

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Omaha Small Business Network, Inc., a Nebraska Nonprofit Corporation, owner, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto the City of Omaha, Nebraska, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement to construct, maintain, repair and replace the following improvements, including landscaping, street furniture, icon marker sign, lighting, brick pavers, sidewalk and other streetscape improvements, on the parcels of land described as follows, to-wit:

See attached Exhibit "A" and Exhibit "B".

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 or maintaining said improvements at the will of the CITY. The GRANTOR may, following construction of said improvements continue to use the property 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 improvements shall be placed in, on, over, or across said easement by GRANTOR, its successors and assigns without express approval of the CITY.
2. That CITY will replace or rebuild any and all damage to the property of GRANTOR caused by CITY exercising its rights of installing, inspecting, maintaining, repairing, and replacing said improvements.
3. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for itself and its successors and assigns do confirm with the said CITY and its successors and assigns, that it, 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 will, and its successors and assigns, shall warrant, and defend this easement to said CITY and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said permanent easement is granted upon the condition that the CITY will remove all presently existing improvements thereon including but not limited to sidewalk surfaces, will

prepare the land within the easement area as necessary for construction, will construct said improvements and will maintain said improvements at no cost to GRANTOR.

6. That this instrument contains the entire agreement of the parties, that there are no other or different agreements or understandings 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 of their agents, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 22nd day of September A.D., 2004.

Omaha Small Business Network, Inc.

By: Angela R. Knowles

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 22nd day of September, 2004, before me, a Notary Public, in and for said County, personally came Angela Knowles, _____ of Omaha Small Business Network, Inc., a Nebraska Nonprofit Corporation, to me personally known to be the board chair of said Corporation and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and to be the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Phyllis A. Wagner
Notary Public

My commission expires: _____

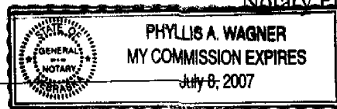
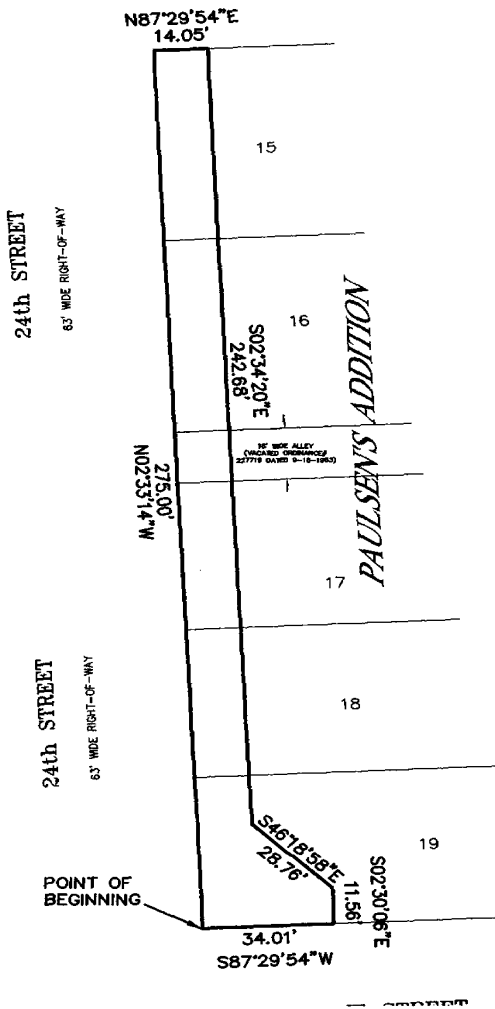


Exhibit "A"

Project No. EGA031395SA

DESCRIPTION & SKETCH



LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOTS 15 THROUGH 19 AND A PORTION OF THE VACATED ALLEY LYING IN PAULSEN'S ADDITION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 02°33'14" WEST ALONG THE WEST LINE OF SAID LOT 19 AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 275.00 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 15; THENCE NORTH 87°29'54" EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 14.05 FEET; THENCE SOUTH 02°34'20" EAST, A DISTANCE OF 242.68 FEET; THENCE SOUTH 46°18'58" EAST, A DISTANCE OF 28.76 FEET; THENCE SOUTH 02°30'06" EAST, A DISTANCE OF 11.56 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT 19; THENCE SOUTH 87°29'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 34.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4313 SQUARE FEET, MORE OR LESS.

2505 N. 24th St.



NORTH
SCALE 1" = 40'

Date: 9-2-04



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631

Exhibit "B"

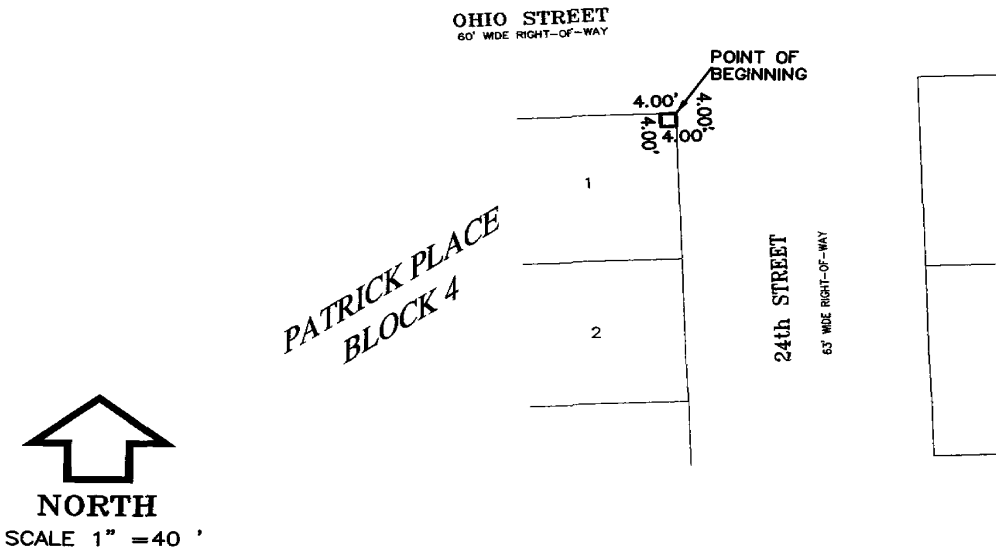
Project No. EGA031395SA

DESCRIPTION & SKETCH

LEGAL DESCRIPTION:

THE NORTH 4.00 FEET OF THE EAST 4.00 FEET OF LOT 1, BLOCK 4, PATRICK PLACE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 16 SQUARE FEET, MORE OR LESS.

2522 N. 24th ST.



Date: 9-2-04

eg
**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631