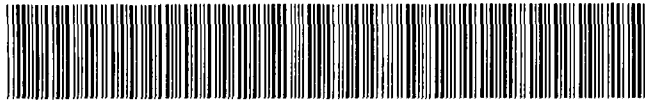




MISC 2013094593



SEP 16 2013 12:07 P 7

Misc $\frac{7}{11}$
 A FEE 46.00 FB 25-14-20
 RKP _____ C/O _____ COMP SS
 DFL _____ SCAN _____ FY _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/16/2013 12:07:17.33



2013094593

PERMANENT SEWER EASEMENT (LIMITED LIABILITY COMPANY)

When recorded return to:
City of Omaha, Nebraska
Public Works Department
General Services Division
R-O-W Section
(Tim Phelan, R/W Agent)

FOR OFFICE USE ONLY	
Project:	CSO South Interceptor force main
City Proj. No.:	OPW 52222 & IOPW 51873
Tract No.:	
Address:	Omaha, Nebraska

KNOW ALL MEN BY THESE PRESENTS:

THAT **Riverview Properties, LLC**, a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of fifteen thousand dollars (\$15,000.00) 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.

City 4

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) 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 and a Purchase Agreement, 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:

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

Buster Brown 9/12/13
Buster Brown, City Clerk, City of Omaha

By Jean Stothert 9/12/13
Jean Stothert, Mayor, City of Omaha

APPROVED AS TO FORM:

[Signature] 9/11/13
ASST CITY ATTORNEY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12th day of September, 2013, 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 their 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:



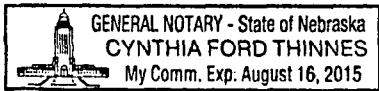
Cynthia Ford Thinnnes
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12th day of September, 2013, 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:



Cynthia Ford Thinnnes
NOTARY PUBLIC

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 3rd day of September, 2013.

Riverview Properties, LLC
A Nebraska Limited Liability Company

Authorized Member

ATTEST:

[Signature]
(Name and Title) Managing Member
(Name and Title)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

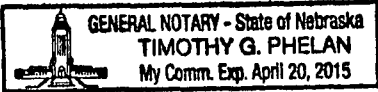
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3rd day of September, 2013, before me, a Notary Public in and for said County, personally came Stew Beathwaite, Managing Member
(Name) (Title)
on behalf of Riverview Properties, LLC, a Nebraska Limited Liability Company,

and _____, _____, of said Limited
(Name) (Title)

Liability Company to me personally known to be the respective member(s) of said limited liability company and the identical persons whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member(s) and the voluntary act and deed of said Limited Liability Company.

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



Notary Seal

Timothy G. Phelan
NOTARY PUBLIC

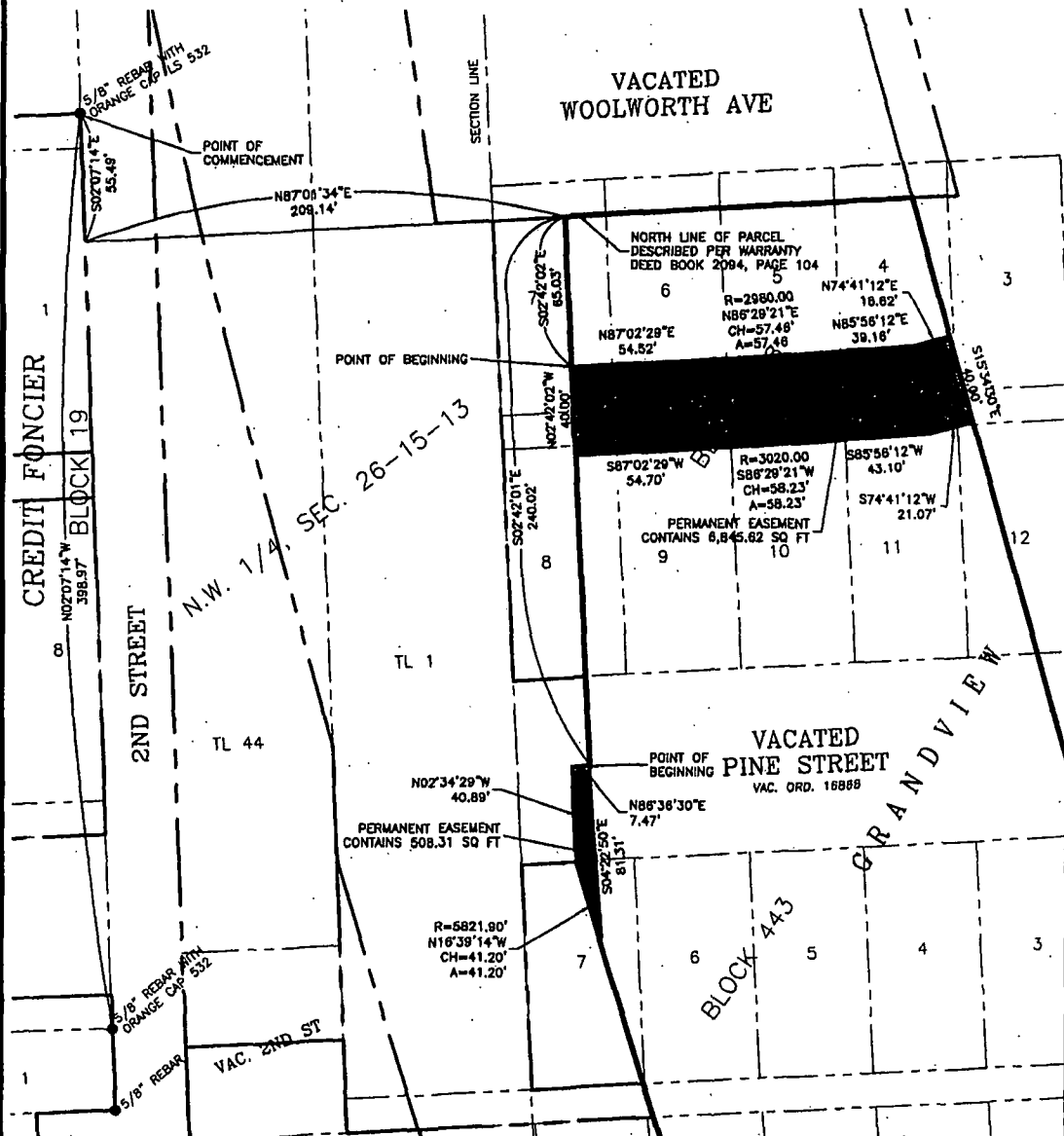
LEGAL DESCRIPTIONS

See attached sheet for complete legal.

Exhibit "A"
Page 1 of 2



SCALE: 1" = 60'
N.E. 1/4, SEC. 26-15-13
PIN: 1208300002
COMMITMENT #: TA-58622, TC-16335
OWNER: RIVERVIEW PROPERTIES, LLC
ERIC NELSON NEWS COMPANY, INC.



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION _____ S.F.	PROJECT NO. <u>OPW 51873</u>
	PERMANENT EASEMENT <u>7,353.93</u> S.F.	TRACT NO. <u>2</u>
	TEMPORARY EASEMENT _____ S.F.	

Legal Description Tract 2

Permanent Easement

A permanent easement over that part of lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 438, GRANDVIEW, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of the east west alley in said Block 438, the entire parcel described as follows:

Commencing at a 5/8" rebar with orange plastic cap stamped LS 532, at the intersection of the north line of the south 15.00 feet of Woolworth Street vacated per City Ordinance 1337 adjacent to Block 19, CREDIT FONCIER, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and the west right of way line of 2nd Street:

Thence South 02°07'14" East (bearings referenced to the Nebraska State Plane Coordinate System, NAD83) for 55.49 feet along said west right of way line to the extended north line of the parcel described in a Warranty Deed recorded in Book 2094, Page 140, Douglas County, Nebraska;

Thence North 87°01'34" East for 209.14 feet along said north line to the northwest corner of said parcel;

Thence South 02°42'02" East for 65.03 feet along the west line of said parcel to the TRUE POINT OF BEGINNING;

Thence North 87°02'29" East for 54.52 feet;

Thence along a curve to the left (having a radius of 2980.00 feet and a long chord bearing North 86°29'21" East for 57.46 feet) for an arc length of 57.46 feet;

Thence North 85°56'12" East for 39.16 feet;

Thence North 74°41'12" East for 16.62 feet to the east line of said parcel adjoining the west line of a permanent easement to the East Omaha Drainage District recorded in Book 291, Page 309, Douglas County, Nebraska;

Thence South 15°34'30" East for 40.00 feet along said adjoining lines;

Thence South 74°41'12" West for 21.07 feet;

Thence South 85°56'12" West for 43.10 feet;

Thence along a curve to the right (having a radius of 3020.00 feet and a long chord bearing South 86°29'21" West for 58.23 feet) for an arc length of 58.23 feet;

Thence South 87°02'29" West for 54.70 feet to the west line of said parcel;

Thence North 02°42'02" West for 40.00 feet to the Point of Beginning.

Contains 6,845.62 square feet.

Legal Description Tract 2

Permanent Easement

A permanent easement over that part of Lot 7, Block 443, TOGETHER WITH that part of vacated Pine Street, all in GRANDVIEW, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the entire parcel described as follows:

Commencing at a 5/8" rebar with orange plastic cap stamped LS 532, at the intersection of the north line of the south 15.00 feet of Woolworth Street vacated per City Ordinance 1337 adjacent to Block 19, CREDIT FONCIER, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and the west right of way line of 2nd Street:

Thence South 02°07'14" East (bearings referenced to the Nebraska State Plane Coordinate System, NAD83) for 55.49 feet along said west right of way line to the extended north line of the parcel described in a Warranty Deed recorded in Book 2094, Page 140

Thence North 87°01'34" East for 209.14 feet along said north line to the northwest corner of said parcel;

Thence South 02°42'01" East for 240.02 feet along the west line of said parcel to the TRUE POINT OF BEGINNING;

Thence South 04°22'50" East for 81.31 feet to the west line of said parcel;

Thence along the west line of said parcel the following three (3) courses;

1. Thence along a curve to the right (having a radius of 5821.90 feet and a long chord bearing North 16°39'14" West for 41.20 feet) for an arc length of 41.20 feet;
2. Thence North 02°34'29" West for 40.89 feet;
3. Thence North 86°36'30" East for 7.47 feet to the Point of Beginning.

Contains 508.31 square feet.