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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
1/22/2008 08:41:03.31



2008005578

### PERMANENT EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska, herein known as CITY, in consideration of the sum of One and no/100 dollar (\$1.00) in hand paid, does hereby grant, bargain, sell, convey, and confirm for unto **Energy Systems Company**, a Nebraska Corporation, hereinafter referred to "Grantee", and to its successors and assigns, a permanent easement for the right to construct, maintain and operate energy transmission facilities including pipes and pipelines, manholes and valve vaults for the transmission of thermal energy and signals of all kinds, conduits, wires and cables and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

#### SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said energy transmission facilities at the will of the GRANTEE. The CITY may, following construction of said facilities continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

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 CITY, its successors and assigns without express approval of the GRANTEE. Improvements that may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by CITY, its successors or assigns.
- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said energy facilities.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction or maintenance work.
- 4) That GRANTEE shall cause any trench or other excavation made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said CITY for itself and its successors and assigns does confirm with the said GRANTEE and its assigns, that the CITY has not knowingly conveyed any conflicting interest in the above described property and that it has the right to grant and convey this permanent easement in the manner and form aforesaid. This permanent energy transmission facilities easement runs with the land.
- 6) That said permanent easement is granted upon the condition that the GRANTEE may 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.
- 7) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the CITY and the GRANTEE or its agents.

IN WITNESS WHEREOF, the CITY OF OMAHA, A Municipal Corporation, has caused these presents to be executed by its Mayor and its Corporate Seal to be affixed hereto this 17<sup>th</sup> day of January, 2008.

(Corporate Seal)

THE CITY OF OMAHA,  
A Municipal Corporation

By [Signature]  
ACTING MAYOR

Public Works Department  
Right-of-Way Section, Suite 604  
Omaha/Douglas Civic Center  
2819 Farnam Street  
Omaha, Nebraska 68183

← Return to



## EASEMENT EXHIBIT

### LEGAL DESCRIPTION

A permanent thirty foot (30') strip easement over Lot 1, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of which is described as follows.

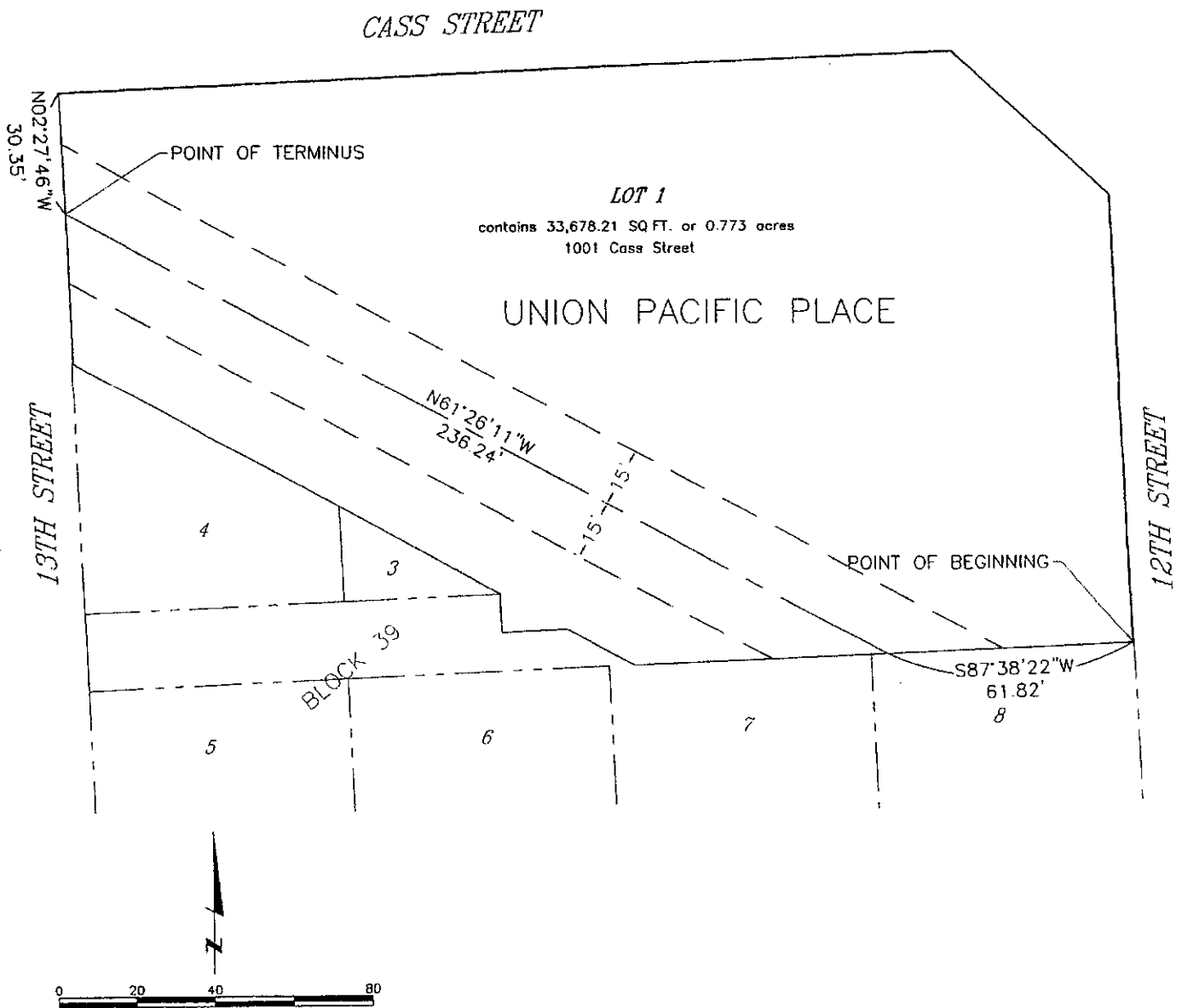
Commencing that the southeast corner of said Lot 1,

Thence South 87°38'22" West (bearings referenced to the Final Plat of said UNION PACIFIC PLACE) for 61.82 feet along the south line of said Lot 1 to the TRUE POINT OF BEGINNING on the centerline of said thirty foot easement,

Thence North 61°26'11" West for 236.24 feet along said centerline to the Point of Terminus in the west line of said Lot 1,

Said point falls South 02°27'46" East for 30.35 feet along the west line of said Lot 1 from the northwest corner thereof

Contains 7087 square feet



Lamp, Rynearson & Associates, Inc.

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