

CITY OF OMAHA

6-15-12

BOOK

523

PAGE 199

COUNCIL CHAMBER

Omaha, Nebr. May 29 1973

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Sanitary and Improvement District No. 219 of Douglas County Nebraska has requested a 50' temporary construction easement and a 10' permanent easement across the southwest part of Tranquility Park extending from property owned by S.I.D. No. 219 on the west to sanitary sewer located on West Maple Road for the construction of a sanitary sewer; and,

WHEREAS, if granted such easement, S.I.D. No. 219 will allow the City of Omaha at any time to make such connections as the City may desire to said sanitary sewer so to be constructed; and,

WHEREAS, in the absence of such construction, the City of Omaha would be put to substantial expense for the construction of sanitary sewer lines from the Maple Road to locations in Tranquility Park where sanitary sewer service will be necessary in the future as Tranquility Park is developed; and,

WHEREAS, the granting of such easements and the construction of said sewer by S.I.D. No. 219 will therefore be of definite advantage to the City of Omaha; and,

WHEREAS, no damage will be caused because restoration of area under said easement by grading and seeding will be done by S.I.D. No. 219 after completion of construction of such sanitary sewer; and,

WHEREAS, by negotiations the location of said sanitary sewer has been placed where such construction would not interfere with plans for the development of Tranquility Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Mayor and City Clerk are hereby authorized to execute easement to Sanitary and Improvement District No. 219 of Douglas County for such sanitary sewer and temporary construction easement for the construction of said sewer, copies of which easements are attached hereto, as well as map marked Exhibit "A" showing exact location where said sanitary sewer will be constructed.

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By [Signature] Councilman

Adopted MAY 29 1973

[Signature] City Clerk

Approved [Signature] Mayor

Official seal of the City of Omaha with text: 'I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.' Includes date stamp 'MAY 29 1973' and signature of City Clerk.

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. 219 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 10.0 foot wide Permanent Sanitary Sewer Easement in the East $\frac{1}{4}$ of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, the center-line of which is described as follows: Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence N $0^{\circ} 16' 36''$ E (assumed bearing) on the West line of said Southeast $\frac{1}{4}$, 148.0 feet; thence N $89^{\circ} 40' 40''$ E on a line 148.0 feet North of and parallel to the South line of said Southeast $\frac{1}{4}$, 1157.00 feet; thence N $83^{\circ} 25' 00''$ E, 350.00 feet to a point 186.17 feet North of the South line of said Southeast $\frac{1}{4}$, said point being the point of beginning; thence N $11^{\circ} 43' 22''$ W, 348.62 feet; thence N $00^{\circ} 46' 56''$ E, 455.60 feet; thence N $4^{\circ} 45' 54''$ W, 270.20 feet; thence N $00^{\circ} 45' 04''$ W, 955.70 feet; thence N $49^{\circ} 45' 24''$ W, 670.80 feet; thence N $38^{\circ} 45' 04''$ W, 491.70 feet; thence N $75^{\circ} 38' 34''$ W, 572.70 feet; thence N $3^{\circ} 53' 34''$ W, 216.80 feet to a point on the West line of the East $\frac{1}{4}$ of said Section 6, said line also being the East line of Lot 8, Park View Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Unless construction of proposed sanitary sewer for which contemplated construction this easement is given, shall have been commenced within three 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.

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.

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 30th day of May, 1973.

In Presence of:

CITY OF OMAHA

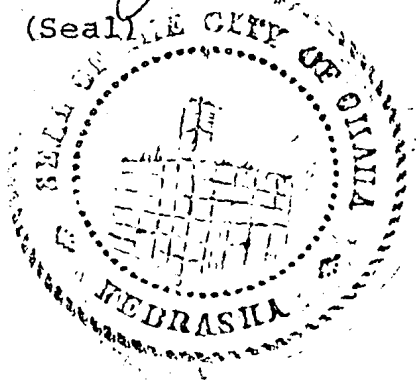
By *Edmund Sawyer*
Mayor

ATTEST:

Mary Gallagher Roswell
City Clerk

APPROVED AS TO FORM:

Frank M. Torice
ASST. CITY ATTORNEY



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 29th day of May, 1973, between CITY OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 219 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 50 foot wide Temporary Construction Easement in the East 1/4 of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, the center-line of which is described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 6; thence N 0° 16' 36" E (assumed bearing) on the West line of said Southeast 1/4, 148.0 feet; thence N 89° 40' 40" E on a line 148.0 feet North of and parallel to the South line of said Southeast 1/4, 1157.00 feet; thence N 83° 25' 00" E, 350.00 feet to a point 186.17 feet North of the South line of said Southeast 1/4, said point being the point of beginning; thence N 11° 43' 22" W, 348.62 feet; thence N 00° 46' 56" E, 455.60 feet; thence N 4° 45' 54" W, 270.20 feet; thence N 00° 45' 04" W, 955.70 feet; thence N 49° 45' 24" W, 670.80 feet; thence N 38° 45' 04" W, 491.70 feet; thence N 75° 38' 34" W, 572.70 feet; thence N 3° 53' 34" W, 216.80 feet to a point on the West line of the East 1/4 of said Section 6, said line also being the East line of Lot 8, Park View Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Unless construction of proposed sanitary sewer, for which contemplated construction this easement is given, shall have been commenced within three (3) 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 90 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 30th day of May, 1973.

In Presence of: CITY OF OMAHA

By Edmund [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

(Seal)

APPROVED AS TO FORM:

[Signature]

ASST. CITY ATTORNEY

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
1973 MAY 10 10:39 AM C. HAROLD OSILER, REGISTER OF DEEDS