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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
5/10/2017 12:14:02.07



2017035354

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

city4

CHECK NUMBER

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

*KNOW ALL MEN BY THESE PRESENTS:*

THAT 6920 Ventures, LLC, a Nebraska limited liability company and Northwest I-680, LLC, a Nebraska limited liability company (hereinafter referred to together as "GRANTOR") 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, 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, 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.

*Return to:*

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

- 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 GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have 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 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:

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 27<sup>th</sup> day of March, 2016.

**GRANTOR:**

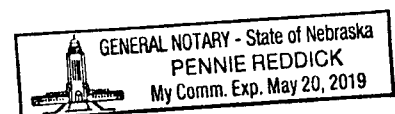
**6920 VENTURES, LLC,**  
a Nebraska limited liability company

By: [Signature]  
Name: James P. Salati  
Its: member

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 27 day of March, 2016, by James Salati the member of 6920 Ventures, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public




**NORTHWEST I-680 LLC,**  
a Nebraska limited liability company

By: 

Name: Anthony Saldi  
Its: Managing Member

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF DOUGLAS     )

The forgoing was acknowledged before me on 3-28-17, 2017, by Anthony Saldi, Managing Member of NORTHWEST I-680 LLC, a Nebraska limited liability company, on behalf of said limited liability company.


  
Notary Public



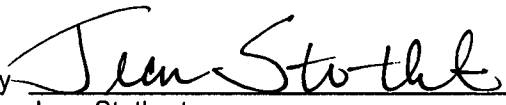
## Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

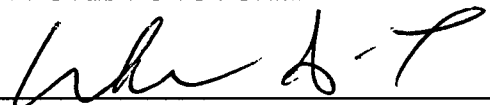
ATTEST:

  
Elizabeth Butler  
City Clerk, City of Omaha

5-4-17

By  5-4-17  
Jean Stothert,  
Mayor, City of Omaha

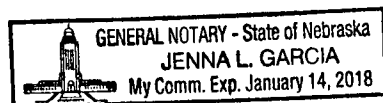
APPROVED AS TO FORM:

 27 Apr 2017  
ASSISTANT CITY ATTORNEY

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of May, 2017, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk 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 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.

Notary Seal:



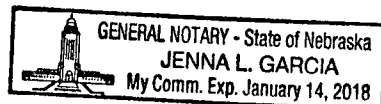
  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of May, 2017, 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:



  
NOTARY PUBLIC

Project No. EGA141221

Exhibit "A"

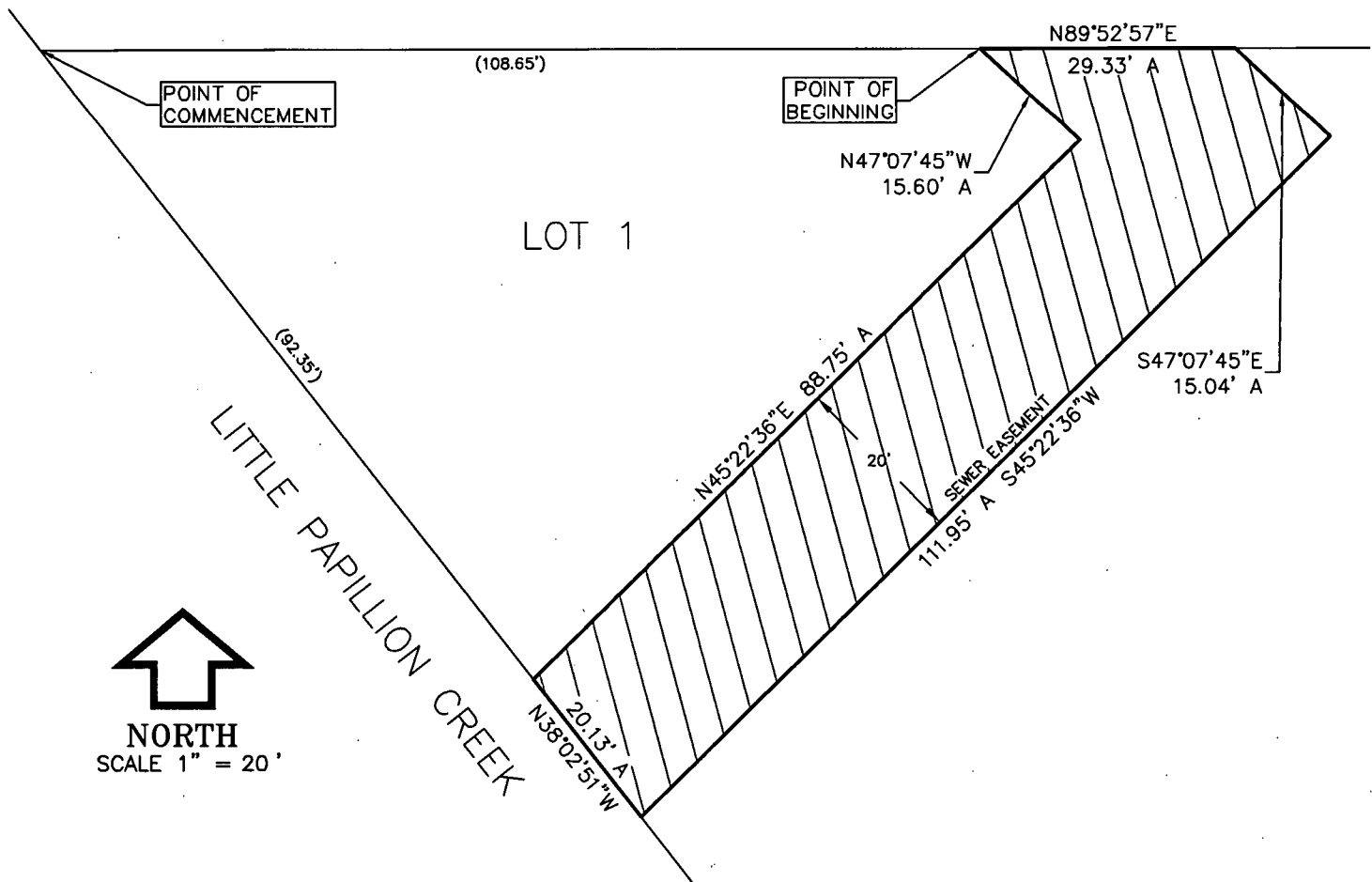
Date: 5/6/16

## DESCRIPTION & SKETCH

### LEGAL DESCRIPTION:

A PORTION OF LOT 1, AKSARBEN POINTE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH  $89^{\circ}52'57''$  EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 108.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $89^{\circ}52'57''$  EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 29.33 FEET; THENCE SOUTH  $47^{\circ}07'45''$  EAST, A DISTANCE OF 15.04 FEET; THENCE SOUTH  $45^{\circ}22'36''$  WEST, A DISTANCE OF 111.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH  $38^{\circ}02'51''$  WEST ALONG SAID WEST LINE, A DISTANCE OF 20.13 FEET; THENCE NORTH  $45^{\circ}22'36''$  EAST, A DISTANCE OF 88.75 FEET; THENCE NORTH  $47^{\circ}07'45''$  WEST, A DISTANCE OF 15.60 FEET TO THE POINT OF BEGINNING. CONTAINING 2313 SQUARE FEET, MORE OR LESS.



**EHRHART  
GRIFFIN &  
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631