

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
\$5 18, 2023 AGENDA**

Subject:	Type:	Submitted By:
Approve Resolution No. R23-0063 Permanent Outfall Sewer Dedication SID 360 (Schram 108)	Resolution <i>R23-0063</i>	Alex Evans City Engineer

SYNOPSIS:

This resolution, if approved, will authorize the execution of all necessary paperwork for dedication of the permanent easement required for the proposed outfall sewer improvements from SID 360 (Schram 108) through City-owned Tax Lot TL1A1.

FISCAL IMPACT:

No impact

RECOMMENDATION:

Approval.

BACKGROUND:

To provide the necessary outfall sewer service to the Schram 108 S.I.D. 360 development, outfall sewer construction is required through City-owned Tax Lot TL1A1 which is adjacent to the existing Walnut Creek RV Campgrounds. The existing outfall sewer is part of the Walnut Creek Outfall sewer system. The proposed outfall sewer connection will require a permanent easement on City-owned property. This new section of outfall will be owned and maintained by SID 360 until the SID is annexed by the City. The Mayor and Papillion City Council approved the Preliminary Plat (R21-0076) on May 4, 2021 and the Final Plat (R21-0239) on December 21, 2021.

ATTACHMENTS:

- | | |
|----------------------------|---------|
| 1. Resolution No. R23-0063 | 2 Page |
| 2. Easement Document | 5 Pages |

RESOLUTION NO. R23-0063

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that they hereby authorize the execution of all the necessary paperwork for dedication of the permanent sewer easement required for the proposed outfall sewer improvements from Schram 108 S.I.D. 360 through City owned City owned Tax Lot TL1A1.

PASSED AND APPROVED THIS __ DAY OF _____ :, 2023.

CITY OF PAPIILLION

David P. Black, Mayor

ATTEST:

Nicole Brown
City Clerk

(SEAL)

Return to:

Mark B. Johnson
Fullenkamp, Jobeun, Johnson & Beller, LLP
11440 W. Center Road, Suite C
Omaha, NE 68144

{Space above for recording information}

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the **CITY OF PAPIILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of **ten (\$10.00) dollars** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 360 OF SARPY COUNTY, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as the "GRANTEE", and to its successors and assigns, a permanent, perpetual Sanitary Sewer Easement for the right to construct, maintain, operate and replace an outfall sanitary sewer line, facilities and related appurtenances (the "Facilities") thereto over, under, and through the portions of the parcel of land respectively described and depicted on Exhibit "A" attached hereto and incorporated herein (collectively the "Easement Area").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

Section 1. Grant of Easement. Grantor, for itself, its successors and assigns, hereby grants and declares, for the benefit of Grantee, its licensees, successors and assigns, a perpetual, non-exclusive easement to access the Easement Area for the purpose of using, maintaining, repairing and replacing the Facilities, subject to the terms and conditions of this Easement.

Section 2. Improvements. No buildings, improvements, structures or other impediments which would materially, adversely affect the use or enjoyment of the rights granted herein shall be placed in, on, over or across those portions of the Easement Area on or within which the Facilities are situated during the term of this Easement.

Section 3. Maintenance and Restoration of Easement Areas. Grantee shall be responsible for the maintenance, repair and replacement of the Facilities placed in the Easement Area, and Grantee shall expeditiously perform any such repair, maintenance or replacement required to maintain the Facilities in proper working order during the term of this Easement. Grantee covenants and agrees to use commercially reasonable efforts to not interfere with or disturb Grantor's use of the Grantor's Property while exercising its rights under this Easement. Grantee agrees to return the Easement Area to the condition which existed prior to Grantee's repair, replacement or maintenance of the Facilities in the Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such activities by Grantee.

Section 4. Binding Upon Property. The easements, restrictions, rights and obligations created pursuant to the terms of this Easement shall run with the land and be binding upon the Easement Area, including future subdivisions and/or reconfigurations of such property, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

Section 5. Title. Grantor confirms with Grantee and its assigns that Grantor is seized in fee of the Easement Area and that it has the right to grant and convey the easement and rights granted herein.

Section 7. Governing Law. This Easement will be governed by and construed in accordance with the procedural and substantive laws of the State of Nebraska.

Section 8. Severability. If any provision of this Easement or the application of this Easement to any party to this Easement or any other person is held to be invalid, void or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity or illegality.

Section 9. Authority. Each person executing this Easement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Easement is being executed.

Section 10. Amendments. This Easement may be amended only by a recordable written instrument properly executed and notarized on behalf of Grantor and Grantee or their respective successors and assigns.

Section 11. Counterparts. The Easement may be executed in any number of counterparts, whether by original, copy or telecopy signature, and each counterpart of this Easement so executed shall, taken together, comprise one and the same original document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this ___ day of _____, 2023.

GRANTOR:

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown, City Clerk

By _____
David P. Black, Mayor

CITY SEAL

GRANTEE:

**SANITARY AND IMPROVEMENT DISTRICT
NO. 360 OF SARPY COUNTY, NEBRASKA**

By: 
Chad Larsen, Chairman

ATTEST:


By: 
Loren Johnson, Clerk

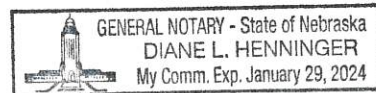
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 27 day of March, 2023, before me, a Notary Public in and for said County, personally came Chad Larsen, the Chairman of Sanitary and Improvement District No. 360 of Sarpy County, Nebraska, and Loren Johnson, the Clerk of Sanitary and Improvement District No. 360 of Sarpy County, Nebraska, each known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such Chairman and the voluntary act and deed of said sanitary and improvement district.

WITNESS my hand and Notarial Seal the day and year last above written.

[Seal]


NOTARY PUBLIC



EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT 20.00 FEET WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF TAX LOT 1A1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;
 BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT A, THE RESERVE AT SCHRAM POINT, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;
 THENCE NORTH 00°00'41" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF SCHRAM 108) FOR 392.12 FEET ON THE EAST LINE OF SAID OUTLOT A;
 THENCE NORTH 44°54'41" EAST FOR 117.88 FEET;
 THENCE NORTH 13°33'54" WEST FOR 15.56 FEET;
 THENCE NORTH 76°26'06" EAST FOR 20.00 FEET;
 THENCE SOUTH 13°33'54" EAST FOR 26.75 FEET;
 THENCE SOUTH 44°54'41" WEST FOR 120.81 FEET;
 THENCE SOUTH 00°00'41" WEST FOR 383.84 FEET TO THE NORTH RIGHT OF WAY LINE OF SCHRAM ROAD;
 THENCE NORTH 89°57'52" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING.
 CONTAINS 10,569 SQUARE FEET.

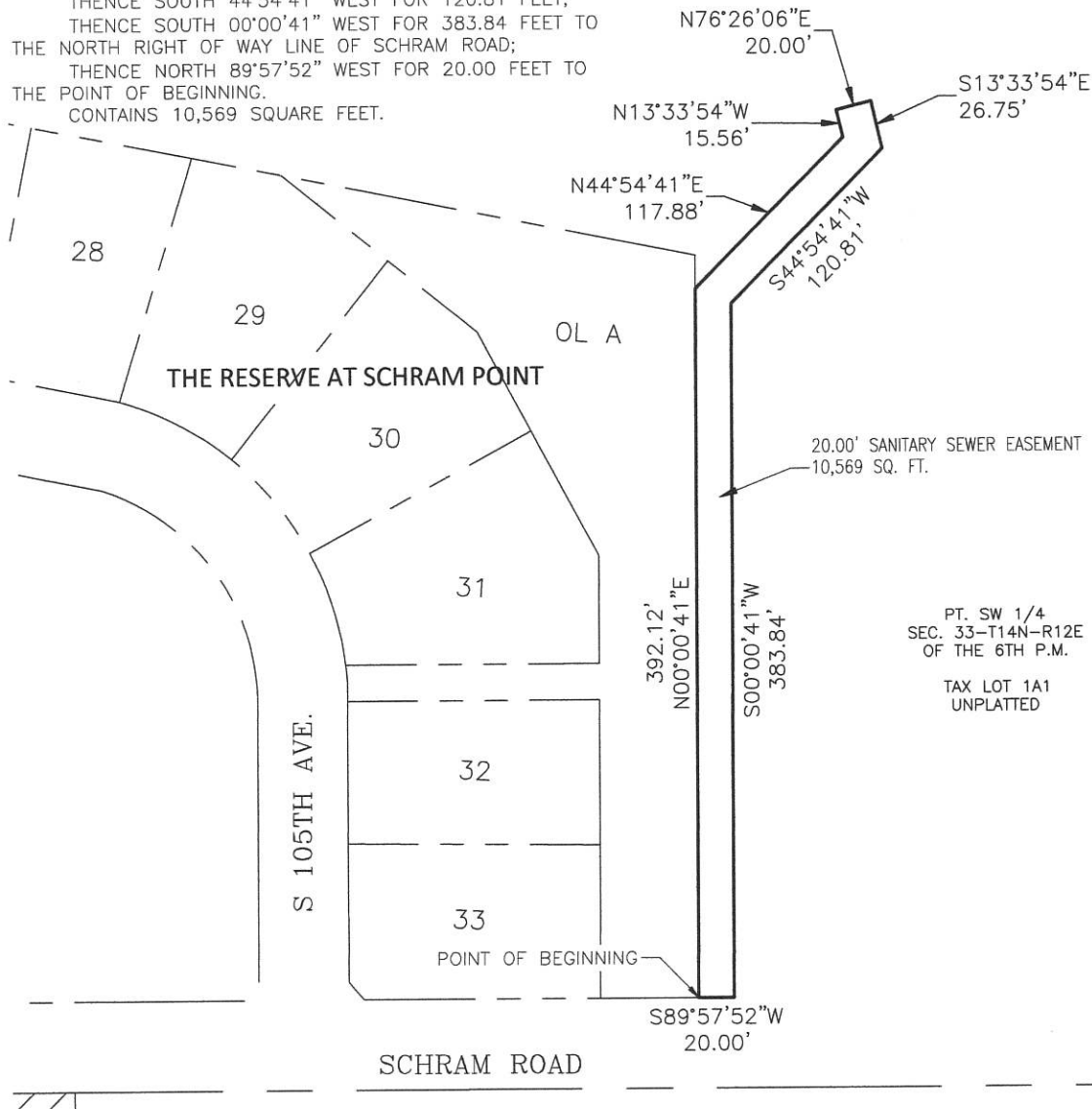


0 100

SCALE: 1" = 100'
 U.S. SURVEY FEET

LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE



PT. SW 1/4
 SEC. 33-T14N-R12E
 OF THE 6TH P.M.

TAX LOT 1A1
 UNPLATTED

L:\Engineering\0120163 Schram and 108th Csubdiv\SURVEY\DRAWINGS\SHEETS\0120163-EXH-06-PERM.dwg, 6/7/2022 11:33:19 AM, RACHEL RENNECKER, LAMP RYNEARSON

**LAMP
 RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
 14710 W. DODGE RD. STE. 100 (402)496.2498
 FORT COLLINS, COLORADO
 4715 INNOVATION DR. STE. 100 (970)226.0342
 KANSAS CITY, MISSOURI
 9001 STATE LINE RD. STE. 200 (816)361.0440

DESIGNER / DRAFTER

RER

REVIEWER

TODD L. WHITFIELD

PROJECT NUMBER

0120163.11-033

DATE

6/3/2022

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
 EXHIBIT