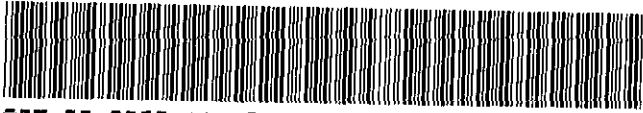


MISC 2003205087

RICHARD M. TAKLECH
REGISTER OF DEEDS
PLAS COUNTY, NE.



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**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

B	$\frac{5}{1}$	FEE <u>25.50</u>	FB <u>62-01820</u>
		BKP _____	W/O _____
		DEL _____	SCAN _____

COMP 83
FV _____

RETURN TO TOM LUND
Public Works

**PERMANENT EASEMENT AGREEMENT
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

THAT Community Bible Church, a Corporation and Evangelical Mennonite Brethern, a Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One dollar (\$ 1.00) 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 and maintain a retaining wall with footings, tiebacks, and appurtenances thereto, and to construct and maintain drainage facilities, collectively hereinafter referred to as IMPROVEMENTS 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 IMPROVEMENTS at the will of the CITY. The GRANTOR may, following construction of said IMPROVEMENTS 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, 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 IMPROVEMENTS, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) 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.
- 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 himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that they, the GRANTOR is or are well seized in fee of the

above described property and that they have the right to grant and convey this permanent 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 easement runs with the land.

- 6) That said permanent 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, plants, shrubs, and trees within the easement area as necessary for construction.
- 7) That CITY will be installing Roof Drain collections lines for the benefit of GRANTOR which will carry run off water from GRANTOR's property to a perimeter drainage line that runs behind the wall. This run off will then be carried to the CITY's storm water sewer system. After construction of the Roof Drain collection lines on GRANTOR's property, GRANTOR agrees that they will be the owners of the lines and will be responsible for any and all maintenance and repair of said lines.
- 8) That CITY will be constructing a drainage trough in the area behind the retaining wall along the perimeter of the property. After construction of the drainage trough, GRANTOR agrees that they will be responsible for routine maintenance of this area.

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 Sept 7 day of 2003.

Community Bible Church, Corporation
Federal I.D. No. 47-0523010

AUTHORIZED OFFICER:

Dr. Lonnie Hoyer
Chairman

ATTEST:

William C. Bragg
Secretary

(Corporate Seal)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 7th day of September, 2003, before me, a Notary Public in and for said County, personally came Dr. Lonnie Hoyer and William C. Bragg, of Community Bible Church, 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.

Paula Bragg
NOTARY PUBLIC



Evangelical Mennonite Brethern, Corporation

Federal I.D. No. _____

AUTHORIZED OFFICER:

ATTEST:

Paula C. Boeker

Don Krebbeil

Chairman ~~Administrate~~

Secretary

STATE OF NEBRASKA)

(Corporate Seal)

) SS

COUNTY OF DOUGLAS)

On this 1th day of September, 2003, before me, a Notary Public in and for said County, personally came Raul Boeker and Don Krebbeil, of Evangelical Mennonite Brethern, 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.

Paula Bragg
NOTARY PUBLIC



CITY OF OMAHA, a Municipal Corporation

By _____
Public Works Director, City of Omaha

APPROVED AS TO FORM:

Paula C. Boeker 8/29/03
Assistant City Attorney

SEP 2008
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DEPT.

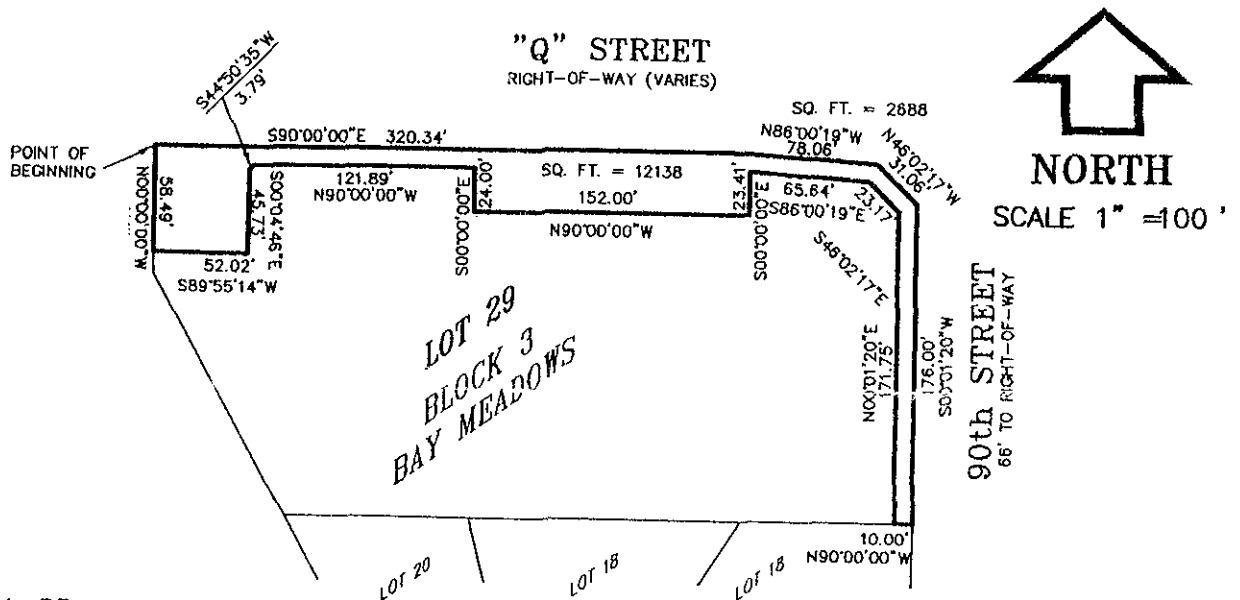
Project No. EGA031081

DESCRIPTION & SKETCH

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PORTION OF LOT 29, BLOCK 3, BAY MEADOWS, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 29; THENCE SOUTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID LOT 29, A DISTANCE OF 320.34 FEET; THENCE SOUTH 86°00'19" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 78.06 FEET; THENCE SOUTH 46°02'17" EAST, A DISTANCE OF 31.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT 29; THENCE SOUTH 00°01'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 176.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 29; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°01'20" WEST, A DISTANCE OF 171.75 FEET; THENCE NORTH 46°02'17" WEST, A DISTANCE OF 23.17 FEET; THENCE NORTH 86°00'19" WEST, A DISTANCE OF 65.64 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.41 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 121.89 FEET; THENCE SOUTH 00°04'46" EAST, A DISTANCE OF 45.73 FEET; THENCE SOUTH 89°55'14" WEST, A DISTANCE OF 52.02 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LOT 29; THENCE NORTH 00°00'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 58.49 FEET TO THE POINT OF BEGINNING. THE ABOVE TRACT OF LAND CONTAINS 12,138 SQUARE FEET, MORE OR LESS.



Date: 7-24-03

EGA
EHRHART
GRIFFIN &
ASSOCIATES

ENGINEERING

PLANNING

LAND SURVEYING

3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631