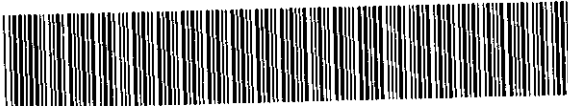




City of Omaha  
Mike Fahey, Mayor



MISC 2003198861



OCT 10 2003 13:14 P 5

**Planning Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1100  
Omaha, Nebraska 68183-0110  
(402) 444-5200  
(402) 444-5150  
Telefax (402) 444-6140

**Robert C. Peters**  
Director

Honorable President

and Members of the City Council,

Transmitted herewith is an Ordinance requested by the Public Works Department providing for the transfer of permanent easements to Riverfront NPS, Inc., a Nebraska Corporation. Riverfront NPS will be constructing, inspecting, maintaining, repairing, operating and replacing a sanitary sewer and appurtenances thereto and will also be constructing, inspecting, maintaining, repairing, operating and replacing any necessary utility lines and appurtenances thereto as part of the improvements necessary for the National Park Services facility.

This Ordinance authorizes the Mayor to execute the attached Easements and Right-of-Ways which will transfer the property interest to Riverfront NPS, Inc

Your favorable consideration of this ordinance is respectfully requested.

Sincerely,

Referred to City Council for Consideration:

*Robert C. Peters* 9.02.03  
Robert C. Peters Date  
Planning Director

*Robert C. Peters* 9-3-04  
Mayor's Office Date

Approved:

*Norm Jaekman* 9-02-03  
Norm Jaekman Date  
Acting Public Works Director

*Brinker Harding  
Pacific Realty Group  
1905 Harney Street, 4th Floor  
Omaha, NE 68102*

P:\Law1\9326\pjn.doc

RICHARD N. JAKECHI  
REGISTER OF DEEDS  
1515 FARNAM STREET  
OMAHA, NE 68102

RECORDED

*K 5  
1*

FEE 25.50 FB 07-13257  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP PN  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

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### PERMANENT SANITARY SEWER EASEMENT

THE CITY OF OMAHA, a municipal corporation in the State of Nebraska ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto RIVERFRONT NPS, INC., a Nebraska corporation ("Grantee"), as the owner of the real estate described on Exhibit "A" attached hereto, together with its successors and assigns, a permanent sanitary sewer easement for the right to construct, inspect, maintain, repair, operate and replace a sanitary sewer, and appurtenances thereto, in, through and under that certain real estate more particularly described on Exhibit "B" attached hereto (the "Easement Parcel").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together with the right of ingress and egress from the Easement Parcel for the purpose of constructing, inspecting, maintaining, repairing, operating and replacing said sanitary sewer at the will of Grantee. Grantor may, following construction of said sanitary sewer, continue to use the surface of the Easement Parcel for other purposes, subject to the limitations set forth below and the right of Grantee to use the Easement Parcel for the purposes herein set forth.

IT IS FURTHER AGREED as follows:

1. No buildings, improvements or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across the Easement Parcel by Grantor or its successors or assigns without the express written approval of Grantee. Grantor may place or install landscaping, road and/or street surfaces, parking areas and pavement over the Easement Parcel.

2. Grantee will replace and rebuild any and all damage to improvements caused by Grantee in exercising its rights of inspecting, maintaining, repairing, operating or replacing said sanitary sewer, except that damage to, or loss of landscaping, trees or shrubbery, will not be compensated by Grantee.

3. This Permanent Sanitary Sewer Easement is also for the benefit of any contactor, agent, employee or representative of Grantee in connection with the construction and any other work respecting said sanitary sewer.

4. Grantee shall cause any trench made on the Easement Parcel to be properly filled and shall cause the Easement Parcel to be left in a neat and orderly condition.

5. Grantor, for itself and its successors and assigns, does confirm with Grantee and its successors and assigns, that it is the owner in fee simple of the Easement Parcel, that it has the right to grant and convey this Permanent Sanitary Sewer Easement, and that it and its successors and assigns, shall warrant and defend this Permanent Sanitary Sewer Easement to Grantee and its successors and assigns against the lawful claims and demands of all persons. The easement granted and conveyed by this Permanent Sanitary Sewer Easement shall run with the land.

6. Grantee shall have the right to remove or cause to be removed all presently existing improvements on the Easement Parcel as necessary for construction, maintenance, repair and replacement of said sanitary sewer.

7. This Permanent Sanitary Sewer Easement contains the entire agreement between the parties.

IN WITNESS WHEREOF, The City of Omaha, a municipal corporation, has caused these presents to be executed by its Mayor and its corporate seal to be affixed this 2nd day of October, 2003.

THE CITY OF OMAHA, a municipal corporation

By Mike Jolley  
Mayor

[Corporate Seal]

ATTEST:

Buster Brown  
City Clerk

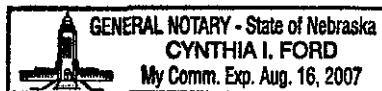
APPROVED AS TO FORM:

Fredrick J. Gorman  
SPECIAL PROJECTS  
ASSOCIATE CITY ATTORNEY

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 2nd day of October, 2003, before me, the undersigned, a notary public in and for said county, personally came Mike Jolley, Mayor, and Buster Brown, Clerk, of THE CITY OF OMAHA, a municipal corporation, to me personally known to be the Mayor and the City Clerk, and who executed the above conveyance and acknowledged the execution thereof to be the voluntary act and deed of the CITY OF OMAHA, a municipal corporation, and that the corporate seal of the City of Omaha was thereto affixed by its authority.

In testimony whereof, I have hereunto signed my hand and affixed my notarial seal at Omaha, in Douglas County, on the day and year last above written.



Cynthia I. Ford  
Notary Public

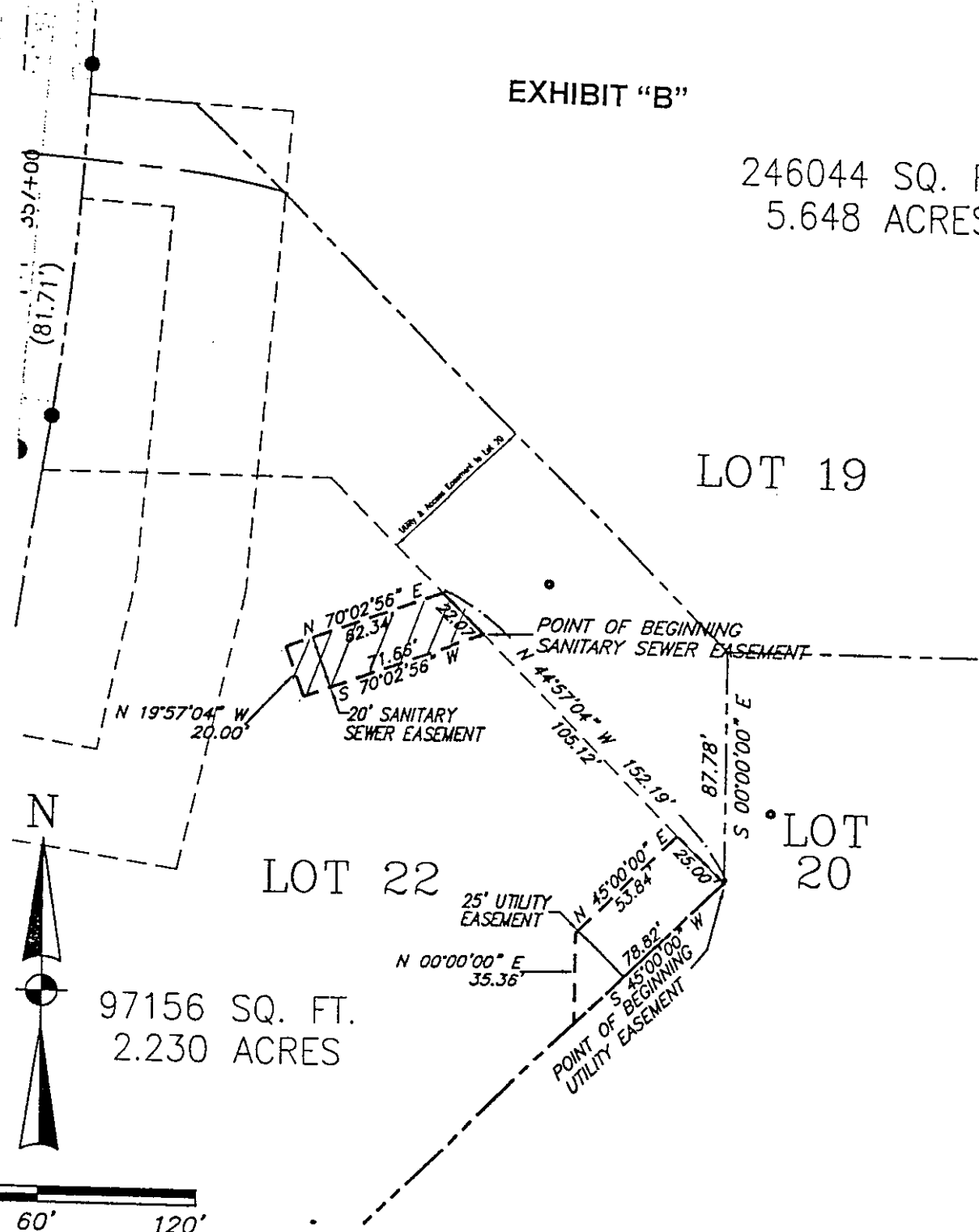
My commission expires 8/16/07

**Exhibit "A"**

Lot 20, Gallup University Riverfront Campus, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska.

EXHIBIT "B"

246044 SQ. F  
5.648 ACRES



20' SANITARY SEWER EASEMENT DESCRIPTION

A TRACT OF LAND FOR SANITARY SEWER EASEMENT PURPOSES LOCATED IN LOT 22, GALLUP UNIVERSITY RIVERFRONT CAMPUS, A SUBDIVISION, AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20 OF SAID SUBDIVISION, SAID POINT ALSO BEING A CORNER ON THE EAST LINE OF SAID LOT 22; THENCE S 00°00'00" E (ASSUMED BEARING), 87.78 FT. ON THE EAST LINE OF SAID LOT 22; THENCE N 44°57'04" W, 130.12 ON THE SOUTH LINE OF AN EXISTING UTILITY AND ACCESS EASEMENT TO LOT 20, TO THE POINT OF BEGINNING; THENCE S 70°02'56" W, 71.66 FT.; THENCE N 19°57'04" W, 20.00 FT.; THENCE N 70°02'56" E, 62.34 FT. TO THE SOUTH LINE OF SAID EXISTING EASEMENT; THENCE S 44°57'04" E, 22.07 FT. ON THE SOUTH LINE OF SAID EXISTING EASEMENT TO THE POINT OF BEGINNING, CONTAINING 1340.0 SQ. FT. MORE OR LESS.