

MISC 2017019348



MAR 13 2017 16:08 P 8

Fee amount: 52.00
FB: OC-42369
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/13/2017 16:08:11.00



2017019348

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

When recorded return to:
City of Omaha, Nebraska
Public Works Department

General Services Division

R-O-W Section
(«ROW_Agent», R/W Agent)

FOR OFFICE USE ONLY	
Project:	«Proj_Name»
City Proj. No.:	«Proj_No»
Tract No.:	«Tract»
Address:	«Parcel_Address» Omaha, Nebraska «Mail Zip»

KNOW ALL MEN BY THESE PRESENTS:

THAT Tribedo, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of ten (\$10.00) dollars 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, certain permanent sewer easements in order to construct, maintain and operate a certain sewers (either for storm or sanitary purposes), drainage structures, and/or drainage ways, and appurtenances thereto, in, through, and under the parcels of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" PERMANENT SEWER EASEMENTS 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 sewers at the will of the CITY. The GRANTOR may, following construction of said sewers continue to use the surface of the easement areas 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 areas 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 easements shall be maintained by GRANTOR, their 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 sewers, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

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- 3) That CITY may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent sewer easements described above
- 4) This permanent sewer easements are 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 areas 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 these permanent sewer easements in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend the permanent sewer easements to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. The permanent sewer easements shall run with the land.
- 7) That said permanent sewer easements are 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) The CITY reserves the absolute right to terminate the permanent sewer easements at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 9) 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:

[signature page to follow]

CITY OF OMAHA, a Municipal Corporation

By: Jean Stothert
Jean Stothert, Mayor

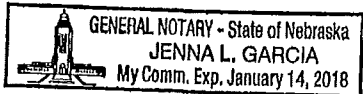
ATTEST: Buster Brown
Buster Brown, City Clerk

APPROVED AS TO FORM:
[Signature] A-7 3/10/17
Asst. City Attorney

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of March, 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.

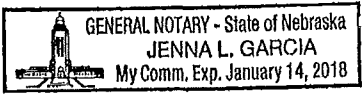
Notary Seal: 

Jenna L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of March, 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 his 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: 

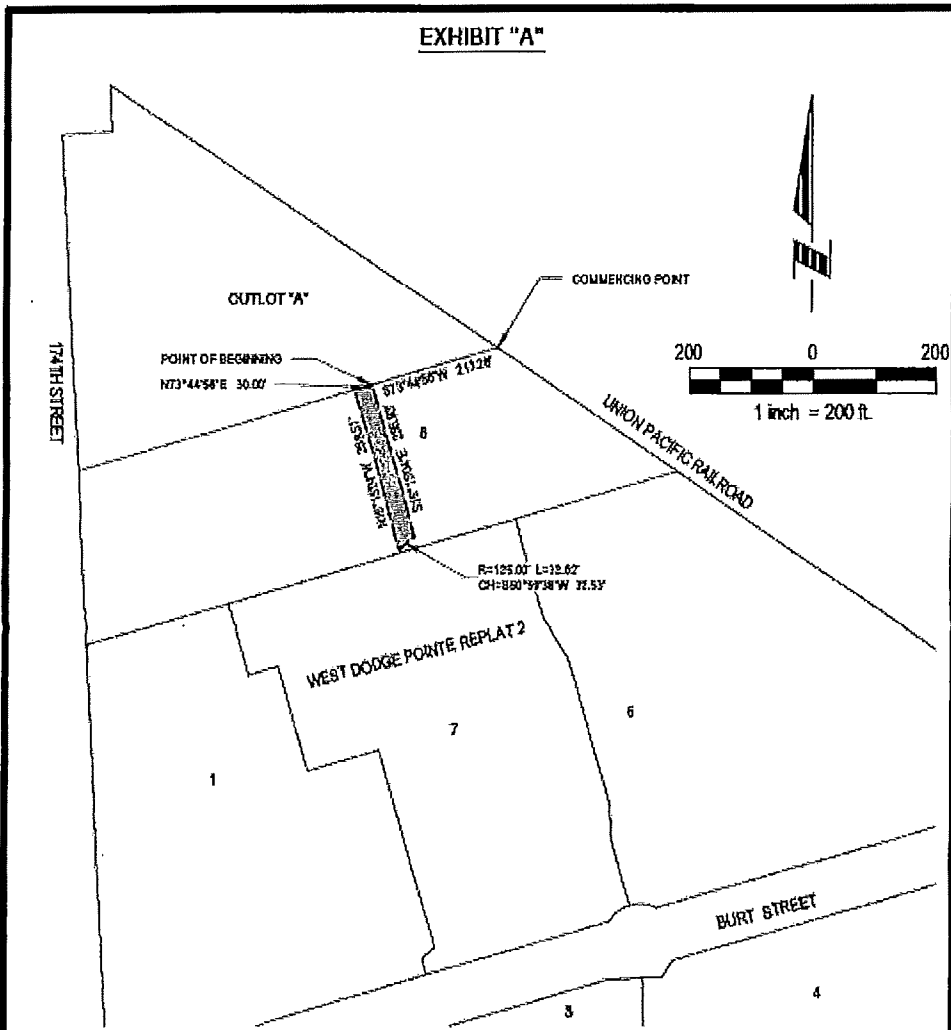
Jenna L. Garcia
NOTARY PUBLIC

**EXHIBIT A
PERMANENT EASEMENT LEGAL DESCRIPTION**

[see attached]

Permanent Sewer Easement
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EXHIBIT "A"




LEGAL DESCRIPTION

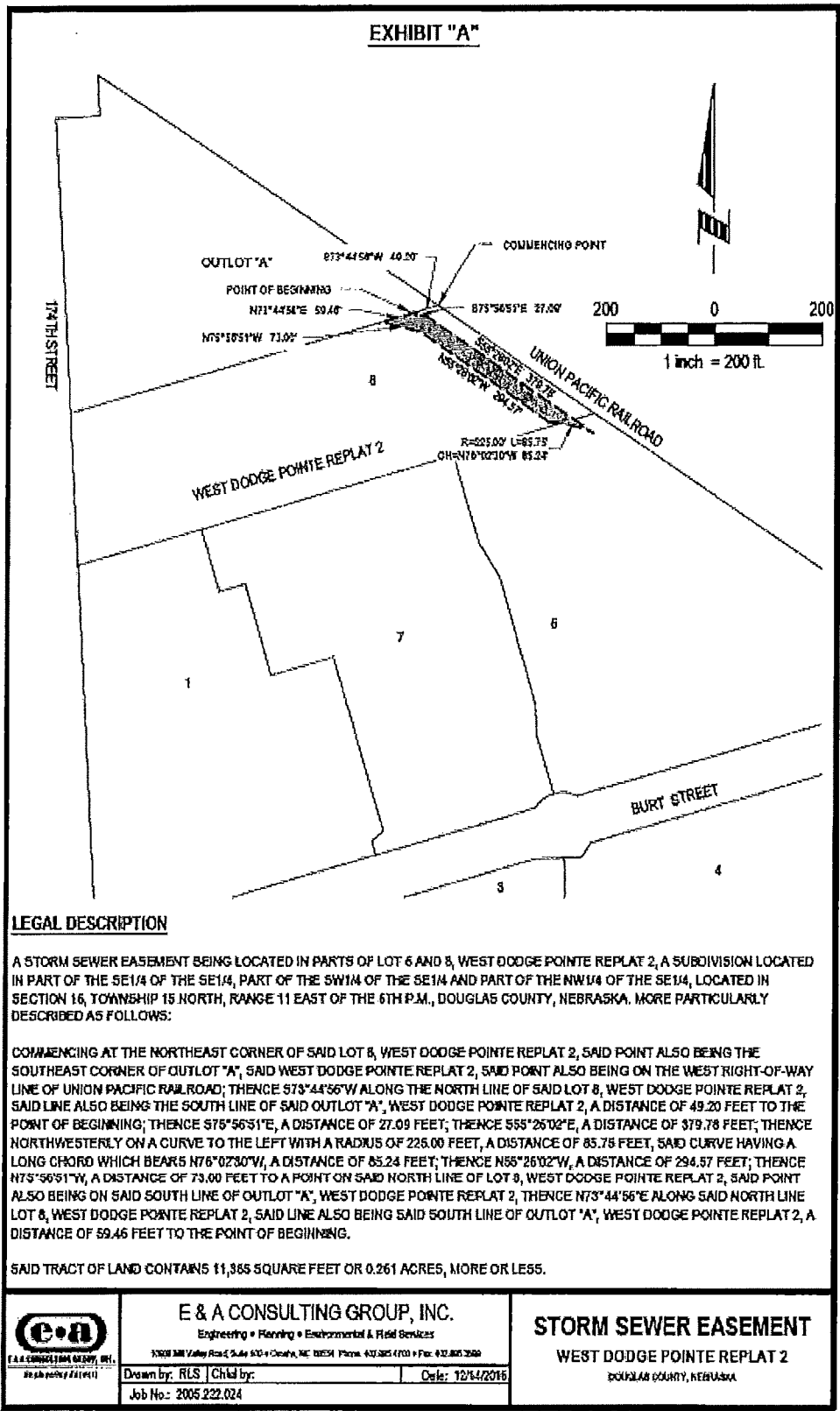
A STORM SEWER EASEMENT BEING LOCATED IN PART OF LOT 8, WEST DODGE POINTE REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4, LOCATED IN SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF OUTLOT "A", SAID WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD; THENCE S73°44'56"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 8, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID OUTLOT "A", WEST DODGE POINTE REPLAT 2, A DISTANCE OF 213.28 FEET TO THE POINT OF BEGINNING; THENCE S16°15'04"E, A DISTANCE OF 256.93 FEET, THENCE SOUTHWESTERLY OF A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 32.62 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S50°59'38"W, A DISTANCE OF 32.63 FEET; THENCE N16°15'04"W, A DISTANCE OF 269.51 FEET TO A POINT ON SAID NORTH LINE OF LOT 8, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING ON SAID SOUTH LINE OF OUTLOT "A", WEST DODGE POINTE REPLAT 2, THENCE N73°44'56"E ALONG SAID NORTH LINE LOT 8, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID SOUTH LINE OF OUTLOT "A", WEST DODGE POINTE REPLAT 2, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 7,874 SQUARE FEET OR 0.181 ACRES, MORE OR LESS.

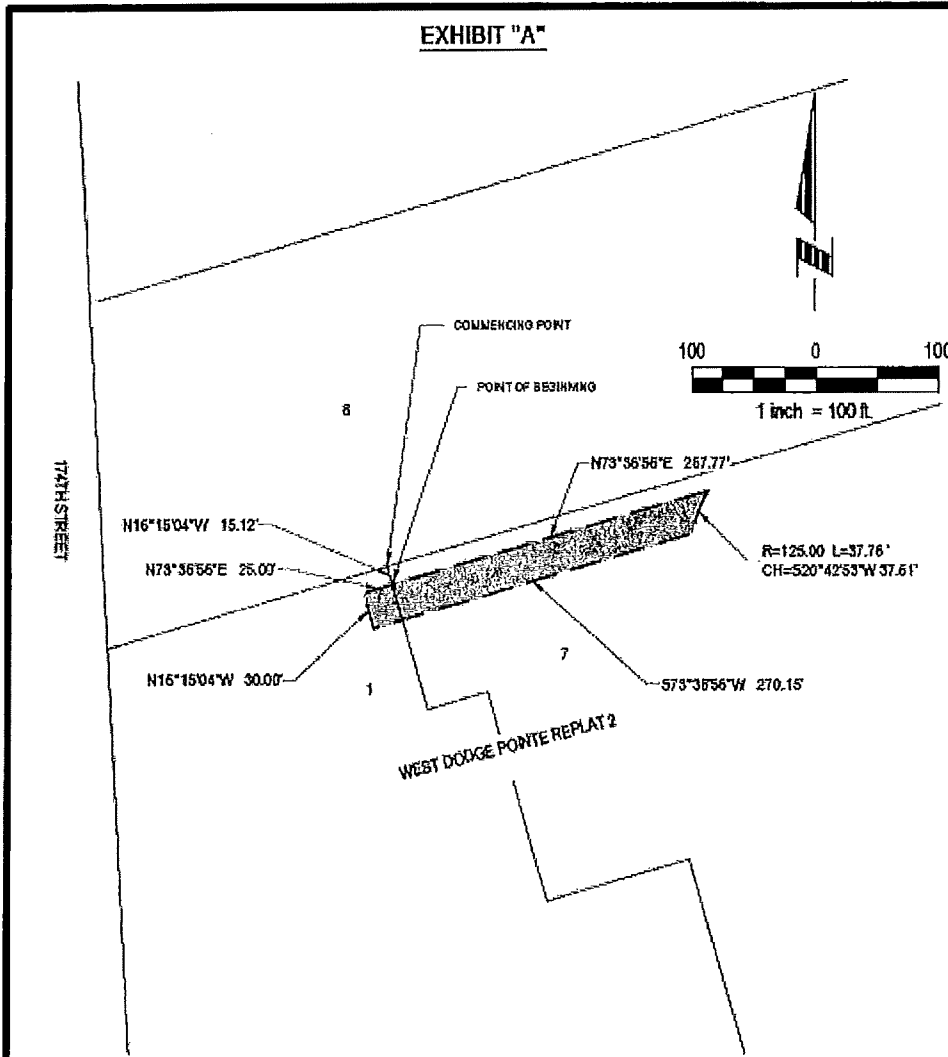
 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10000 NW Valley Road, Suite 202 • Omaha, NE 68148 Phone: 402.865.4700 • Fax: 402.865.3220</p>	<p>STORM SEWER EASEMENT WEST DODGE POINTE REPLAT 2 DOUGLAS COUNTY, NEBRASKA</p>	
	<p>Drawn by: RLS Chkd by: _____ Job No: 2009.222.024</p>	<p>Date: 01/25/2017</p>

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EXHIBIT "A"



LEGAL DESCRIPTION

A STORM SEWER EASEMENT BEING LOCATED IN PARTS OF LOT 1 AND LOT 7, WEST DODGE POINTE REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4, LOCATED IN SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, SAID WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 8, SAID WEST DODGE POINTE REPLAT 2; THENCE S16°15'04"E (ASSUMED BEARING) ALONG WEST LINE OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, WEST DODGE POINTE REPLAT 2, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING; THENCE N73°36'56"E, A DISTANCE OF 257.77 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 37.76 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS: S20°42'53"W, A DISTANCE OF 37.61 FEET; THENCE S73°36'56"W, A DISTANCE OF 270.15 FEET; THENCE N16°15'04"W, A DISTANCE OF 30.00 FEET; THENCE N73°36'56"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 8,488 SQUARE FEET OR 0.193 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10808 14th Valley Road, Suite 107 • Omaha, NE 68134 Phone: 402.325.4700 • Fax: 402.325.3282
 Drawn by: RLS | Chkd by: _____ Date: 01/30/2017
 Job No.: 2005.222.024 SHEET 1 OF 1

STORM SEWER EASEMENT
WEST DODGE POINTE REPLAT 2
 DOUGLAS COUNTY, NEBRASKA

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