



When recorded, please Tim Phelan Public Works Dept./ROW Sect.

8 41 AM '98 Apr 30

RICHARD H. TAKEOHI Project No.: s.p. 86-23REGISTE

DOUGL 40 Tract No.: 28 Address:

928 So.72nd Street Omaha, NE 68124

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Raymond F. Ellis & Lorraine Ellis, Randal D. Ellis, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three hundred thirty-five and 00/100 dollars (\$335.00) and other valuable consideration, 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 sidewalk, 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 sidewalk at the will of the CITY. The GRANTOR may, following construction of said sidewalk 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:

- 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.
- That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights 2. of inspecting, maintaining or operating said sidewalk, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 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.
- That said GRANTOR for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, that they, the GRANTOR are well seized in fee of the above described property and that they have the right to grant and convey this permanent sidewalk 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 against the lawful claims and demands of all persons. This permanent sidewalk easement runs with the land.
- That said permanent easement is granted upon the condition that the CITY may remove or cause to be 6. removed all presently existing improvements thereon, including but not limited to, lawns, trees within the easement area as necessary for construction.

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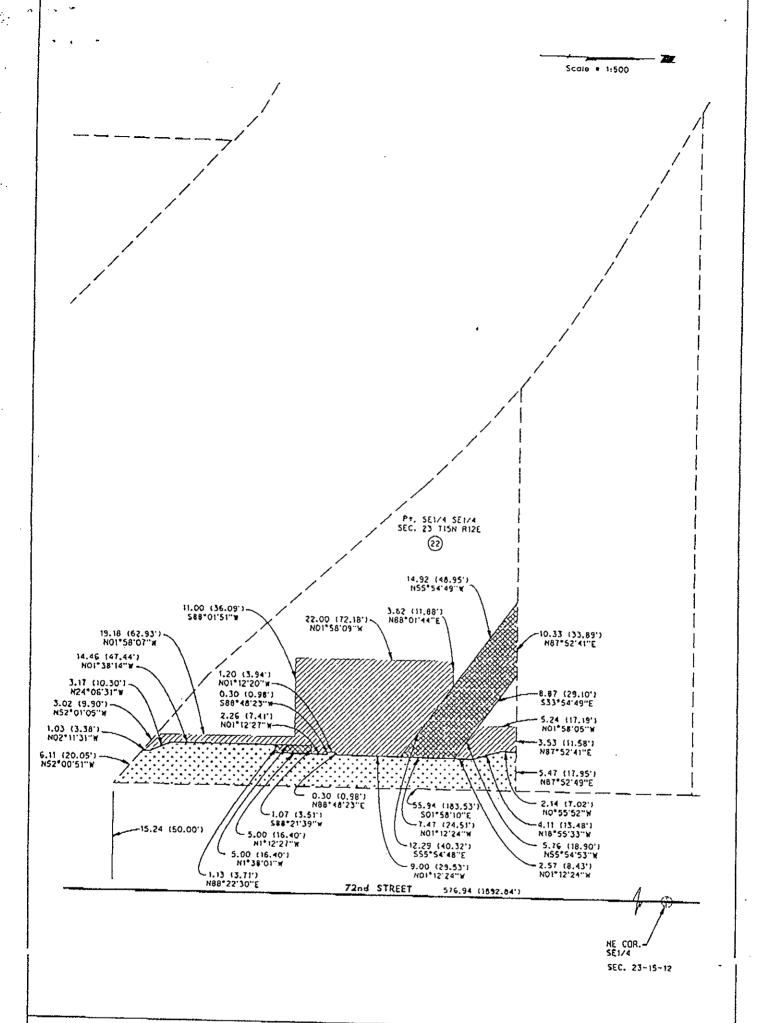
- 7. The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except an Agreement between the Ellis family and the City of Omaha, an Acquisition and a Temporary Construction Easement, and Permanent Sewer Easement, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hands thisday ofday of
Raymond F. Ellis Lorraine Ellis
RandalyD. Ellis
STATE OF NEBRASKA)) SS COUNTY OF DOUGLAS)
On this
before me, a Notary Public, in and for said County, personally came the above named:
Raymond F. Ellis & Lorraine Ellis, Randal D. Ellis
who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.
WITNESS my hand and Notarial Seal the day and year last above written.
GENERAL NOTARY-State of Nebraska TIMOTHY G. PHELAN My Comm. Exp. Nov. 11, 1998 NOTARY PUBLIC
My Commission expires

EXHIBIT "A"

Permanent Sidewalk Easement:

A tract of land located in the SE1/4 of the SE1/4 of Section 23, T15N, R12E of the 6th P.M., Douglas County, Nebraska, and described as follows: Beginning at a point 549.58 meters (1803.08 feet) south of and 4.71 meters (15.45 feet) west of the northeast corner of the said SE1/4 of the SE1/4 of Section 23; thence S01°12'27"E a distance of 5.00 meters (16.40 feet); thence S88°22'30"W a distance of 1.13 meters (3.71 feet); thence N01°38'01"W a distance of 5.00 meters (16.40 feet); thence N88°21'39"E a distance of 1.07 meters (3.51 feet) to the Point of Beginning and both containing 133.32 square metes (1435.04 square feet) more or less.



LAND ACQUISITION <u>282.80 (3044.03)</u>
PERMANENT EASEMENT <u>133.32 (1435.04)</u>
TEMPORARY EASEMENT <u>310.50 (3342.19)</u>
LEGEND: S.M. (S.F.)

OWNER: RAYMOND F. & LORRAINE ELLIS, ETAL

928 S. 72nd STREET OMAHA, NE. 68124 PROJECT NO. SP 86-23
TRACT NO. 22

DATE: ___FEB 2, 1998

LEAD AGENCY:
CITY OF OMAHA
PUBLIC WORKS DEPARTMENT