



MISC 2017017489



MAR 06 2017 17:06 P 6

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

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/06/2017 17:06:54.00



2017017489

This document is being re-recorded to correct incorrect page attachment in the original recording.

MISC 2017016031

Fee amount: 34.00
FB: 07-05690
COMP: MB

MAR 01 2017 15:49 P 5

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



**PERMANENT SEWER EASEMENT
(LIMITED LIABILITY COMPANY)**

KNOW ALL MEN BY THESE PRESENTS:

THAT **Capitol Place, LLC**, a Nebraska Limited Liability Company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, 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 "CITY," and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit

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

TO HAVE AND TO HOLD unto said CITY, 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 sewer at the will of the CITY. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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 GRANTOR, his heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) That CITY may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 5) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

- 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 24th Day of February, 2017.

CAPITOL PLACE LLC

(Name of Corporation)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

(Sign)

(Sign)

(Title)

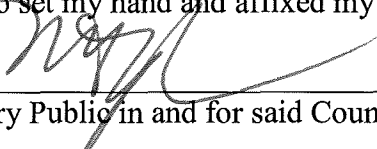
(Title)

(Corporate Seal)

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 24th 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.

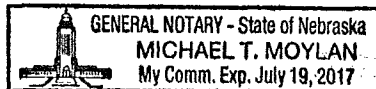


Notary Public in and for said County and State

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:

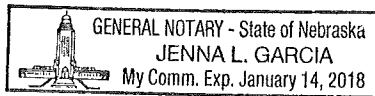
Michelle Peters 2/23/2017
ASST CITY ATTORNEY
rep.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of February, 20 17, 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

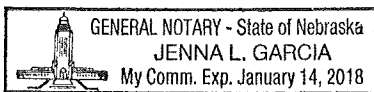
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of February, 20 17, 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

EXHIBIT A

LEGAL DESCRIPTION

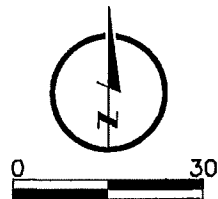
A PERMANENT SEWER EASEMENT OVER PART OF LOT 1, CAPITOL PLACE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A MAGNAIL AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 87°34'51" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF CAPITOL PLACE) FOR 40.00 FEET ON THE NORTH LINE OF SAID LOT 1;

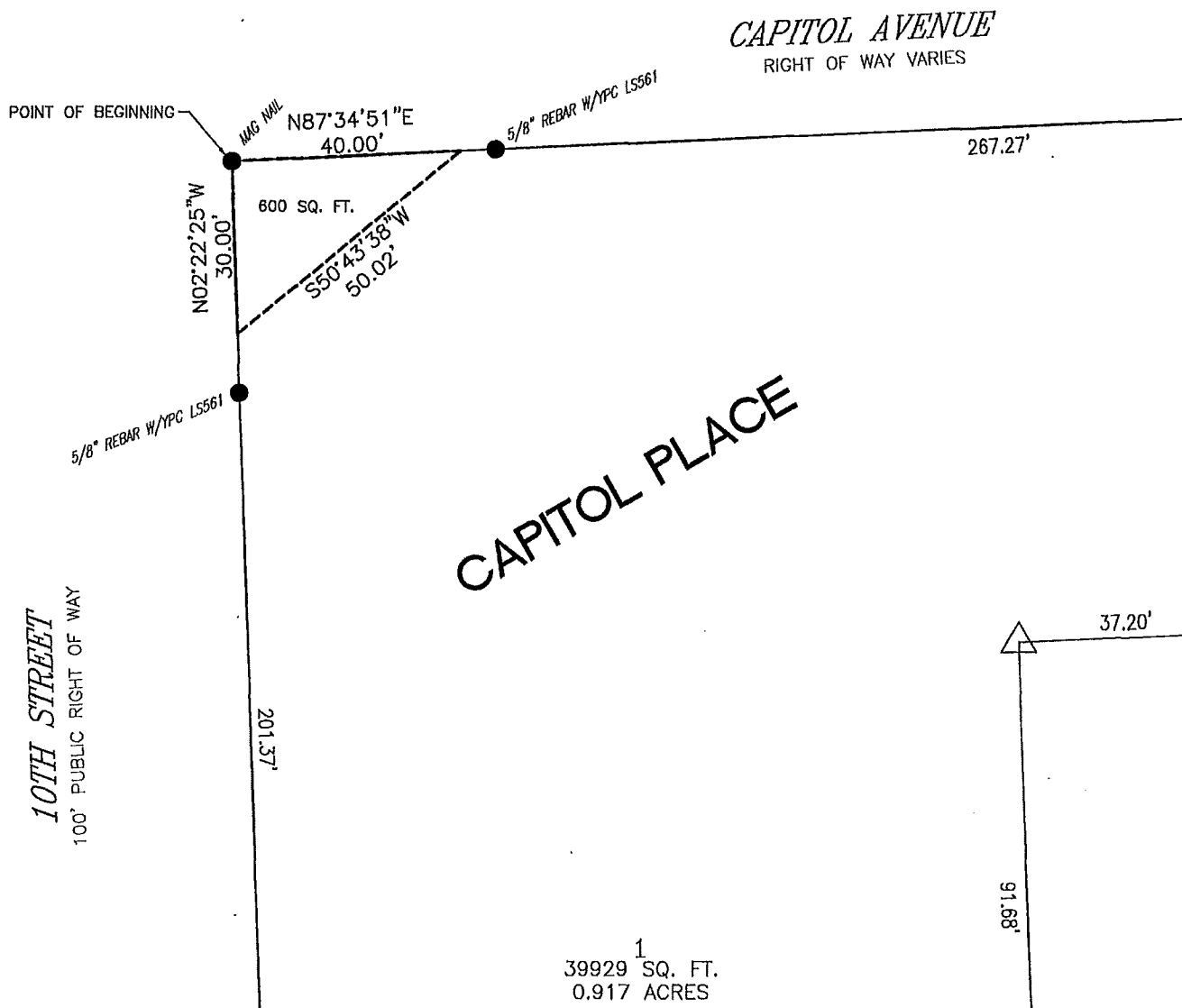
THENCE SOUTH 50°43'38" WEST FOR 50.02 FEET TO THE WEST LINE OF SAID LOT 1;

THENCE NORTH 02°22'25" WEST FOR 30.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 600 SQUARE FEET



LEGEND

- LOT LINE
- PROPOSED EASEMENT LINE
- CORNERS FOUND



**LAMP RYNEARSON
& ASSOCIATES**

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Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

DRAWN BY
RER

DESIGNED BY

REVIEWED BY
TLW

PROJECT - TASK NUMBER
0116139.01-004

DATE
2/3/17

BOOK AND PAGE
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