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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/27/2010 10:42:26.61



2010066093

**PERMANENT SEWER EASEMENT
LIMITED LIABILITY COMPANY**

When recorded return to:
City of Omaha, Nebraska

Public Works Department
Design Division
R-O-W Section
(Gregg McGillivray, R/W Agent)

| FOR OFFICE USE ONLY | |
|---------------------|---------------------------------------|
| Project: | Relief Sewer 96th & "I" to 88th & "L" |
| City Proj. No.: | OPW 51450 (RN) |
| Tract No.: | 2 |
| Address: | 9317 J Street Omaha, Nebraska 681 |

KNOW ALL MEN BY THESE PRESENTS:

THAT **Matcon, L.L.C.**, a Nebraska Limited Liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Nine thousand nine hundred fifty and 00/100 dollars (\$9,950.00) 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 sewer easement for the right to construct, maintain and/or operate a sewer, 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, of which approval shall not be unreasonably withheld. 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) 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. The City shall remain liable for its actions, including the actions of those working on behalf of the City under the rights obtained within the Permanent easement.
- 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 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 permanent sewer 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 permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) 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.

CITY 4

- 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 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 (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereto and these presents to be signed by its respective manager(s) this

8th day of JULY, 20 09.

Matcon, L.L.C., a Nebraska limited liability company
(Name of Limited Liability Company)

(Federal I.D. No.)

AUTHORIZED MANAGER:

ATTEST:

[Signature] Manager
(Name and Title)

Anne Marcotte Manager
(Name and Title)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

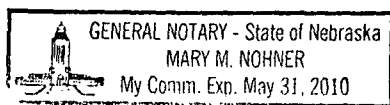
On this 8th day of JULY, 20 09, before me, a Notary Public

in and for said County, personally came Mary E. JOHNSON,
(Name)
MANAGER, of Matcon, L.L.C.,
(Title) (Name of Limited Liability Company)

a Nebraska Limited Liability Company, and, ANNE M. MARCOTTE,
(State) (Name)
MANAGER of said Limited Liability Company, to me personally known to be the
respective (Title)

managers of said limited liability company 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 Limited Liability Company.

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



Notary Seal

Mary M. Nohner
NOTARY PUBLIC

Exhibit "A"




PERMANENT EASEMENT LEGAL DESCRIPTION

A tract of land located in Lot 1, Enterprise Properties Addition, City of Omaha, Douglas County, NE, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Enterprise Properties Addition; thence continuing south 87°50'42" west along the said north right of way line of "L" Street for a distance of 200.00 feet to the southwest corner of said Lot 1; thence north 03°14'59" west along the west property line of said Lot 1 for a distance of 33.15 feet; thence south 89°26'43" east for a distance of 200.39 feet to a point on the east property line of said Lot 1; thence south 03°11'13" east along the east property line of said Lot 1 for a distance of 23.67 feet to the point of beginning.

"Mailing Address":
c/o Investors Realty 11301 Davenport St. Omaha, NE 68154-0000

CITY OF OMAHA
Public Works Department

| | | |
|--|-------------------------------|---|
| Owner(s): Matcon, LLC Address: 9317 J Street Omaha, NE 68127 | |  Land Acquisition = _____ S.F. |
| | |  Permanent Easement = <u>5,680</u> S.F. |
| | |  Temporary Easement = _____ S.F. |
| Project No. OPW 51450 (RN) | | Project Name: Relief sewer from 96th & "I" Strs. to 88th & L Strs. |
| Tract No. 2 | Date Prepared: 1/22/09 | Revision Date(s): |
| | | Page 1 of 2 |



SCALE: 1"=40'

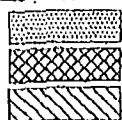
"J" STREET

TRACT NO.2

"L" STREET

1/4 SECTION LINE

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



| | |
|--------------------|------------|
| LAND ACQUISITION | _____ S.F. |
| PERMANENT EASEMENT | 5,680 S.F. |
| TEMPORARY EASEMENT | _____ S.F. |

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|-------------|----------------|
| PROJECT NO. | OPW 51450 (RN) |
| TRACT NO. | 2 |