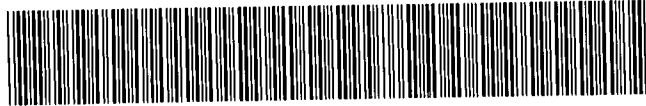




MISC 2016019980



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/22/2016 08:33:17.78



2016019980

**PERMANENT SEWER EASEMENT
(LIMITED LIABILITY COMPANY)**

When recorded return to:
**City of Omaha, Nebraska
Public Works Department**

General Services Division

**R-O-W Section
(«ROW_Agent», R/W Agent)**

FOR OFFICE USE ONLY	
Project:	«Proj_Name»
City Proj. No.:	«Proj_No»
Tract No.:	«Tract»
Address:	«Parcel_Address» Omaha, Nebraska «Mail_Zip»

KNOW ALL MEN BY THESE PRESENTS:

THAT ROANOKE DEVELOPMENT, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of **ten (\$10.00) dollars** 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 access, inspect and maintain, if necessary, a storm sewer, 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" STORM SEWER 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 inspecting, maintaining, repairing or replacing, if necessary, 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 exercise its rights herein.

It is further agreed as follows:

Permanent Sewer Easement
«Proj_No»
Tract «Tract»

Return To

Public Works Department
Right-of-Way Section, Suite 604
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

- 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. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, their 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 or maintaining said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY.
- 4) 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.
- 5) That said GRANTOR for itself and its heirs, executors and administrators do confirm with the CITY and its assigns, including public utility companies and their assigns, that they; 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 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 shall run with the land.
- 6) 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.

{Remainder of page intentionally left blank; signatures on following pages}

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 21st day of March, 2016.

ROANOKE DEVELOPMENT, LLC, a
Nebraska limited liability company,

By: Dan Mulhall
Dan Mulhall, Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of March, 2016, before me, a Notary Public in and for said County, personally came Dan Mulhall, known to me to be a Member of Roanoke Development, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such Managing Member and the voluntary act and deed of said limited liability company.

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



B. J.
NOTARY PUBLIC

CITY OF OMAHA, a Municipal Corporation

By: Jean Stothert
Jean Stothert, Mayor

Imprinted Seal

ATTEST Buster Brown
Buster Brown, City Clerk

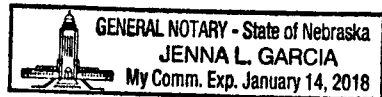
APPROVED AS TO FORM:
W. A. T.
Asst. City Attorney

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of March, 2016, 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 her 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:



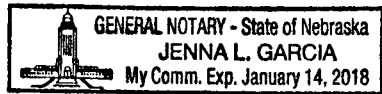
Jenna L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of March, 2016, 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 his 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:



Jenna L. Garcia
NOTARY PUBLIC

Permanent Sewer Easement
«Proj_No»
Tract «Tract»

EXHIBIT "A"

LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN PART OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 AND ALSO SW1/4 OF THE NW1/4 OF SECTION 05, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

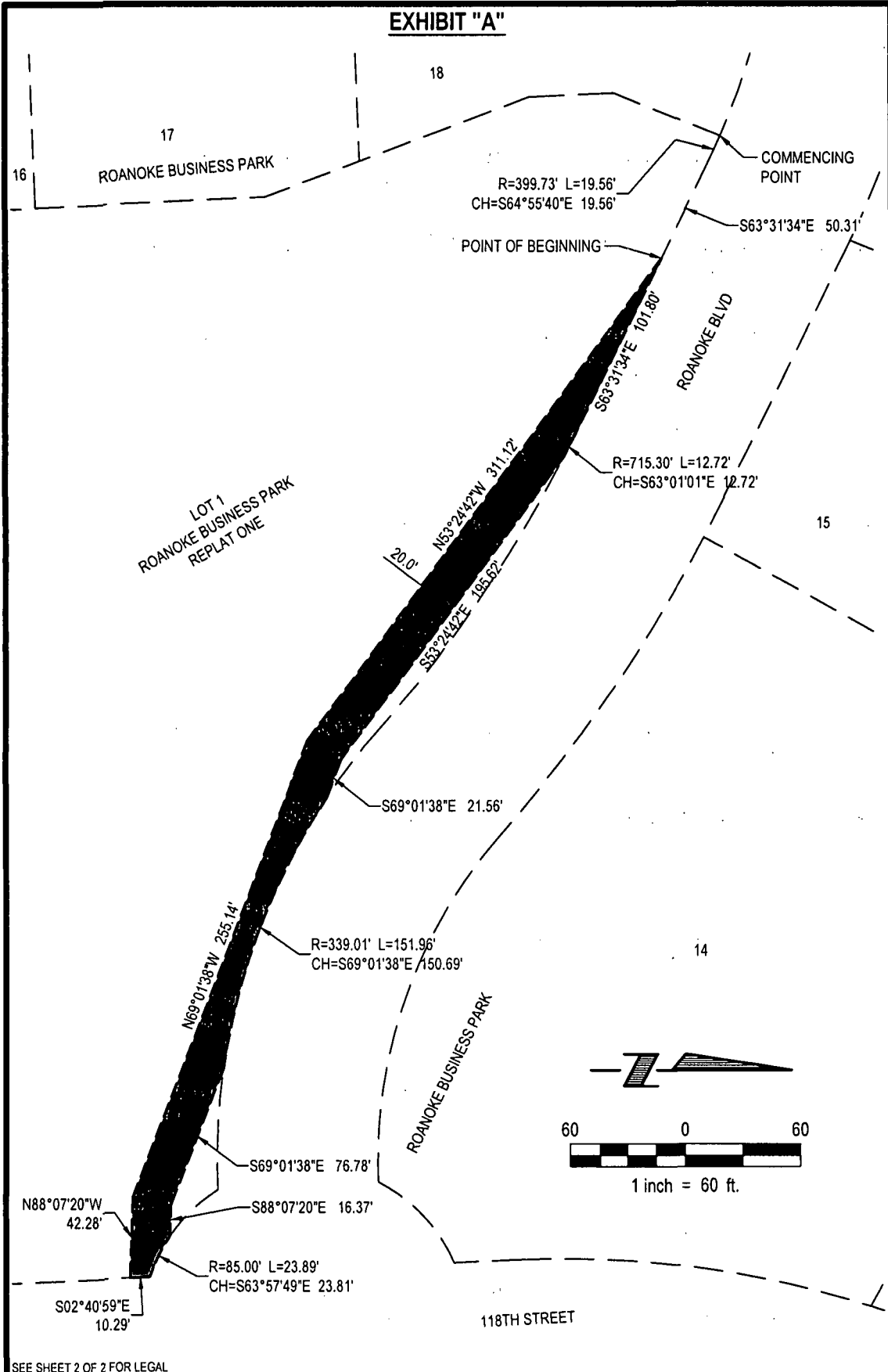
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 18, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD ON THE FOLLOWING TWO (2) COURSES: 1) THENCE SOUTHEASTERLY ON A CURVE RIGHT WITH A RADIUS OF 399.73 FEET, A DISTANCE OF 19.56 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S64°55'40"W (ASSUMED BEARING), A DISTANCE OF 19.56 FEET; 2) THENCE S63°31'34"E, A DISTANCE OF 50.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD ON THE FOLLOWING TWO (2) COURSES: 1) THENCE S63°31'34"E, A DISTANCE OF 101.80 FEET; 2) THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 715.30 FEET A DISTANCE OF 12.72 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S63°01'01"E, A DISTANCE OF 12.72 FEET; THENCE S53°24'42"E, A DISTANCE OF 195.62 FEET; THENCE S69°01'38"E, A DISTANCE OF 21.56 FEET TO A POINT ON SAID NORTHERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD ALONG A CURVE TO THE LEFT WITH A RADIUS OF 339.01 FEET A DISTANCE OF 151.96 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S69°01'38"E, A DISTANCE OF 150.69 FEET; THENCE S69°01'38"E, A DISTANCE OF 76.78 FEET; THENCE S88°07'20"E, A DISTANCE OF 16.37 FEET TO A POINT ON SAID NORTHERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.00 FEET A DISTANCE OF 23.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S63°57'49"E, A DISTANCE OF 23.81 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD AND THE WESTERLY RIGHT-OF-WAY LINE OF 118TH STREET; THENCE S02°40'59"E ALONG THE EAST LINE OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 118TH STREET, A DISTANCE OF 10.29 FEET; THENCE N88°07'20"W, A DISTANCE OF 42.28 FEET; THENCE N69°01'38"W, A DISTANCE OF 255.14 FEET; THENCE N53°24'42"W, A DISTANCE OF 311.12 FEET TO A POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS AN AREA OF 9,942 SQUARE FEET OR 0.228 ACRES, MORE OR LESS.


SEE SHEET 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 MM Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 MM Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		STORM SEWER EASEMENT LOT 1 ROANOKE BUSINESS PARK REPLAT ONE DOUGLAS COUNTY, NEBRASKA
	Drawn by: JRS Chkd by:	Date: 8/6/2015	
Job No.: 2004.216.028	SHEET 2 OF 2	Revised: 11/19/2015	

EXHIBIT "A"



SEE SHEET 2 OF 2 FOR LEGAL

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 MM Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</p>	<p>STORM SEWER EASEMENT LOT 1 ROANOKE BUSINESS PARK REPLAT ONE</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	
	<p>Drawn by: JRS Chkd by:</p> <p>Job No.: 2004.216.028 SHEET 1 OF 2</p>	<p>Date: 8/6/2015</p> <p>Revised: 11/19/2015</p>