



MISC 2014002195



JAN 10 2014 10:47 P 6

Misc 6
40.00 06-30080
800

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/10/2014 10:47:30.13



2014002195

**PERMANENT SEWER EASEMENT
(CORPORATION)**

When recorded return to:
City of Omaha, Nebraska
Public Works Department
General Services Division
R-O-W Section
(Mark Thurber)

FOR OFFICE USE ONLY	
Project:	26th & Corby
City Proj. No.:	OPW 51778
Tract No.:	1
Address:	2505 N 24th Street Omaha, Nebraska 68110

KNOW ALL MEN BY THESE PRESENTS:

THAT **Omaha Small Business Network, Inc.**, a Nebraska Non-Profit Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One hundred thirty and 00/100 dollars (\$130.00) 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.

Permanent Easement
OPW 51778
Tract - 1

City 4

- 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 GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its 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) The CITY reserves the absolute right to terminate this permanent easement 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 (if applicable).

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 30th Day of December, 2013.

Permanent Easement
OPW 51778
Tract - 1

Omaha Small Business Network, Inc.

AUTHORIZED OFFICER:

ATTEST:

[Signature]
(Sign)

[Signature]
(Sign)

Exec Director
(Title)

Admin. Asst.
(Title)

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30 day of DECEMBER, 2013, before me, a Notary Public
in and for said County, personally came VICKI L. WILSON TEDERMAN,

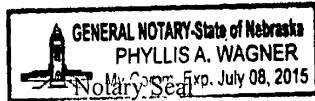
Exec Dir (Name)
(Title), of Omaha Small Business Network, Inc.,

a Nebraska Non-Profit Corporation, and, LILLIE HOOKS (Name)

ADMIN ASST (Title) of said Corporation, to me personally known to be the

Respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.



[Signature]
NOTARY PUBLIC

Permanent Easement
OPW 51778
Tract - 1

EXHIBIT "A"

PERMANENT EASEMENT LEGAL DESCRIPTION

Part of Lot 15, Paulsen's Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said lot 15, point also being the point of beginning; thence northeasterly along the southerly right of way line of Ohio Street a distance of 11.07 feet; thence southerly and also parallel to the right of way line of N 24th Street a distance of 3.92 feet; thence southwesterly and also parallel to the right of way line of Ohio Street a distance of 4.97 feet; thence southerly and also parallel to the right of way line of N 24th Street a distance of 26.54 feet; thence southwesterly and also parallel to the right of way line of Ohio Street a distance of 6.10 feet also to a point on the easterly right of way line of 24th Street; thence northerly a distance of 30.45 feet along the easterly right of way line of 24th Street to the point of beginning, containing 204.9 square feet.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT
--


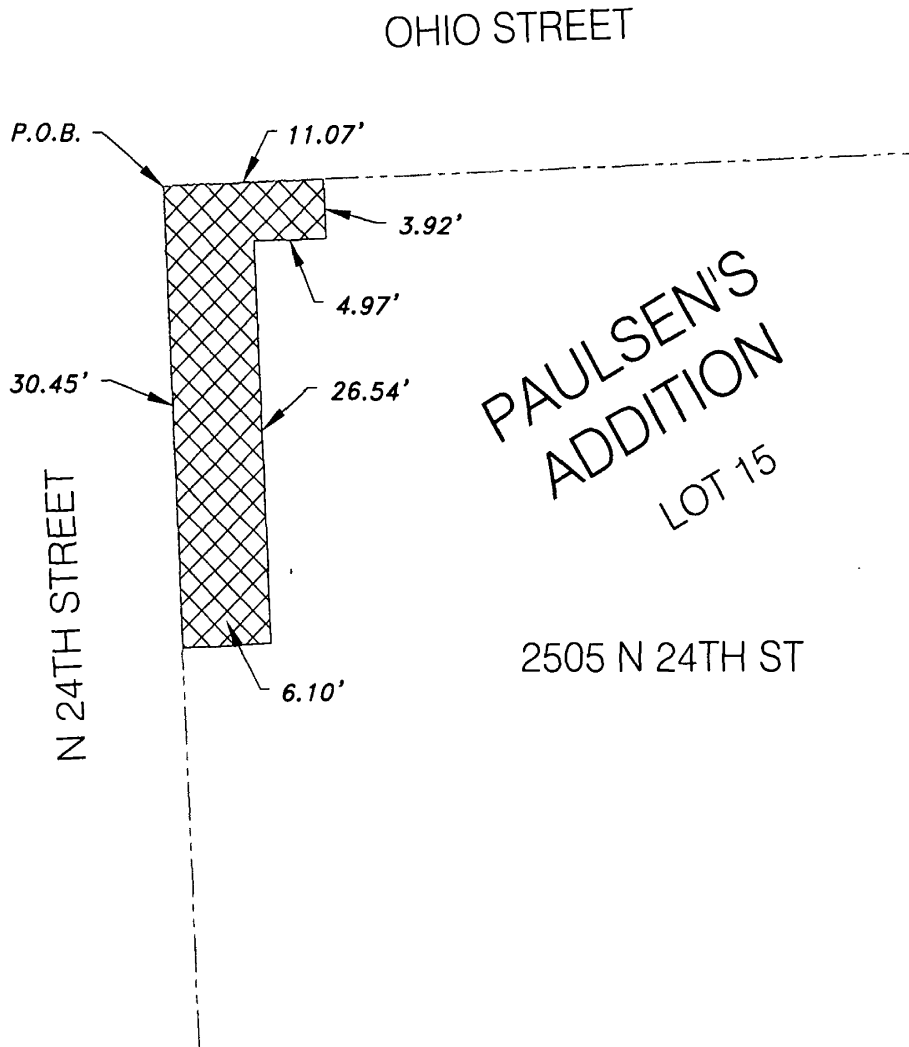
Owner(s): Omaha Small Business Network		Permanent Easement: _____	204.9 S.F.
Address: 2505 N 24 th Street Omaha, Nebraska	Project No. OPW 51778		
	Project Name: 26 th & Corby		
Tract No. 1	Date Prepared: 11/18/13	Revision Date(s):	Page 1 of 2

EXHIBIT "A"

PAGE 2 OF 2



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT: 204.9 S.F.

TRACT NO.: 1

PROJECT NO.: OPW51778

PREPARE DATE: 9/30/2013

REVISION DATE: _____