

**PERMANENT LEVEE EASEMENT  
 (CORPORATION)**

*When recorded return to*  
 City of Omaha, Nebraska  
  
 Public Works Department  
 General Services Division  
 R-O-W Section  
 (Kyle Dworak)

FOR OFFICE USE ONLY	
Project:	Missouri River Flood Protection Project Phase I
City Proj. No.:	OPW 52534
Tract No.:	4
Address:	101 Ida Street Omaha, Nebraska

*KNOW ALL MEN BY THESE PRESENTS:*

THAT Aaron Ferer and Sons Co., a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Twenty-one thousand seven hundred thirty dollars (\$21,730.00) 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 relief wells, lateral connections, pumping equipment, drainage structures, 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 relief wells and lateral connections at the will of the CITY. The GRANTOR may, following construction of said relief wells and lateral connections 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, trees, shrubbery 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, parking area surfacing,

Permanent Easement  
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and/or pavement. These improvements and any grass 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 relief wells and lateral connections, 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 relief wells and lateral connections within the permanent easement described above.
- 4) This permanent levee 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 levee 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 levee easement runs with the land.
- 7) That said permanent levee 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): N/A

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 1<sup>st</sup> day of June, 2018.

Aaron Ferer and Sons Co.

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

[Signature]  
 (Sign)

\_\_\_\_\_  
 (Sign)

President  
 (Title)

\_\_\_\_\_  
 (Title)

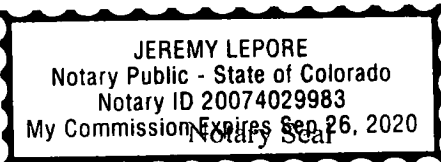
(Corporate Seal)

**CORPORATE ACKNOWLEDGMENT**

STATE OF ~~NEBRASKA~~ <sup>COLORADO</sup> )  
 ) SS  
 COUNTY OF ~~DOUGLAS~~ <sup>EAGLE</sup> )

On this 1<sup>st</sup> day of JUNE, 2018, before me, a Notary Public in and for said County, personally came MATTHEW FERER, of Aaron Ferer and Sons Co., a Nebraska Corporation, and, President 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.



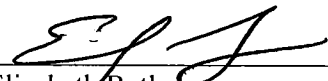
[Signature]  
 NOTARY PUBLIC

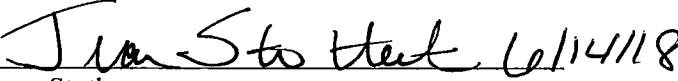
Imprinted Seal

***CITY OF OMAHA, a Municipal Corporation***

ATTEST:

BY:

 6/14/18  
Elizabeth Butler,  
City Clerk, City of Omaha

 6/14/18  
Jean Stothert,  
Mayor, City of Omaha

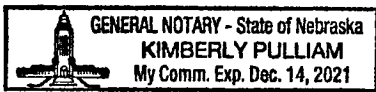

APPROVED AS TO FORM:

 13JUN/18  
ASSISTANT CITY ATTORNEY                      DATE

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF DOUGLAS    )

On this 14th day of June, 2018, 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:    
NOTARY PUBLIC

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF DOUGLAS    )

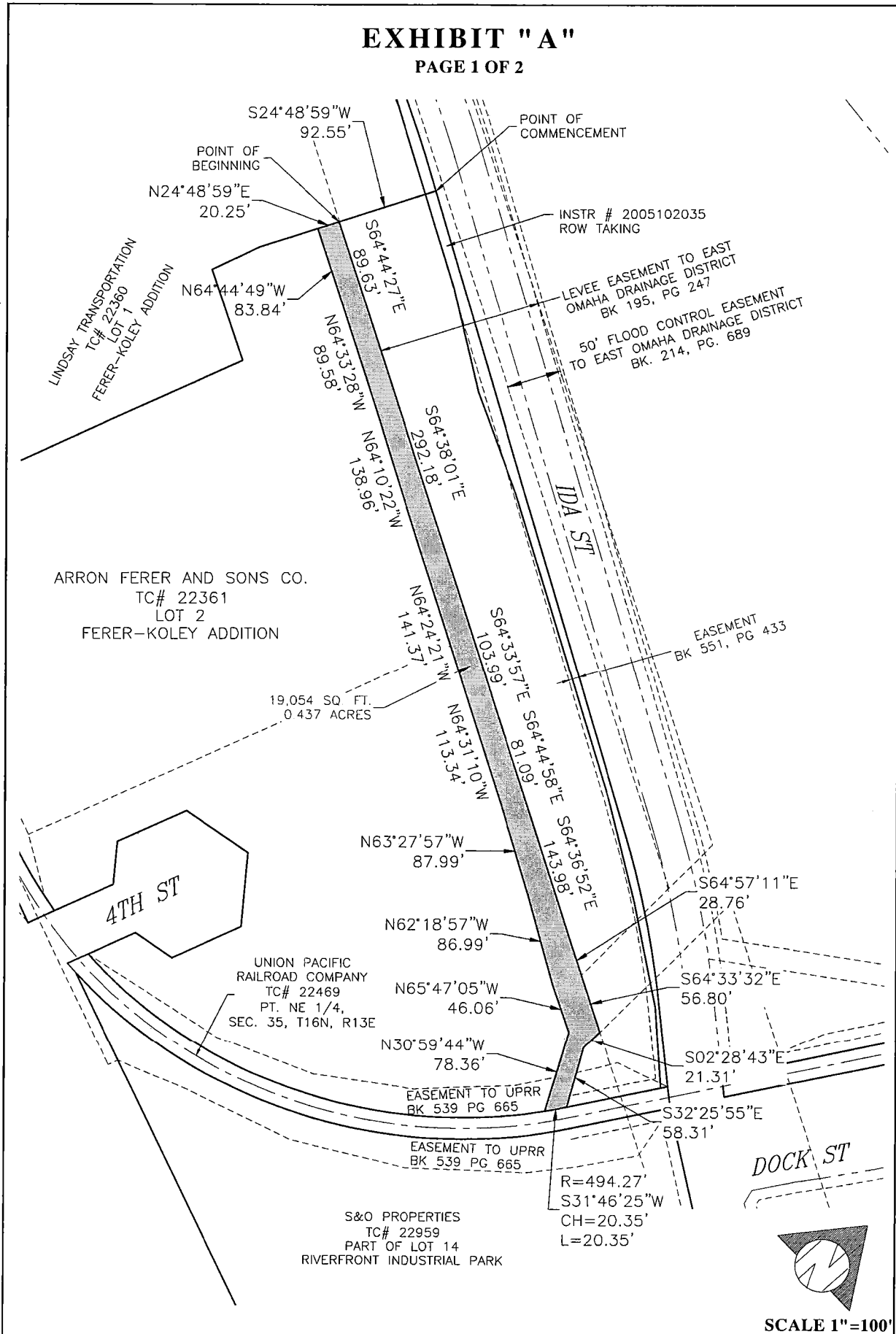
On this 14th day of June, 2018, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, 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:    
NOTARY PUBLIC

# EXHIBIT "A"

PAGE 1 OF 2



## CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	PERMANENT EASEMENT: 19,053 S.F.	TRACT NO.: 4	PROJECT NO.: OPW52534
		PREPARE DATE: 6/9/2017	REVISION DATE:

# EXHIBIT "A"

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## LEGAL DESCRIPTION

A PERMANENT EASEMENT OVER PART OF LOT 2, FERER-KOLEY ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, FERER-KOLEY ADDITION; THENCE SOUTH 24°48'59" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM, NAD83) FOR 92.55 FEET ALONG THE WEST LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING, ALSO BEING THE SOUTH LINE OF THE EAST OMAHA DRAINAGE DISTRICT LEVEE EASEMENT RECORDED IN BOOK 195, PAGE 247, DOUGLAS COUNTY, NEBRASKA;

THENCE ALONG THE SOUTH LINE OF SAID LEVEE EASEMENT THE FOLLOWING 7 COURSES:

1. THENCE SOUTH 64°44'27" EAST FOR 89.63 FEET;
2. THENCE SOUTH 64°38'01" EAST FOR 292.18 FEET;
3. THENCE SOUTH 64°33'57" EAST FOR 103.99 FEET;
4. THENCE SOUTH 64°44'58" EAST FOR 81.09 FEET;
5. THENCE SOUTH 64°36'52" EAST FOR 143.98 FEET;
6. THENCE SOUTH 64°57'11" EAST FOR 28.76 FEET;
7. THENCE SOUTH 64°33'32" EAST FOR 56.80 FEET;

THENCE SOUTH 02°28'43" EAST FOR 21.31 FEET;  
 THENCE SOUTH 32°25'55" EAST FOR 58.31 FEET TO THE EAST LINE OF SAID LOT 2;  
 THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 494.27 FEET AND A LONG CHORD BEARING SOUTH 31°46'25" WEST FOR 20.35 FEET) FOR AN ARC LENGTH OF 20.35 FEET ALONG THE EAST LINE OF SAID LOT 2;

THENCE NORTH 30°59'44" WEST FOR 78.36 FEET;  
 THENCE NORTH 65°47'05" WEST FOR 46.06 FEET;  
 THENCE NORTH 62°18'57" WEST FOR 86.99 FEET;  
 THENCE NORTH 63°27'57" WEST FOR 87.99 FEET;  
 THENCE NORTH 64°31'10" WEST FOR 113.34 FEET;  
 THENCE NORTH 64°24'21" WEST FOR 141.37 FEET;  
 THENCE NORTH 64°10'22" WEST FOR 138.96 FEET;  
 THENCE NORTH 64°33'28" WEST FOR 89.58 FEET;  
 THENCE NORTH 64°44'49" WEST FOR 83.84 FEET TO THE WEST LINE OF SAID LOT 2;  
 THENCE NORTH 24°48'59" EAST FOR 20.25 FEET TO THE POINT OF BEGINNING;  
 CONTAINS 19,054 SQUARE FEET OR 0.437 ACRES.

## CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

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PREPARE DATE: <u>6/9/2017</u>	REVISION DATE: _____