

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CITY OF OMAHA, a Municipal Corporation of the State of Nebraska, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 265 of Douglas County, Nebraska, Grantee, its successors and assigns, a PERPETUAL EASEMENT for the construction, operation, maintenance, repair, renewal, reconstruction and relocation of a sanitary sewer upon and along the following described parcel of land in Douglas County, Nebraska, to-wit:

- A. A 10 foot wide permanent sewer easement 5 feet on both sides of the following described centerline of Section 6, Township 15N, Range 12E of the 6th P.M., in Douglas County, Nebraska; said centerline being more particularly described as follows:

Commencing at the southwest corner of said Section 6; thence S89°38'59"W, (assumed bearing) along the South line of said Section 6, a distance of 160.00 feet; thence N00°04'05"E, a distance of 282.99 feet to the Point of Beginning; thence N00°04'05"E, a distance of 612.85 feet; thence N21°54'52"W, a distance of 3227.34 feet; thence N04°51'47"W, a distance of 1332.71 feet to the Point of Termination, said point being 33.00 feet South of the Northerly section line of said Section. (See Exhibit B).

- B. A 10 foot wide permanent sewer easement 5 feet on both sides of the following described centerline in the SE 1/4, Section 31, Township 16N, Range 12E of the 6th P.M., in Douglas County, Nebraska; said reference line being more particularly described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence N89°59'44"W, (assumed bearing), along the south line of said 1/4 Section, a distance of 1494.57 feet; thence N04°51'47"W, a distance of 33.11 feet to the Point of Beginning; thence N04°51'47"W, a distance of 2528.24 feet; thence N80°46'52"W, a distance of 369.82 feet; thence S89°54'52"W, a distance of 535.01 feet to the Point of Termination; said point being 35.00 feet South of the NW corner of said 1/4 Section. (See Exhibit C).

Unless construction of proposed sanitary sewer, for which contemplated construction this easement is given, shall have been commenced within two (2) years from date of this instrument, this easement shall be null and void and full title to the land described herein shall revert to the City of Omaha together with the right of ingress and egress to and from the above-described parcel of land and adjacent lands of the Grantor for the purpose of exercising the rights herein granted.

The area disturbed under this easement will be graded and seeded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

PERMANENT EASEMENT  
PAGE 2

Grantee herein agrees to carry the necessary liability insurance coverage so as to indemnify the Grantor for any damages that might accrue and claims against Grantor during the term of this easement.

The Grantee herein agrees that the Grantor, the City of Omaha, shall have the right, at the expense of the City of Omaha, to make any and all connections into the sanitary sewer system of the Grantee so as to facilitate the use of said sanitary sewer system by the City of Omaha.

The Grantee further agrees that as a consideration for the granting of this easement said Grantee will, at its expense, construct a storm sewer of sufficient size to carry runoff water from the Sanitary and Improvement District No. 265 development known as Winchester Heights sub-division located west of Tranquillity Park and north of Fort Street, said storm sewer to be of a size and at a location approved in writing by both the Public Works and Public Property Departments of the City of Omaha.

It is further understood and agreed that such storm sewer shall be completed within one year from the date of the granting of this easement and that the City of Omaha will grant further easement to the Grantee herein sufficient to enable the construction of such storm sewer across Tranquillity Park.

IN WITNESS WHEREOF, said City of Omaha has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed this 17th day of January, 1974.

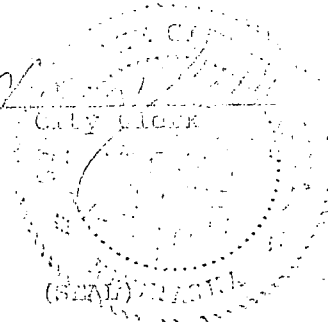
In Presence of:

CITY OF OMAHA

By

*[Handwritten Signature]*

ATTEST:

*[Handwritten Signature]*  
City Clerk  
  
(SEAL) CLERK

APPROVED AS TO FORM:

*[Handwritten Signature]*  
Assistant City Attorney

EXHIBIT "B"

PERMANENT EASEMENT  
S.G.I.D. No. 265  
DOUGLAS COUNTY, NEBRASKA

Northerly Section Line 2 E FORT ST. 7

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Point of Termination

33.00'

532.71'

N 04° 51' 47" W

5'

5'

10'

Permanent Sewer & Drainage Easement

Sec 6-15-12

3227.31'

N 21° 54' 52" W

Permanent Sewer & Drainage Easement

3227.31'

N 21° 54' 52" W

Permanent Sewer & Drainage Easement

3227.31'

N 21° 54' 52" W

Permanent Sewer & Drainage Easement

3227.31'

N 21° 54' 52" W

N 00° 04' 05" E

222.99'

N 00° 04' 05" E

272.25'

Commencing at Southeast Cor. Sec. 6-15-12

E MAPLE ST. 7

South Line 2

S 80° 50' 50" W

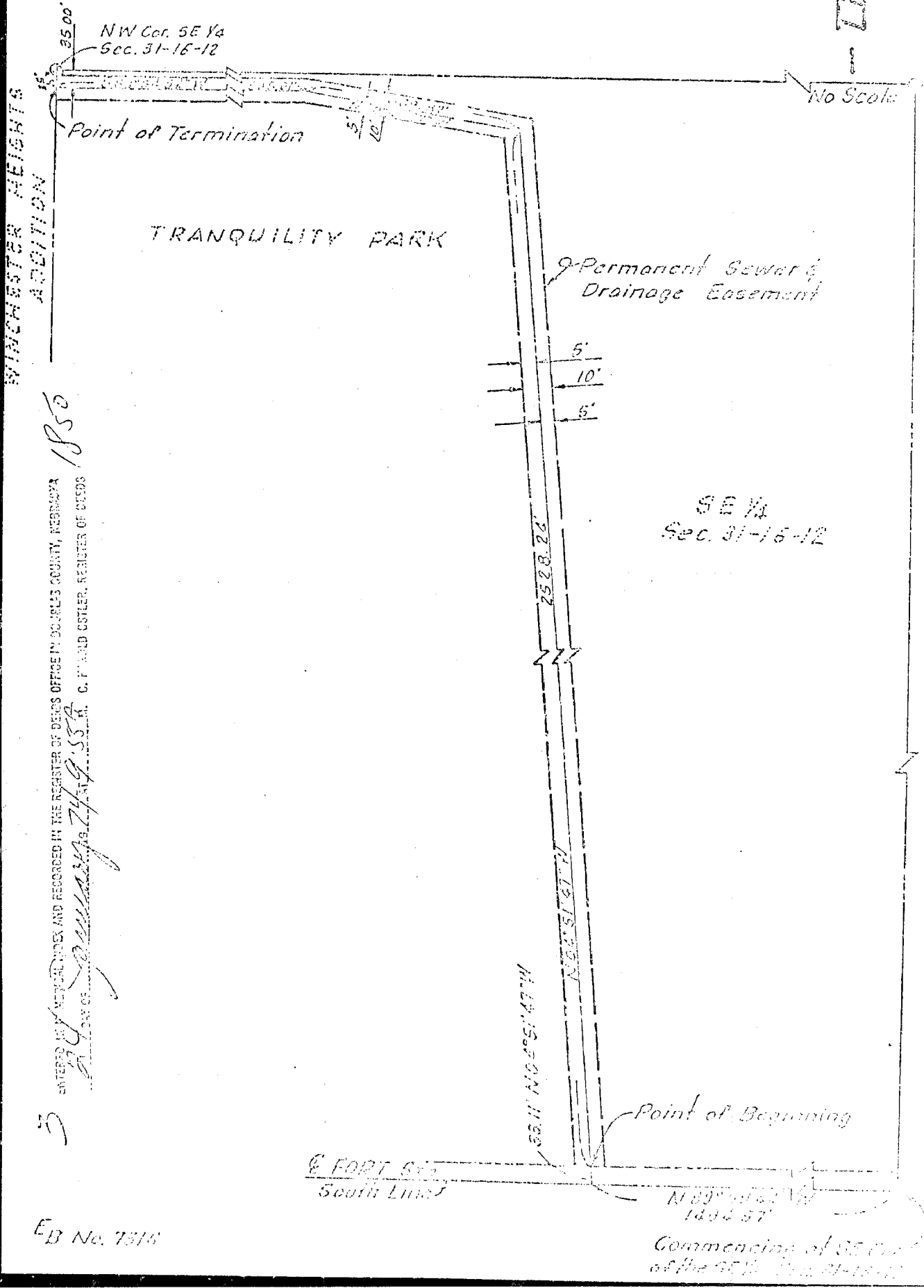
160.00'



No Scale

# EXHIBIT "C"

## PERMANENT EASEMENT S. B. I. D. No. 265 DOUGLAS COUNTY, NEBRASKA



3 ENTERED IN METRIC INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 BY C. F. AND C. STEER, REGISTER OF DEEDS  
 AT LAW OF  
 J. J. GANNON 7/19/55  
 1850

ED No. 7315

E FORT ST. South Line

Commencing at SE Cor. of the SE 1/4 Sec. 31-16-12

SE of US

THIS INDENTURE, made this 15th day of January, 1972, between CITY OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 265 of Douglas County, Nebraska, hereinafter referred to as "Grantee",

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does or do hereby grant and confirm unto said Grantee, and its assigns, the right to use the parcel of land described as follows, to-wit:

- A. A 50 foot wide temporary construction easement 25 feet on both sides of the following described centerline in Section 6, Township 15N, Range 12E of the 6th P.M., said section being in Douglas County, Nebraska, said centerline being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence S89°38'59"W, (assumed bearing), along the south line of said Section 6, a distance of 160.00 feet; thence N00°04'05"E, a distance of 282.99 feet to the Point of Beginning; thence N00°04'05"E, a distance of 612.85 feet; thence N21°54'52"W, a distance of 3227.34 feet; thence N04°51'47"W, a distance of 1332.71 feet to a point of termination; said point being 33 feet South of the Northerly section line of said Section 6. (See Exhibit B).

- B. A 50 foot wide temporary construction easement 25 feet on both sides of the following described centerline in the SE 1/4, Section 31, Township 16N, Range 12E of the 6th P.M., in Douglas County, Nebraska, said centerline being more particularly described as follows:

Commencing at the SE corner of said Section 31, thence N89°59'44"W, (assumed bearing), a distance of 1494.57 feet; thence N04°51'47"W, a distance of 33.11 feet to the Point of Beginning; thence N04°51'47"W, 2528.24 feet; thence N80°46'52"W, a distance of 369.82 feet; thence S89°54'52"W, a distance of 535.01 feet to the Point of Termination; said point being 35 feet South of the NW corner of said 1/4 Section. (See Exhibit C).

Unless construction of proposed sanitary sewer, for which contemplated construction this easement is given, shall have been commenced within two (2) years from date of this instrument, this easement shall be null and void and full title to land described herein shall revert to the City of Omaha.

This easement runs with the land and terminates 30 days after the improvement is completed.

The area disturbed under this easement will be graded and seeded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Grantee herein agrees to carry the necessary liability insurance coverage so as to indemnify the Grantor for any damages that might accrue and claims against Grantor during the term of this easement.

IN WITNESS WHEREOF, said City of Omaha has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed this 17th day of January, 1972.

In Presence of:

CITY OF OMAHA,  
By [Signature]  
Mayor

[Signature]  
City Clerk  
(SEAL)

APPROVED AS TO FORM:  
[Signature]

alc  
SE Cor  
-16-12

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EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT  
S. & I.D. No. 265  
DOUGLAS COUNTY NEBRASKA

SEC. 6-15-12

Point of Termination

Temporary Construction Easement

25'

25'

50'

222.35'

N 21° 54' 57" W

2000' 205"

232' 0"

Point of Beginning

Surveyed for  
Sec. 6-15-12  
Construction

Exp. No. 2410

to MAPLE 61  
South Line

589' 30" 50"

100'

No. 50

25. Co

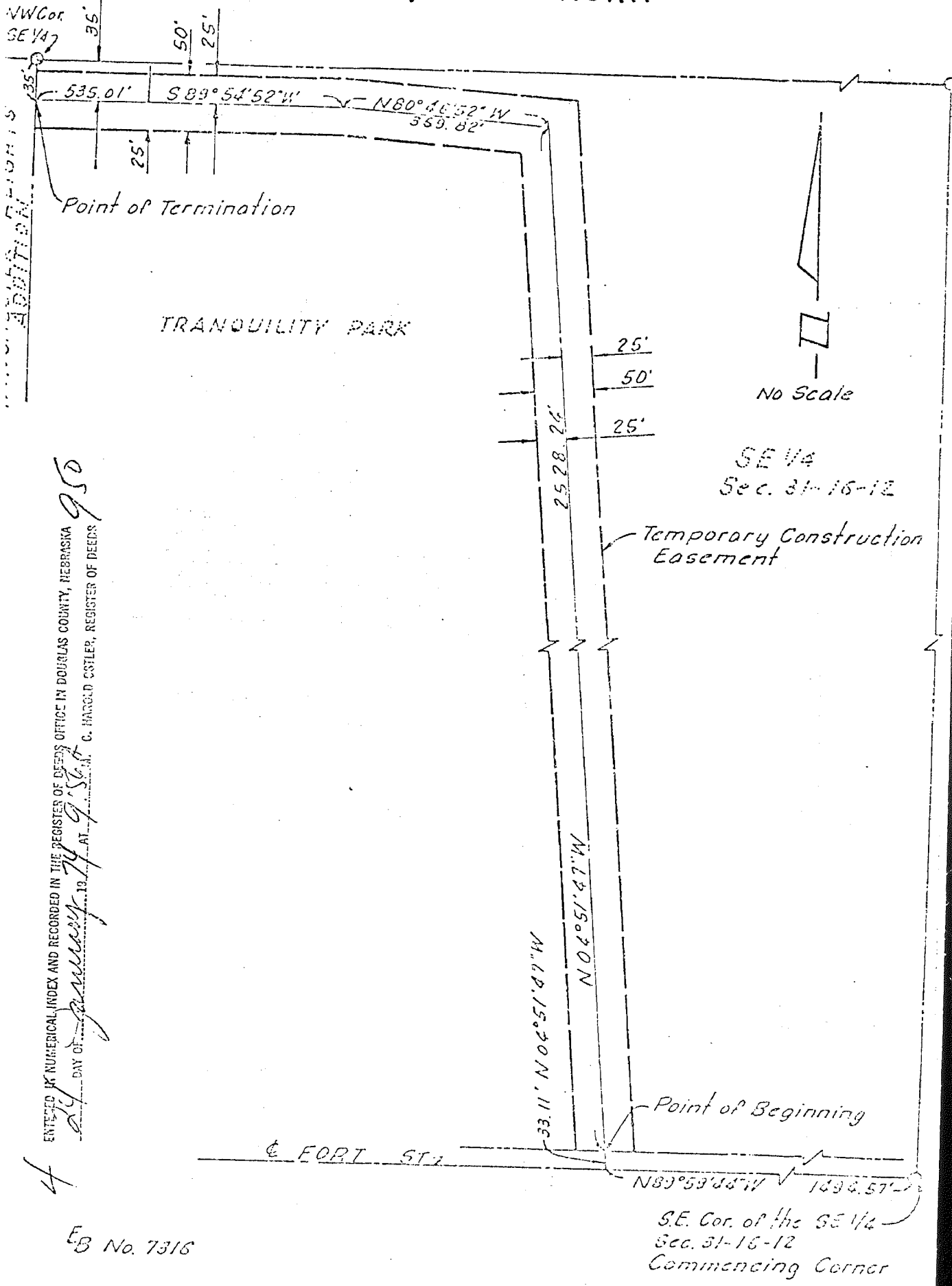
EXHIBIT "C"

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TEMPORARY CONSTRUCTION EASEMENT

S. & I. D. No. 265

DOUGLAS COUNTY, NEBRASKA



ADDITION

4  
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 DAY OF January 1974 AT 9:30 A.M.  
950  
 C. HAROLD COSTLER, REGISTER OF DEEDS

EB No. 7316