

Return To:  
City of Omaha  
Public Works Department  
Right-of-Way Div.  
1819 Farnam Street  
Omaha, Nebraska 68183  
c/o Tim Phelan



A 4034  
FEE 30.50 R28-15-13FB 01-60000  
DEL. C/O COMP UP  
LEGAL PG431 SCAN FV

Fed. Project No. BRM-TMT-5083(2)  
City Project No. S.P. 87-32  
Tract No. 9  
Address: 2501 Center St.  
Omaha, NE 68105

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT The Salvation Army, an Illinois Corp., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four Thousand Six Hundred Sixty Five and No/100 Dollars (\$4,665.00) 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, an easement for the right to construct, maintain and operate the 24th Street viaduct and storm sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Attached Exhibit "A", Permanent Easement.

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 or operating said 24th Street viaduct and storm sewer at the will of the CITY. The GRANTOR may, following construction of said 24th Street viaduct and storm 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. The GRANTOR shall not construct or maintain any building, structure, or facility within said easement area without first obtaining the written approval of the CITY in regard to:
  - (a) The nature and term of the proposed use:
  - (b) The general design, height of the proposed building or structure, or alteration of an existing building or structure, and such other plans or specifications as the CITY deems necessary to review, before granting approval for such construction.
2. The GRANTOR shall not store permit the storage of any material of an explosive or flammable nature within said easement area, nor permit the storage of any other use deemed by the CITY to be a potential fire or other hazard to the facilities of the CITY. The CITY reserves the permanent right to enter upon said easement area at anytime to inspect said easement area for said explosive or flammable materials. The GRANTOR shall be liable for and hold the CITY harmless from any and all damages, including but not limited to damages to the CITY's facilities, claims, suits, injury or loss of life which may occur on said easement area as a result of the unauthorized storing or the unauthorized permitting of the storage of said materials of an explosive or flammable nature.
3. The GRANTOR shall not use or occupy the easement area or permit a use which will permit hazardous or unreasonably objectionable smoke, fumes, vapor or odors to rise above the grade line of the viaduct, or such as will subject the viaduct to hazardous or unreasonably objectionable drippings, drainage or discharge of any nature, including rain or snow.

RECEIVED  
APR 5 9 28 AM '94  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY

4. The GRANTOR shall not use signs, displays or other devices in the said easement area unless authorized in writing by the CITY, and any such devices must be restricted to indications of ownership and activity, reasonable restrictions upon the number, size, location, and design of such devices will be regulated by the CITY.
5. The GRANTOR shall not, under any circumstances, have the right to ingress or egress from the GRANTOR'S adjacent lands to any elevated structure or structures that the CITY may construct for viaduct or related purposes; provided, however, the GRANTOR shall have the right of access below any elevated structures for other uses in said easement area not inconsistent with this easement, and provided further that any use in said easement area shall not extend above a horizontal plane which is equal to the roadway elevation of the nearest viaduct structure.
6. The CITY of Omaha, Nebraska, a Municipal corporation, their designee, their agents, their contractors or subdivision of the Public Works Department, as a part of the consideration hereof, reserves the right to push or blow snow from the elevated structures of the 24th Street viaduct next to the said aerial easement onto the said aerial easement area described herein. It is agreed and understood that the GRANTOR shall hold the CITY harmless from all claims or suits for damages to persons or property on the aerial easement area as a result of snow being pushed or blown from the elevated structures of the 24th Street viaduct. The removal of snow and clearance of the aerial easement area shall be the responsibility of the CITY. It is agreed and understood that the GRANTOR shall hold the CITY harmless from all claims or suits for damages to person or property on the aerial easement area as a result of such snow removal.
7. The CITY of Omaha, Nebraska, a Municipal corporation, their designee, agent or representative of the City, as a part of the consideration hereof, reserves the right to paint the elevated structures of the 24th Street viaduct next to the aerial easement. The GRANTOR shall hold the CITY harmless from all claims or suits for damages to person or property on the aerial easement as a result of said painting.
8. The GRANTOR shall hold the CITY harmless for all claims or suits for damages to person or property on the aerial easement due to debris which may fall or land on the aerial easement during the usage and maintenance of the 24th Street viaduct.
9. The GRANTOR shall not:
  - (a) Construct, reconstruct or maintain any structure or facility in said easement area that is not of fireproof construction.
  - (b) Construct, reconstruct or maintain any structure or facility which shall or will extend into the land owned in fee simple title by the CITY or that would in any manner interfere with the maintenance, construction or reconstruction of said viaduct or related structure.
10. The GRANTOR shall in the construction, reconstruction or maintenance of any structure or facility in said easement area require all safeguards necessary to protect the public and said public right of way, and carry adequate insurance for the payment of any damage which may occur during such construction, reconstruction or maintenance in said easement area and save the CITY harmless from any claim or damages arising thereby.
11. That CITY will replace or rebuild any and all damage to improvements, 8' chain link fence, caused by CITY exercising its rights of inspecting or maintaining said 24th Street viaduct and storm sewer except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
12. 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
13. 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 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 easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

14. That said easement is granted upon the condition that the CITY will 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.
15. The City reserves the absolute right to terminate this 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.
16. 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.
17. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 27th day of October A.D., 1993.

CORPORATION

The Salvation Army, an Illinois corporation  
Name of Corporation

By Arthur E. Weir Title  
Arthur E. Weir, Treasurer

(Corporate Seal)

ATTEST:  
By Thomas C. Lewis Title  
Thomas C. Lewis, Asst. Secretary  
Date 10-27-93

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

CORPORATE ACKNOWLEDGEMENT

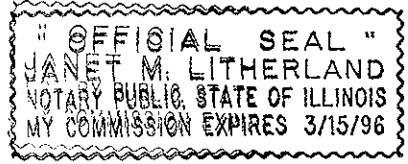
STATE OF ~~NEBRASKA~~ Illinois  
Cook ) SS  
COUNTY OF ~~NEBRASKA~~

On this 27th day of October, 1993, before me, the undersigned, a Notary Public in and for said County, personally came Arthur E. Weir, ~~President~~ Treasurer of The Salvation Army, a n Illinois Corporation, and Thomas C. Lewis, Asst. Secretary, Secretary of said Corporation, to me personally known to be the President and Secretary respectively 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 at Omaha in said County the day and year last above written.

Janet M. Litherland  
NOTARY PUBLIC  
Janet M. Litherland

My Commission expires 3-15-96  
ROW/8a:9808z






# Exhibit "A"

## LEGAL DESCRIPTION OF OWNER'S PROPERTY

Part of Tax Lot 5, having a North line 14 feet South of the South line of Shull's 4th addition, a south line border on the North line of Center Street an East line being the extension of the East line of Lot 1 of Shull's 4th Addition to the South until it intersects with the Northwest line of the Union Pacific right-of-way and thence Southwest on the right-of-way line to the North line of Center Street, and a West line of the East line of 25th Avenue (except for the East 37-½ feet of Tax Lot 2,) together with the N ½ of vacated Center Street adjoining on the South, in the SE ¼ of Section 28-15-13. (a metes and bounds description of said real property described in this paragraph, except N ½ of vacated Center Street adjoining on the South, is contained in deed recorded in said Deed Records in Book 799 at Page 146).

## CITY OF OMAHA Public Works Department

Owner(s) <u>The Salvation Army</u>	 Land Acquisition _____ S.F.	
Address <u>2501 Center Street</u> <u>Omaha, Nebraska 68105</u>	 Permanent Easement <u>9,332</u> S.F.	
	 Temporary Easement <u>16,475</u> S.F.	
Project No. <u>S.P. 87-32</u>	Date Completed <u>February 8, 1993</u>	Page <u>1</u> of <u>3</u>
Tract No. <u>9</u>	Revision Date <u>April 27, 1993</u>	
	Revision Date _____	

# Exhibit "A"

## PERMANENT EASEMENT

### Parcel A

A parcel of land being a portion of Tax Lot 5 situate in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 28, Township 15 North, Range 13 East of the Sixth Principal Meridian, City of Omaha, Douglas County, Nebraska, bounded and described as follows;

Beginning at the intersection of a line that is parallel with and 14.00 feet normally distant Southerly from the South line of Shull's 4th Addition to the City of Omaha with the Southerly prolongation of the East line of Lot 1 of said Shull 4th Addition, Also known as the Northeast corner of Tax Lot 5 in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 28;

Thence along said Southerly prolongation, South 2 degrees 20 minutes 19 seconds East, 423.88 feet to a point on the northwesterly right-of-way line of Union Pacific Railroad Company, said point being on a non-tangent curve, concave southeasterly, to which point a radial line bears North 35 degrees 19 minutes 44 seconds West, 1529.51;

Thence southwesterly, along said northwesterly right-of-way line of said Union Pacific Railroad Company, and along said curve, through a central angle of 0 degrees 55 minutes 22 seconds, 24.63 feet.

Thence North 2 degrees 24 minutes 33 seconds West, 437.30 feet to a point that is 14.00 feet normally distant southerly from said southerly line of Shull's 4th Addition;

Thence parallel with said southerly line, North 87 degrees 13 minutes 18 seconds East, 21.09 feet to the Point of Beginning.

Said parcel contains an area of 8,968 square feet (0.21 acre), more or less.

### Parcel B

A parcel of land being a portion of Tax Lot 8 situate in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 28, Township 15 North, Range 13 East of the Sixth Principal Meridian, City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Commencing at the intersection of the northwesterly right-of-way line of Union Pacific Railroad Company with the southerly right-of-way line of vacated Center Street;

Thence along said southerly right-of-way line of vacated Center Street, South 87 degrees 37 minutes 52 seconds West, 169.81 feet to the TRUE POINT OF BEGINNING;

Thence South 2 degrees 22 minutes 08 seconds East, 18.29 feet;




Thence South 88 degrees 12 minutes 13 seconds West, 20.00 feet;

Thence North 2 degrees 22 minutes 08 seconds West, 18.09 feet to a point on said southerly right-of-way line of vacated Center Street;

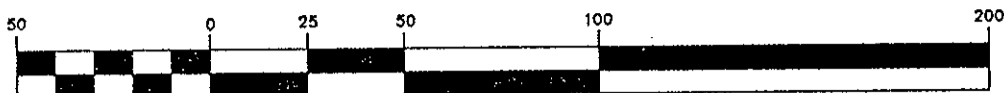
Thence along said southerly right-of-way line of Center Street, North 87 degrees 37 minutes 52 seconds East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains an area of 364 square feet (0.008 acre), more or less.

## CITY OF OMAHA Public Works Department

Owner(s) <u>The Salvation Army</u>	 Land Acquisition _____ S.F.	
Address <u>2501 Center Street</u> <u>Omaha, Nebraska 68105</u>	 Permanent Easement <u>9,332</u> S.F.	
	 Temporary Easement <u>16,475</u> S.F.	
Project No. <u>S.P. 87-32</u>	Date Completed <u>February 8, 1993</u>	Page <u>2</u> of <u>3</u>
Tract No. <u>9</u>	Revision Date <u>April 27, 1993</u>	
	Revision Date _____	

GRAPHIC SCALE



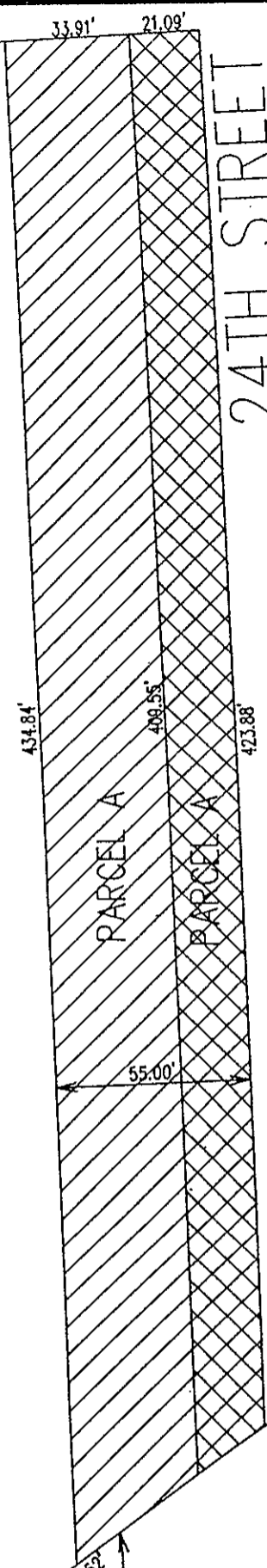
( IN FEET )  
1 inch = 50 ft.



T.L. 5  
PART

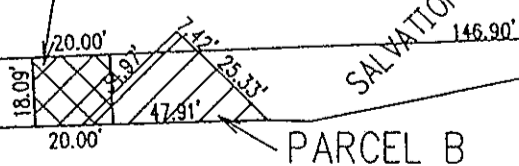
SALVATION ARMY

24TH STREET



NORTH R.O.W. LINE VACATED CENTER STREET

PARCEL B VACATED CENTER ST.



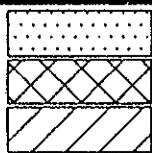
PARCEL B

U.P.R.R.C.

33.02'  
NORTHWESTERLY R.O.W. LINE OF  
UNION PACIFIC  
RAIL ROAD CO.

98.62'

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



LAND ACQUISITION	_____	S.F.
PERMANENT EASEMENT	9,332	S.F.
TEMPORARY EASEMENT	16,475	S.F.

PROJECT NO. S.P. 87-32  
TRACT NO. 9