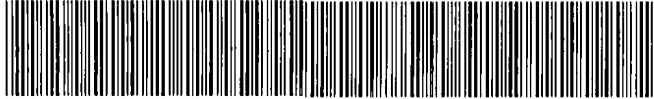




MISC 2014062595



AUG 13 2014 09:57 P 5

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IND 802 SCAN PRF CP

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/13/2014 09:57:10.23



2014062595

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

Public Works Dept.
1819 Fannom Str

CHECK NUMBER

Charge

Return:

Public Works Department
Right-of-Way Section, Suite 604
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT 168th and Dodge L.P., a Nebraska limited partnership, hereinafter referred to as "Grantor" for and in consideration of the sum of One (\$1.00) Dollar and Other Good and Valuable Consideration, 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 "Grantees", and to their successors and assigns, an easement for the right to utilize the following described property for the public benefit to be used as a sidewalk and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

That property described on the attached **EXHIBIT A** incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantees, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting or using said sidewalk at the will of Grantees. The Grantor may, following construction of said sidewalk, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantees to use the same for the purposes herein expressed. The Grantor will install sidewalks conforming to City of Omaha Specifications and provide maintenance to the City of Omaha Standards.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no 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 Grantees. Improvements which may be approved by Grantees include landscaping or road, street or parking area surfacing or pavement. These improvements and any grass or shrubbery placed on said easements shall be maintained by Grantor, its heirs, successors or assigns.

2. The Grantor will replace or rebuild any and all damage to the sidewalk or other improvements, which may include landscaping, caused by Grantee operating said sidewalk.

3. This easement is also for the benefit of any contractor, agent, employee or representative of Grantees and any of said construction and work. This easement is also for the benefit of any utility company to place its facilities within the easement area, providing the said facilities do not interfere with the use as a public sidewalk.

4. The Grantee may also place electrical components and detection loops as maybe necessary for any traffic signal facities, beneath the surface of the sidewalk.

5. That said Grantor for itself and its heirs, executors and administrators does confirm with the said Grantees and their 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 and its heirs, executors, and administrators shall warrant and defend this easement to the said Grantees and their assigns against the lawful claims and demands of all person. This easement runs with the land.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable between Grantor and Grantees, or their agents, and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantees or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has set its hand this 9 day of June, 2014.

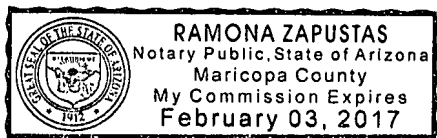
168th and Dodge L.P., a Nebraska limited partnership

By: [Signature]
Michael L. Ebert, Authorized Signatory

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 9 day of June, 2014, before me, the undersigned, a Notary Public in and for said County and State, came Michael L. Ebert, Authorized Signatory of 168th and Dodge L.P., a Nebraska limited partnership, to me personally known to be the Authorized Signatory of said limited partnership and the identical person who executed the above Easement and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said limited partnership.

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



[Signature]
Notary Public

CITY OF OMAHA, a Municipal Corporation

ATTEST:

[Signature]
Buster Brown
City Clerk, City of Omaha

By [Signature] 8-7-14
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

IMPRINTED SEAL

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 7th day of August, 2014, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation. WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

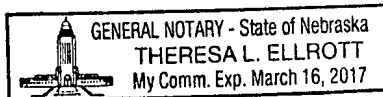


Theresa L. Ellrott

NOTARY PUBLIC

On this 7th day of August, 2014, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation. WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Theresa L. Ellrott

NOTARY PUBLIC

USER: jfeik

DWG: F:\Projects\014-1198\LDVP\Exhibits\2014-06-18_Public Sidewalk Easement.dwg

DATE: Jul 02, 2014 11:49am XREFS: 41198_PESMT 41198_XBASE



1" = 20'

N. 174TH STREET

CHICAGO STREET

POINT OF BEGINNING

S88°23'53"E 124.46'

S0°40'59"W 5.19'

S88°23'53"E 50.14'

POINT OF COMMENCEMENT

N0°40'59"E 5.99'

N89°19'01"W 50.13'

LOT 5

3.59 AC.

VILLAGE POINTE

LEGAL DESCRIPTION

A SIDEWALK EASEMENT LOCATED IN LOT 5, VILLAGE POINTE, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, VILLAGE POINTE, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF CHICAGO STREET; THENCE ON SAID SOUTH RIGHT OF WAY LINE, S88°23'53"E, 124.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, S88°23'53"E, 50.14 FEET; THENCE S00°40'59"W, 5.19 FEET; THENCE N89°19'01"W, 50.13 FEET; THENCE N00°40'59"E, 5.99 FEET TO THE POINT OF BEGINNING.

SAID SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 280.20 SQ. FT. MORE OR LESS.

PROJECT NO: 014-1198

DRAWN BY: ALB

DATE: 07/02/2014

LOT 5

VILLAGE POINTE

PUBLIC SIDEWALK EASEMENT

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

A