



MISC 2017016030



MAR 01 2017 15:49 P 6

Fee amount: 40.00  
FB: 07-05690  
COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/01/2017 15:49:45.00



2017016030

### **PERMANENT TRAFFIC SIGNAL EASEMENT**

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, CAPITOL PLACE LLC (hereinafter called "Grantor"), hereby grants and conveys to the City of Omaha, Nebraska, a municipal corporation, its successors and assigns, (hereinafter called "City"), a permanent right-of-way easement to survey, construct, reconstruct, relocate, add to, maintain and operate a traffic signal pole and other public improvements, as may be required on the following described real estate:

### **SEE ATTACHED EXHIBIT "A" PERMANENT EASEMENT LEGAL DESCRIPTION**

#### **CONDITIONS:**

The City shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

Grantor may enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the City, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, or other property to remain or be placed upon the Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval of the City, which approval shall not be unreasonably withheld.

The City of Omaha agrees to release the easement upon request from the Grantor, after the signal facilities have been relocated.

- 6) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 7) That said permanent sewer easement is granted upon the condition that the CITY 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.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein:

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this 24<sup>th</sup> Day of February, 2017.

**CAPITOL PLACE LLC**

(Name of Corporation)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

(Sign)

(Sign)

(Title)

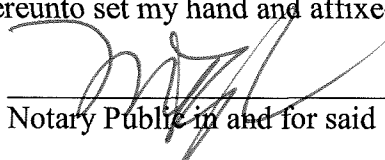
(Title)

(Corporate Seal)

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

On this 24<sup>th</sup> day of February, 2017, before me, appeared Rodrigo López, Chairman of AmeriSphere Companies, LLC, the sole member of AmeriSphere Properties, LLC, a member of Capitol Place, LLC, a Nebraska limited liability company known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be its voluntary act and deed on behalf of said limited liability company.

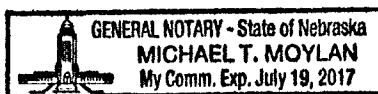
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

  
\_\_\_\_\_  
Notary Public in and for said County and State

Print Notary's Name: Michael T. Moylan

My Commission Expires:

7-19-2017



**CITY OF OMAHA, a Municipal Corporation**

ATTEST:

Buster Brown 2/23/2017

Buster Brown, City Clerk, City of Omaha

By Jean Stothert 2/23/2017

Jean Stothert, Mayor, City of Omaha

APPROVED AS TO FORM:

Michelle Peters 2/23/2017

ASST CITY ATTORNEY

rep.

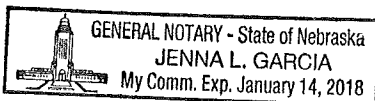
STATE OF NEBRASKA )

) SS

COUNTY OF DOUGLAS )

On this 23<sup>rd</sup> day of February, 2017, 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 her 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:

Jenna L. Garcia

NOTARY PUBLIC

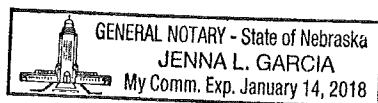
STATE OF NEBRASKA )

) SS

COUNTY OF DOUGLAS )

On this 23<sup>rd</sup> day of February, 2017, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha 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:

Jenna L. Garcia

NOTARY PUBLIC

