
THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: CITY 4

CHECK NUMBER

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

When recorded return to:
City of Omaha, Nebraska

Public Works Department
General Services Division
R-O-W Section
(Kyle Dworak)

FOR OFFICE USE ONLY	
Project:	Missouri River Flood Protection Project Phase 1
City Proj. No.:	OPW 52534
Tract No.:	5
Address:	155 Ida Street Omaha, Nebraska

KNOW ALL MEN BY THESE PRESENTS:

THAT S & O Properties LLC, a Nebraska Limited Liability Company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eight thousand two hundred seventy dollars (\$8,270.00) 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 relief wells, lateral connections, pumping equipment, drainage structures, 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 relief wells and lateral connections at the will of the CITY. The GRANTOR may, following construction of said relief wells and lateral connections 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, trees, shrubbery 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, parking area surfacing,

and/or pavement. These improvements and any grass 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 relief wells and lateral connections, 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 relief wells and lateral connections within the permanent easement described above.
- 4) This permanent levee easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 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 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 levee 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 levee easement runs with the land.
- 7) That said permanent levee 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 (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 30th day of April, 2018.

S & O Properties LLC
(Name of Limited Liability Company)

AUTHORIZED MEMBER:
Cody Olsen President
(Name and Title)

ATTEST:

(Name and Title)

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 30th day of April, 2018, before me, a Notary Public in and for said

County, personally came Cody Olsen, President,
(Name) (Title)

on behalf of S & O Properties LLC, a Limited Liability Company and _____, of said
(Name) (Title)

Limited Liability Company, to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member(s) and the voluntary act and deed of said Limited Liability Company.

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



Kyle J. Dworak
NOTARY PUBLIC

Notary Seal

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

[Signature] 5/10/18
Elizabeth Butler,
City Clerk, City of Omaha

BY:

[Signature] 5/10/18
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

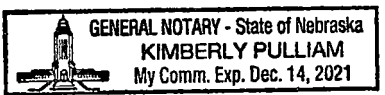
[Signature] 7 May 18
ASSISTANT CITY ATTORNEY DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of May, 2018, 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 their 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:



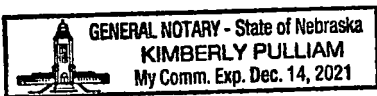
[Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of May, 2018, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha 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.

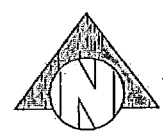
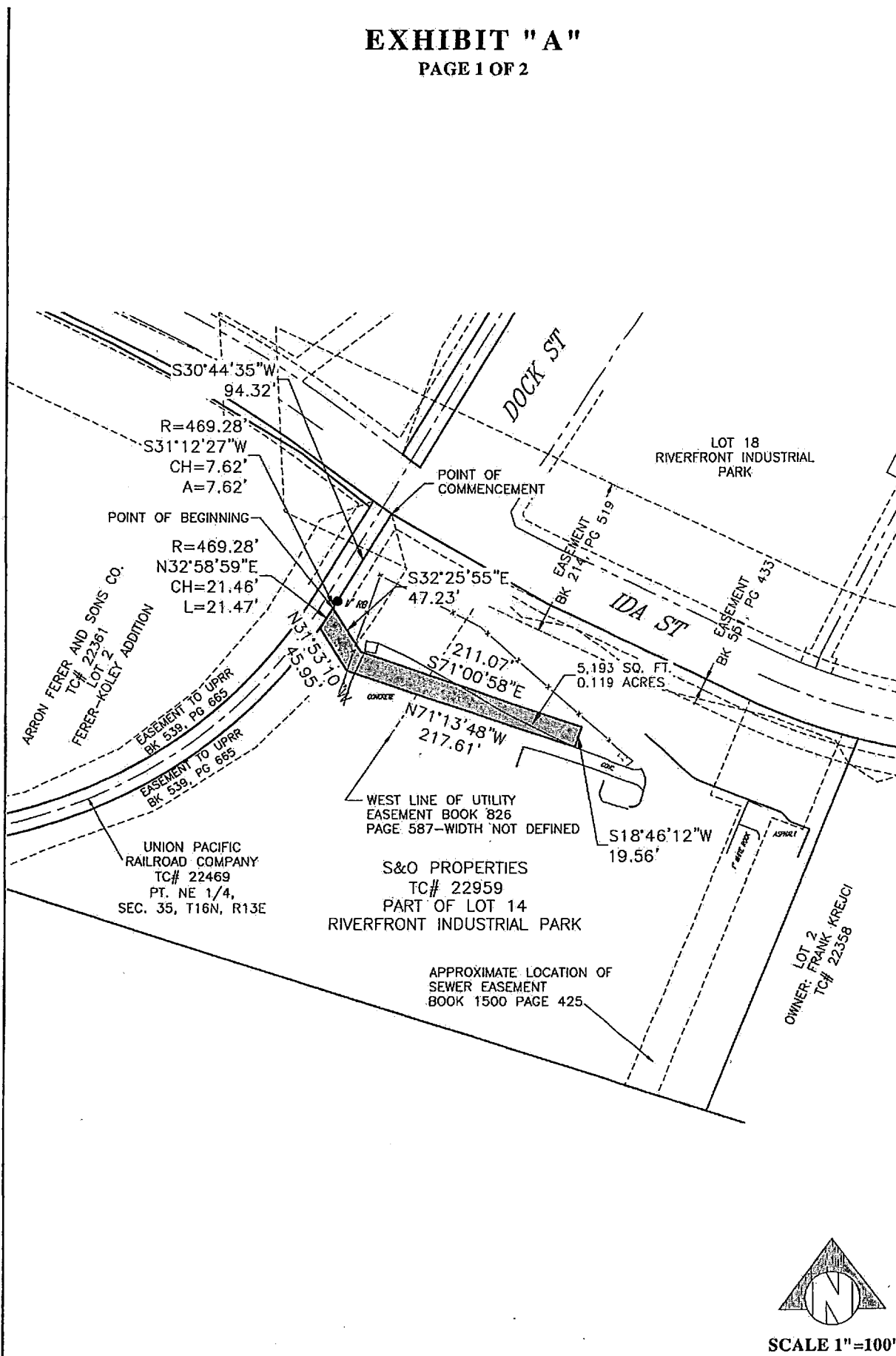
Notary Seal:



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

PAGE 1 OF 2



SCALE 1"=100'

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT			
	PERMANENT EASEMENT: 5,193 S.F.	TRACT NO.: 5	PROJECT NO.: OPW52534
		PREPARE DATE: 6/9/2017	REVISION DATE:

EXHIBIT "A"

PAGE 2 OF 2

LEGAL DESCRIPTION

A PERMANENT EASEMENT OVER PART OF LOT 14, RIVERFRONT INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14, RIVERFRONT INDUSTRIAL PARK; THENCE SOUTH 30°44'35" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM, NAD83) FOR 94.32 FEET ALONG THE WEST LINE OF SAID LOT 14 TO A 1" REBAR;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 469.28 FEET AND A LONG CHORD BEARING SOUTH 31°12'27" WEST FOR 7.62 FEET) FOR AN ARC LENGTH OF 7.62 FEET CONTINUING ALONG THE WEST LINE OF SAID LOT 14 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°25'55" EAST FOR 47.23 FEET;

THENCE SOUTH 71°00'58" EAST FOR 211.07 FEET;

THENCE SOUTH 18°46'12" WEST FOR 19.56 FEET;

THENCE NORTH 71°13'48" WEST FOR 217.61 FEET;

THENCE NORTH 31°53'10" WEST FOR 45.95 FEET TO SAID WEST LOT LINE;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 469.28 FEET AND A LONG CHORD BEARING NORTH 32°58'59" EAST FOR 21.46 FEET) FOR AN ARC LENGTH OF 21.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,193 SQUARE FEET OR 0.119 ACRES.

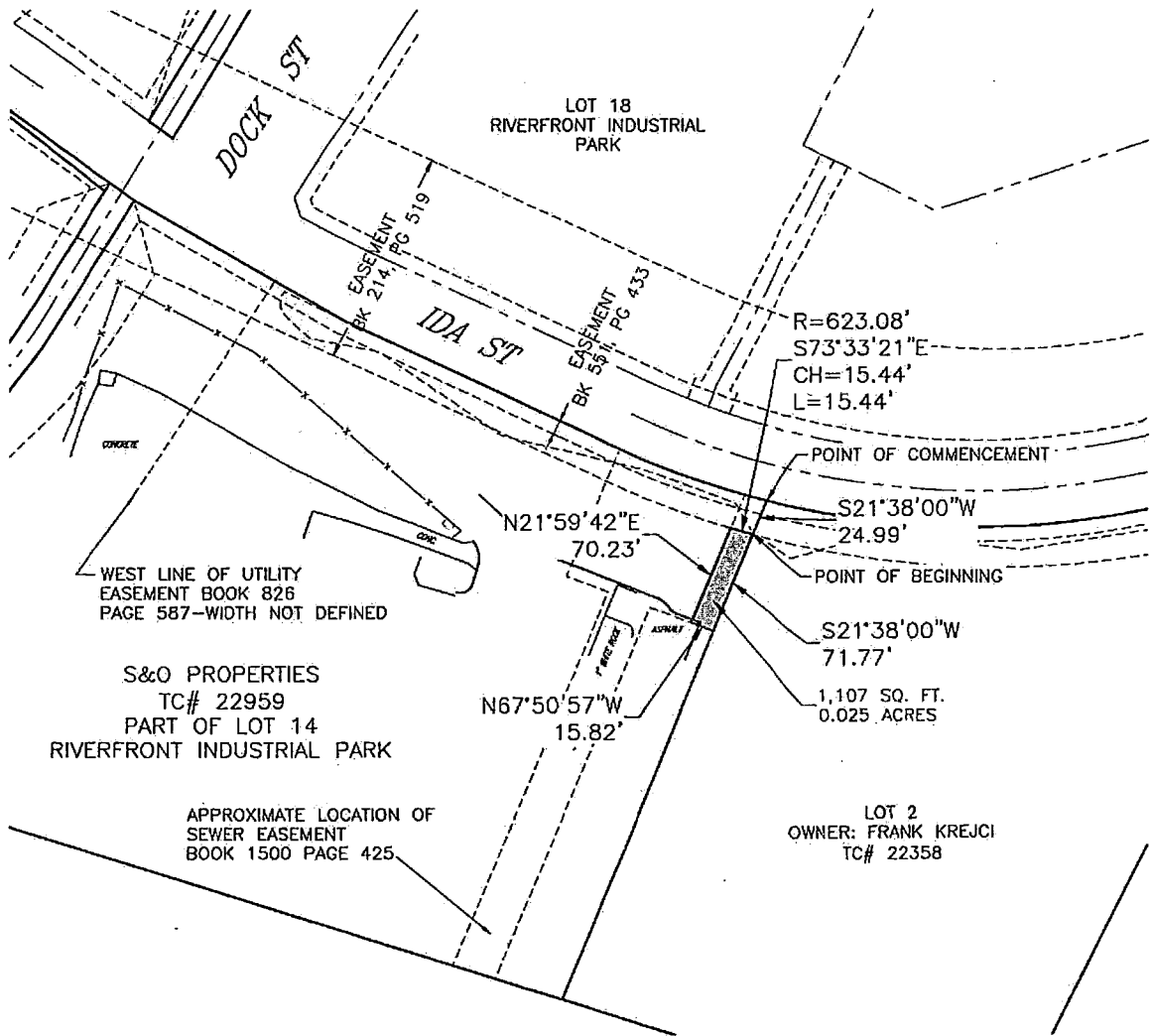
CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

TRACT NO.: 5 PROJECT NO.: OPW52534

PREPARE DATE: 6/9/2017 REVISION DATE: _____

EXHIBIT "A"

PAGE 1 OF 2



SCALE 1"=100'

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	PERMANENT EASEMENT:	1,107 S.F.	TRACT NO.: <u>5</u>	PROJECT NO.: <u>OPW52534</u>
			PREPARE DATE: <u>8/14/2017</u>	REVISION DATE: _____

EXHIBIT "A"

PAGE 2 OF 2

LEGAL DESCRIPTION

A PERMANENT EASEMENT OVER PART OF LOT 14, RIVERFRONT INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14, RIVERFRONT INDUSTRIAL PARK;

THENCE SOUTH 21°38'00" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM, NAD83) FOR 24.99 FEET ALONG THE EAST LINE OF SAID LOT 14 TO THE SOUTH LINE OF EASEMENT RECORDED IN BOOK 214, PAGE 519, DOUGLAS COUNTY, NEBRASKA AND TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 21°38'00" WEST FOR 71.77 FEET CONTINUING ALONG SAID EAST LOT LINE;

THENCE NORTH 67°50'57" WEST FOR 15.82 FEET TO THE EAST LINE OF SEWER EASEMENT RECORDED IN BOOK 1500, PAGE 425, DOUGLAS COUNTY, NEBRASKA;

THENCE NORTH 21°59'42" EAST FOR 70.23 FEET ALONG SAID EAST LINE TO SAID SOUTH EASEMENT LINE;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 623.08 FEET AND A LONG CHORD BEARING SOUTH 73°33'21" EAST FOR 15.44 FEET) FOR AN ARC LENGTH OF 15.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,107 SQUARE FEET OR 0.025 ACRES.

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

TRACT NO.: 5 PROJECT NO.: OPW52534

PREPARE DATE: 6/14/2017 REVISION DATE: _____