

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

When recorded, return to:
 City of Omaha, Nebraska
 Public Works Department
 General Services Division
 R-O-W Section
 («ROW_Agent»)

(City 4)

FOR OFFICE USE ONLY	
Project:	«Proj Name»
City Proj No.:	«Proj No»
Tract No.:	«Tract»
Address:	«Parcel Address» Omaha, Nebraska «Mail Zip»

KNOW ALL MEN BY THESE PRESENTS:

THAT Aksarben Apartments South, L.L.C., a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for good and 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 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 parcels of land described as follows (collectively, the "Easement Areas"), to-wit:

EASEMENT #1: SEE ATTACHED EXHIBIT "A"
EASEMENT #2: SEE ATTACHED EXHIBIT "B"

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 Areas 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.
- 5) That CITY shall cause any trench made on said Easement Areas 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 Easement Areas 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.
- 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 Areas as necessary for construction.
- 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.

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 15 day of February, 2018.

Aksarben Apartments South, LLC

AUTHORIZED MEMBER:

Howard M. Kooper
Howard M. Kooper, Manager

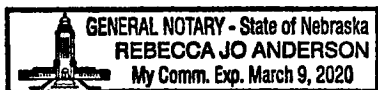
ATTEST:

Bob Stratton
Bob Stratton

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15 day of February, 2018, before me, a Notary Public in and for said County, personally came Howard M, Kooper, Manager of Aksarben Apartments South, LLC, a Nebraska limited liability company, on behalf of said limited liability company, to me personally known to be the respective manager of said limited liability company 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 such manager and the voluntary act and deed of said limited liability company.

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




Rebecca Jo Anderson
NOTARY PUBLIC

Notary Seal

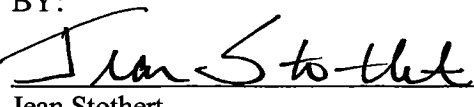
Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:


Elizabeth Butler,
City Clerk, City of Omaha

BY:


Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

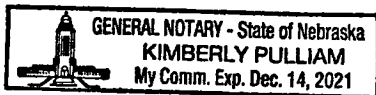
12 Mar 18
DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of March, 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:



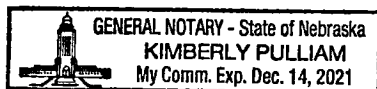

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of March, 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.

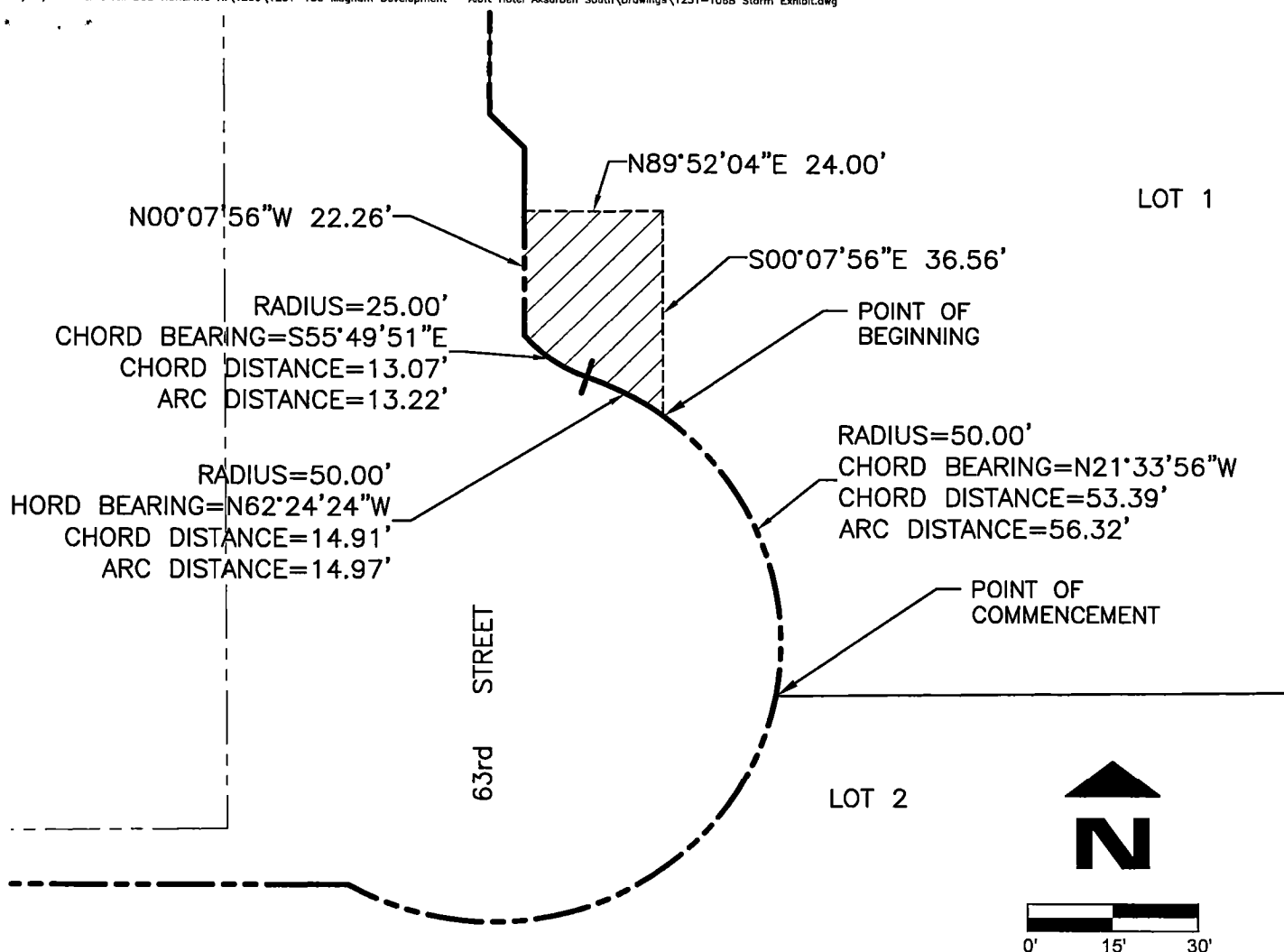
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:




NOTARY PUBLIC

2/13/2018 8:48 AM BOB ROHLFING H:\1200\1231-106 Magnum Development - Aloft Hotel Aksarben South\Drawings\1231-106B Storm Exhibit.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 1, AKSARBEN VILLAGE SOUTH REPLAT ONE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON THE WEST LINE OF SAID LOT 1 ON A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N21°33'50"W (ASSUMED BEARING), CHORD DISTANCE 53.38 FEET, AN ARC DISTANCE OF 56.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON THE WEST LINE OF SAID LOT 1 ON A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N62°24'18"W, CHORD DISTANCE 14.91 FEET, AN ARC DISTANCE OF 14.97 FEET; THENCE NORTHWESTERLY ON THE WEST LINE OF SAID LOT 1 ON A 25.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N55°49'51"W, CHORD DISTANCE 13.07 FEET, AN ARC DISTANCE OF 13.22 FEET; THENCE N00°07'56"W 22.26 FEET ON THE WEST LINE OF SAID LOT 1; THENCE N89°52'04"E 24.00 FEET; THENCE S00°07'56"E 36.56 FEET TO THE POINT OF BEGINNING.



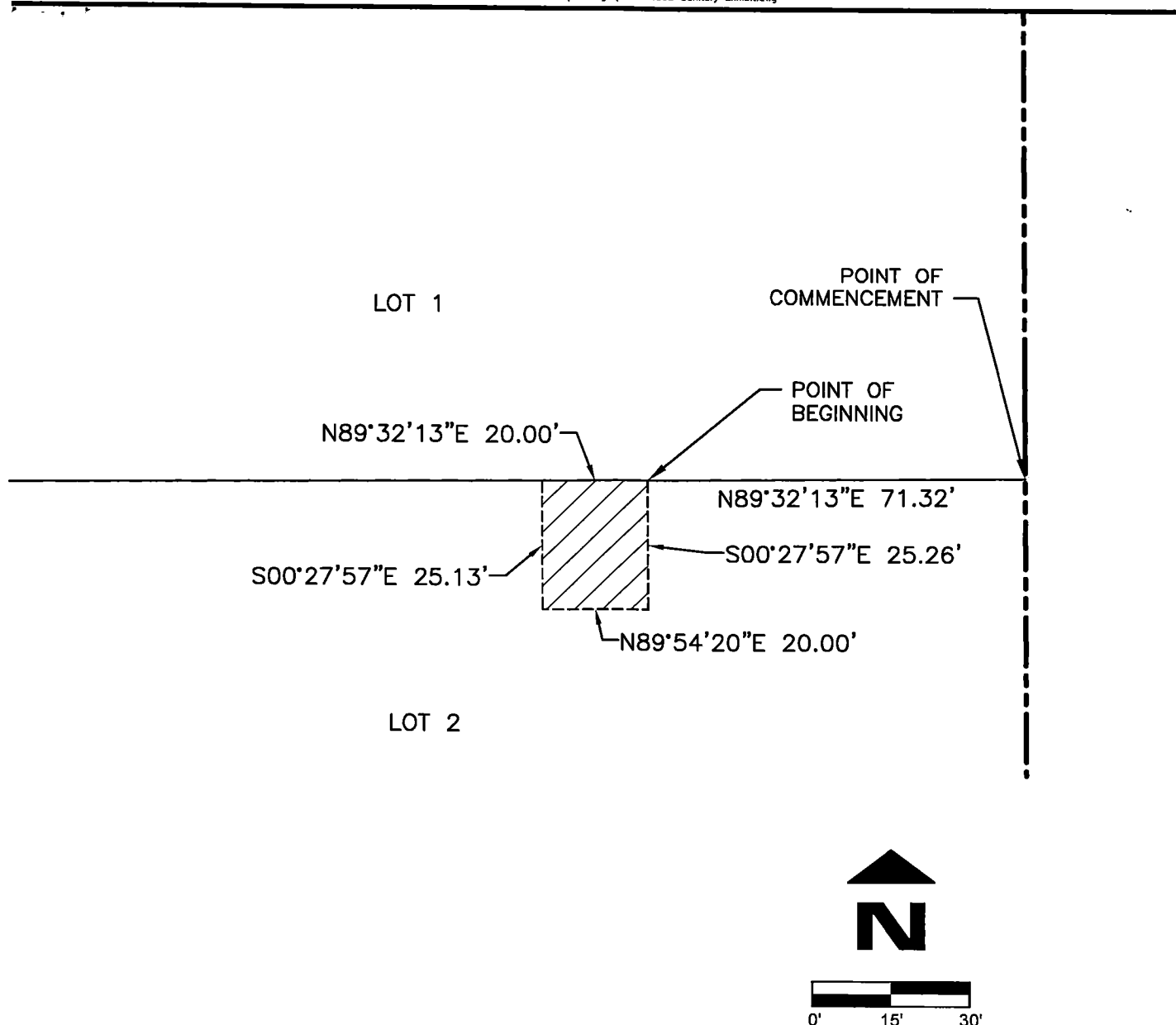
Job Number: B1231-106B
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 11/3/2017
Drawn By: DED
Reviewed By: JDW
Revision Date:

EXHIBIT "A"

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2/14/2018 4:17 PM BOB ROHLFING H:\1200\1231-106 Magnum Development - Aloft Hotel Aksarben South\Drawings\1231-106B Sanitary Exhibit.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 2, AKSARBEN VILLAGE SOUTH REPLAT ONE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID LOT 2;

THENCE S89°32'13"W (ASSUMED BEARING) 71.32 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°32'13"W 20.00 FEET ON THE NORTH LINE OF SAID LOT 2;

THENCE S00°27'57"E 25.13 FEET TO THE NORTH LINE OF AN EXISTING SEWER EASEMENT RECORDED AS INSTRUMENT NO. 2016041178 OF THE DOUGLAS COUNTY RECORDS;

THENCE N89°54'20"E 20.00 FEET ON THE NORTH LINE OF SAID SEWER EASEMENT;

THENCE N00°27'57"W 25.26 FEET TO THE POINT OF BEGINNING.



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Date: 11/3/2017
Drawn By: DED
Reviewed By: JDW
Revision Date: 02/14/2018

EXHIBIT " B "

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