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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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Return To:

TOM LUND
PUBLIC WORKS
CITY OF OMAHA

Check Number

6

**PERMANENT SEWER EASEMENT
(CORPORATION)**

When recorded return to:
City of Omaha, Nebraska

Public Works Department
Design Division
R-O-W Section
(Tom Lund, R/W Agent)

FOR OFFICE USE ONLY	
Project:	Aksarben Place-63rd & Center Street Public Improvements
City Proj. No.:	OPW 51235
Tract No.:	2
Address:	2313 South 63rd Street Omaha, Nebraska 68106

KNOW ALL MEN BY THESE PRESENTS:

THAT **Evron, Inc.**, a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One hundred and 00/100 dollars (\$100.00) 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"
LEGAL DESCRIPTION PERMANENT SEWER EASEMENT**

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) 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.
- 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.

- 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 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
31 day of August, 2007.

Evron, Inc.

(Name of Corporation)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

Paul Waggener, President
(Name and Title)

(Name and Title)

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

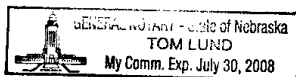
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 31 day of August, 2007, before me, a Notary Public
in and for said County, personally came Paul Waggener,
President, of Evron, Inc.
(Title) (Name of Corporation)

a _____ Corporation, and, _____,
(State) (Name)
_____ of said Corporation, to me personally known to be the respective officers
(Title)

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.



Notary Seal

Tom Lund
NOTARY PUBLIC

Project No. EGA061123

Exhibit "A"

Date: 1-30-07

DESCRIPTION & SKETCH

LEGAL DESCRIPTION: RIGHT-OF-WAY ACQUISITION

A PORTION OF LOT 7, BLOCK 4, WEST LAWN PARK, AND A PORTION OF THE NORTH 1/2 OF VACATED CASTELAR STREET, ALL AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED CASTELAR STREET AND THE EAST RIGHT-OF-WAY LINE OF 63rd STREET; THENCE NORTH 00°32'47" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 175.00 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 7; THENCE NORTH 89°27'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 8.80 FEET; THENCE SOUTH 00°22'05" EAST, A DISTANCE OF 175.13 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF VACATED CASTELAR STREET; THENCE NORTH 89°38'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.26 FEET TO THE POINT OF BEGINNING. CONTAINING 1493 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PERMANENT SEWER EASEMENT

A PORTION OF LOT 7, BLOCK 4, WEST LAWN PARK, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED CASTELAR STREET AND THE EAST RIGHT-OF-WAY LINE OF 63rd STREET; THENCE SOUTH 89°38'29" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.26 FEET; THENCE NORTH 00°22'05" WEST, A DISTANCE OF 125.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°22'05" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°37'55" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00°22'05" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°37'55" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 50 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT "A"

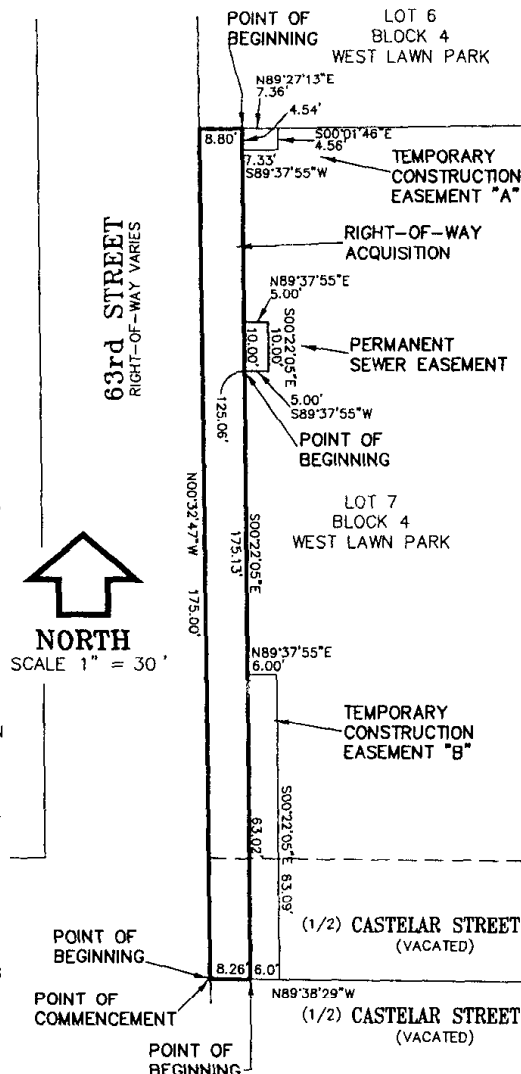
A PORTION OF LOT 7, BLOCK 4, WEST LAWN PARK, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED CASTELAR STREET AND THE EAST RIGHT-OF-WAY LINE OF 63rd STREET; THENCE NORTH 00°32'47" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 175.00 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 7; THENCE NORTH 89°27'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 8.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°27'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 7.36 FEET; THENCE SOUTH 00°01'46" EAST, A DISTANCE OF 4.56 FEET; THENCE SOUTH 89°37'55" WEST, A DISTANCE OF 7.33 FEET; THENCE NORTH 00°22'05" WEST, A DISTANCE OF 4.54 TO THE POINT OF BEGINNING. CONTAINING 33 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT "B"

A PORTION OF LOT 7, BLOCK 4, WEST LAWN PARK, AND A PORTION OF THE NORTH 1/2 OF VACATED CASTELAR STREET, ALL AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED CASTELAR STREET AND THE EAST RIGHT-OF-WAY LINE OF 63rd STREET; THENCE SOUTH 89°38'29" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°22'05" WEST, A DISTANCE OF 63.02 FEET; THENCE NORTH 89°37'55" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00°22'05" EAST, A DISTANCE OF 63.09 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH HALF OF CASTELAR STREET. THENCE NORTH 89°38'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING. CONTAINING 378 SQUARE FEET, MORE OR LESS.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

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