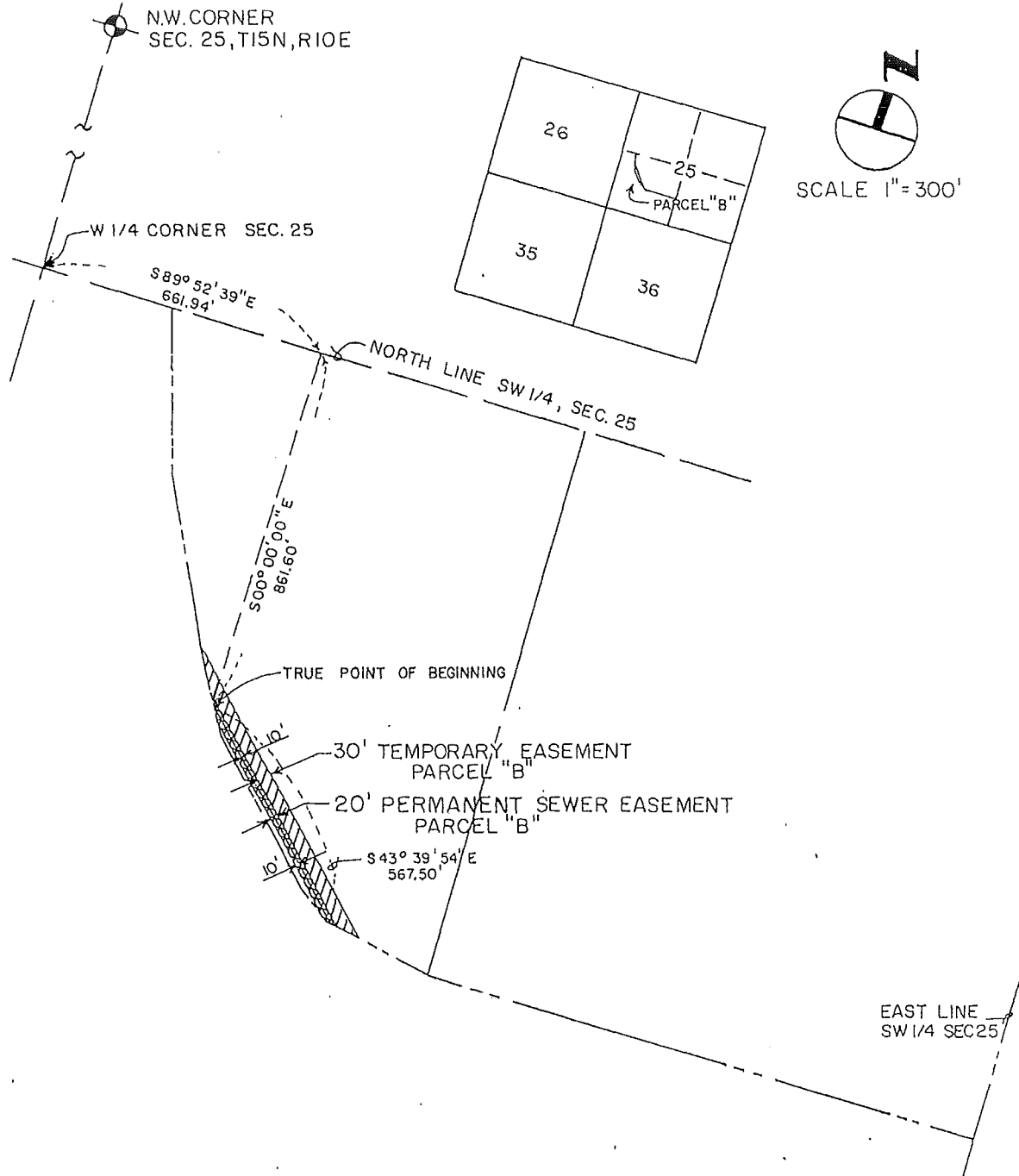
Revision Date _____

Tract No. 2 PARCEL "A"

Revision Date _____

Exhibit "A"

BOOK 890 PAGE 607



CITY OF OMAHA
Public Works Department



KIRKHAM,
MICHAEL
AND ASSOCIATES
ARCHITECTS
ENGINEERS
PLANNERS

Owner(s) ELDON L. BUTLER AND HELEN M. BUTLER
HUSBAND AND WIFE
Address R.R. 2
ELKHORN, NEBRASKA 68022

| | | |
|--|----------------------------------|--------------------|
| | Land Acquisition | _____ S.F. |
| | PARCEL "B" Permanent Easement | <u>11,350</u> S.F. |
| | PARCEL "B" Temporary Easement | <u>20,361</u> S.F. |

Project No. _____
Tract No. 2 PARCEL "B"

Date Completed _____
Revision Date _____
Revision Date _____

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TRACT DESCRIPTION

All of the NW 1/4 of the SW 1/4 of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska lying North of the following described line:

Beginning at the Southeast corner of said NW 1/4 of the SW 1/4 of Section 25; thence N78°08'33"W (Assumed Bearing), a distance of 274.91 feet; thence N54°11'45"W, a distance of 88.14 feet; thence N39°15'52"W, a distance of 99.98 feet; thence N43°12'43"W, a distance of 310.00 feet; thence N29°54'27"W a distance of 164.96 feet; thence N25°11'09"W, a distance of 439.89 feet; thence N16°29'43"W, a distance of 389.89 feet; thence N89°37'55"W, a distance of 320.45 feet to the Northwest corner of said SW 1/4 of Section 25.

Also, the SW 1/4 of the NW 1/4 of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska.

PERMANENT EASEMENT - PARCEL "A"

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

Commencing at the NW corner of said Section 25; thence S00°14'32"E (Assumed Bearing) along the West line of said Section 25, a distance of 1325.59 feet to a NW Corner of SW 1/4 of the NW 1/4 of said Section 25; thence N89°45'28"E, a distance of 9.17 feet to the true Point of Beginning; thence S00°04'47"W, a distance of 0.23 feet to a point; thence S03°37'00"E, a distance of 386.27 feet to a point; thence S00°43'26"E, a distance of 279.71 feet to a point; thence S00°43'28"E, a distance of 280.00 feet to a point; thence S00°43'39"E, a distance of 370.97 feet to a point on the South line of the NW 1/4 of said Section 25 and said point being S89°52'39"E, 39.76 feet from the SW Corner of the NW 1/4 of said Section 25. Said permanent easement contains 26,370 S.F. more or less.

TEMPORARY EASEMENT - PARCEL "A"

A 70 foot wide Temporary Construction Easement more particularly described as the East 70 feet of an 80 foot strip of land lying adjacent to and East of the above described centerline, said temporary easement contains 92,294 S.F. more or less.

PERMANENT EASEMENT - PARCEL "B"

A 20 foot wide Permanent Sanitary Sewer Easement, said easement being 10 foot each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 25; thence S89°52'39"E (Assumed Bearing) along the North line of the SW 1/4 of said Section 25, a distance of 661.94 feet to a point; thence S00°00'00"E, a distance of 861.60 feet to a point on the Southwesterly property line of said tract and said point also being the true Point of Beginning; thence S43°39'54"E, a distance of 567.50 feet to a point on the Southerly property line of said tract and said point being 1273.54 feet South and 1053.79 feet East of the West 1/4 corner of said Section 25. Said permanent easement contains 11,350 S.F. more or less.

TEMPORARY EASEMENT - PARCEL "B"

The Northeasterly 30 feet adjacent to and abutting the above permanent easement and more particularly described as follows:

Commencing at the West 1/4 corner of said Section 25; thence S89°52'39"E (Assumed Bearing) along the North line of the SW 1/4 of said Section 25, a distance of 608.23 feet to a point; thence S00°00'00"E, a distance of 747.52 feet to a point on the Southwesterly property line of said tract and said point being the true Point of Beginning; thence S25°11'09"E, a distance of 94.65 feet to a point on the Northeasterly line of the above permanent easement; thence S43°39'54"E along the Northeasterly line of the permanent easement, a distance of 611.98 feet to a point on the Southerly property line of said tract; thence S78°08'33"E, a distance of 53.00 feet to a point; thence N43°39'54"W, a distance of 545.42 feet to the Point of Beginning and said temporary easement contains 20,361 S.F. more or less.