



MISC 2017017617



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 Register of Deeds, Douglas County, NE
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2017017617

PERMANENT SEWER EASEMENT (LIMITED LIABILITY COMPANY)

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

FOR OFFICE USE ONLY	
Project:	114th Street Pacific - Burke
City Proj. No.:	SP 93-05
Tract No.:	68
Address:	11020 Lamp Street Omaha, Nebraska

KNOW ALL MEN BY THESE PRESENTS:

THAT **Parkwood Manor Company LLC**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One thousand three hundred seventy and 00/100 dollars (\$1370.00) 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,

Permanent Easement
 SP 93-05
 Tract - 68

City 4

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 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 and these presents to be signed by its respective member(s) this 15th day of Feb, 2017.

Parkwood Manor Company LLC

(Name of Limited Liability Company)

AUTHORIZED MEMBER:

Robert Hancock, OWNER/
MANAGER
(Name and Title)

ATTEST:

John Hass President
(Name and Title)

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 15th day of Feb, 20 17, before me, a Notary Public in and for said

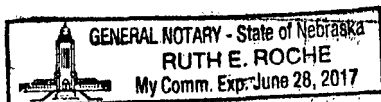
County, personally came Robert Hancock, owner/manager
(Name) (Title)

on behalf of Parkwood Manor Company LLC, a Limited Liability Company and

John Hass, President, of said Limited Liability Company,
(Name) (Title)

to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) 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.



Ruth Roche
NOTARY PUBLIC

Notary Seal

CITY OF OMAHA, a Municipal Corporation

Jean Stothert,
Mayor, City of Omaha

27 FEB 17
DATE

[illegible]

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

Lenno L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 2nd 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 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.

Denise L. Garcia
NOTARY PUBLIC

EXHIBIT "A"

PERMANENT EASEMENT LEGAL DESCRIPTION

A PERMANENT EASEMENT LOCATED IN LOT 1, BLOCK 1, WEST PARK, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTHEASTERLY ON THE EAST PROPERTY LINE OF SAID LOT 1 A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ON SAID EAST PROPERTY LINE A DISTANCE OF 67.81 FEET; THENCE SOUTHERLY A DISTANCE OF 70.80 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 1; THENCE WESTERLY ON SAID SOUTH PROPERTY LINE A DISTANCE OF 11.00 FEET; THENCE N54°42'53"W A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING, CONTAINING 682.0 SQUARE FEET, MORE OR LESS.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Owner(s): PARKWOOD MANOR
COMPANY LLC

Address: 11020 LAMP STREET



Permanent Easement: _____ 682 S.F.

Project No. STPC-5011(8)

Project Name: 114TH STREET PACIFIC - BURKE

Tract No. 68

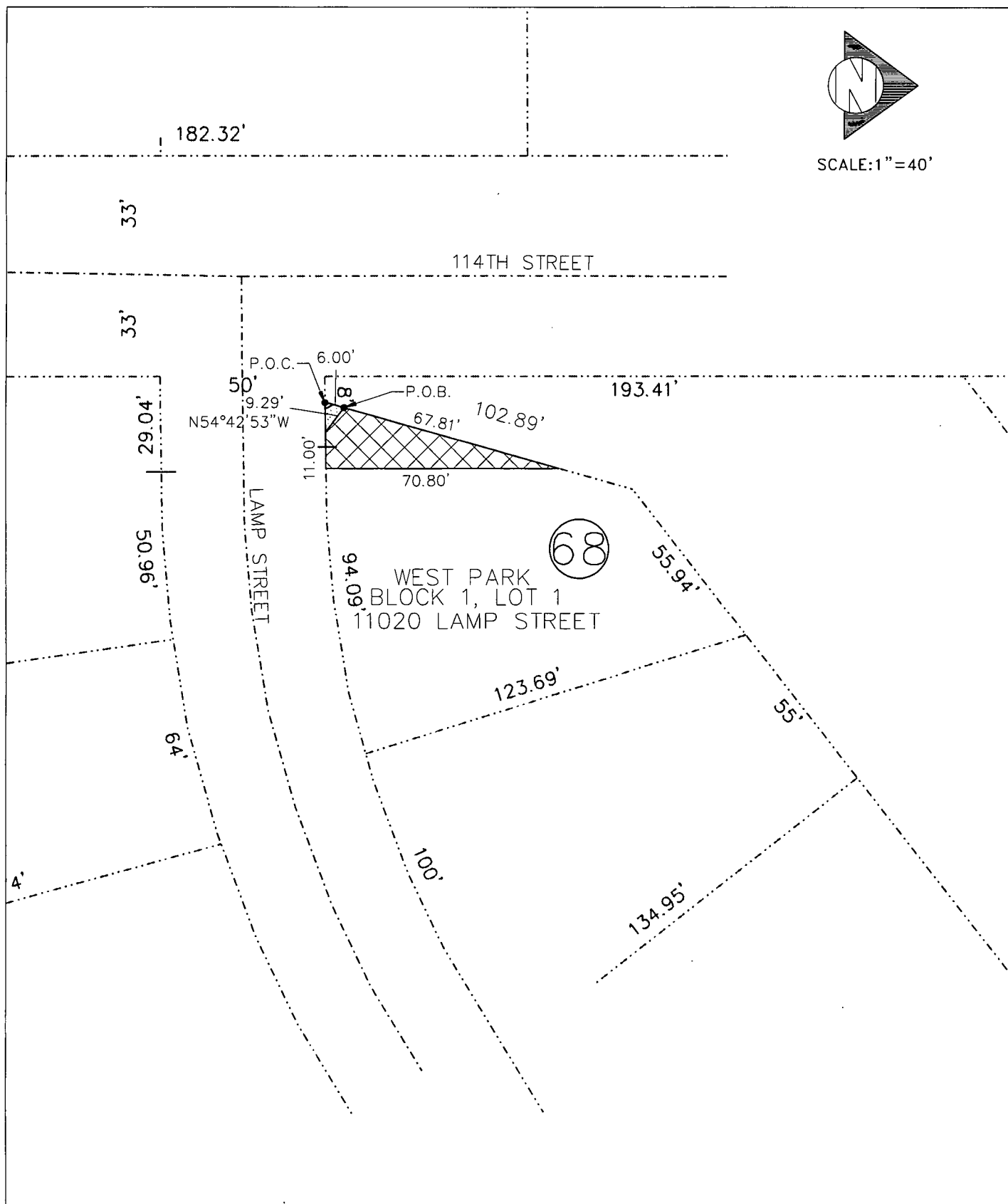
Date Prepared: 4/24/2015

Revision Date(s): 12/8/2016

Page 1 of 2



SCALE: 1"=40'



CITY OF OMAHA – PUBLIC WORKS DEPARTMENT



PERMANENT EASEMENT 682 S.F.

PROJECT NO. STPC-5011(8)

PAGE 2 of 2 PREPARED 4/24/15 REVISED 12/8/16

TRACT NO. 68