

**PERMANENT LEVEE EASEMENT
 (CORPORATION)**

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.:	3
Address:	505 Crown Point Avenue Omaha, Nebraska

KNOW ALL MEN BY THESE PRESENTS:

THAT **Lindsay Transportation Solutions, Inc.**, a California Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four thousand three hundred seventy dollars (\$4,370.00) 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,

Permanent Easement
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CITY 4

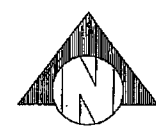
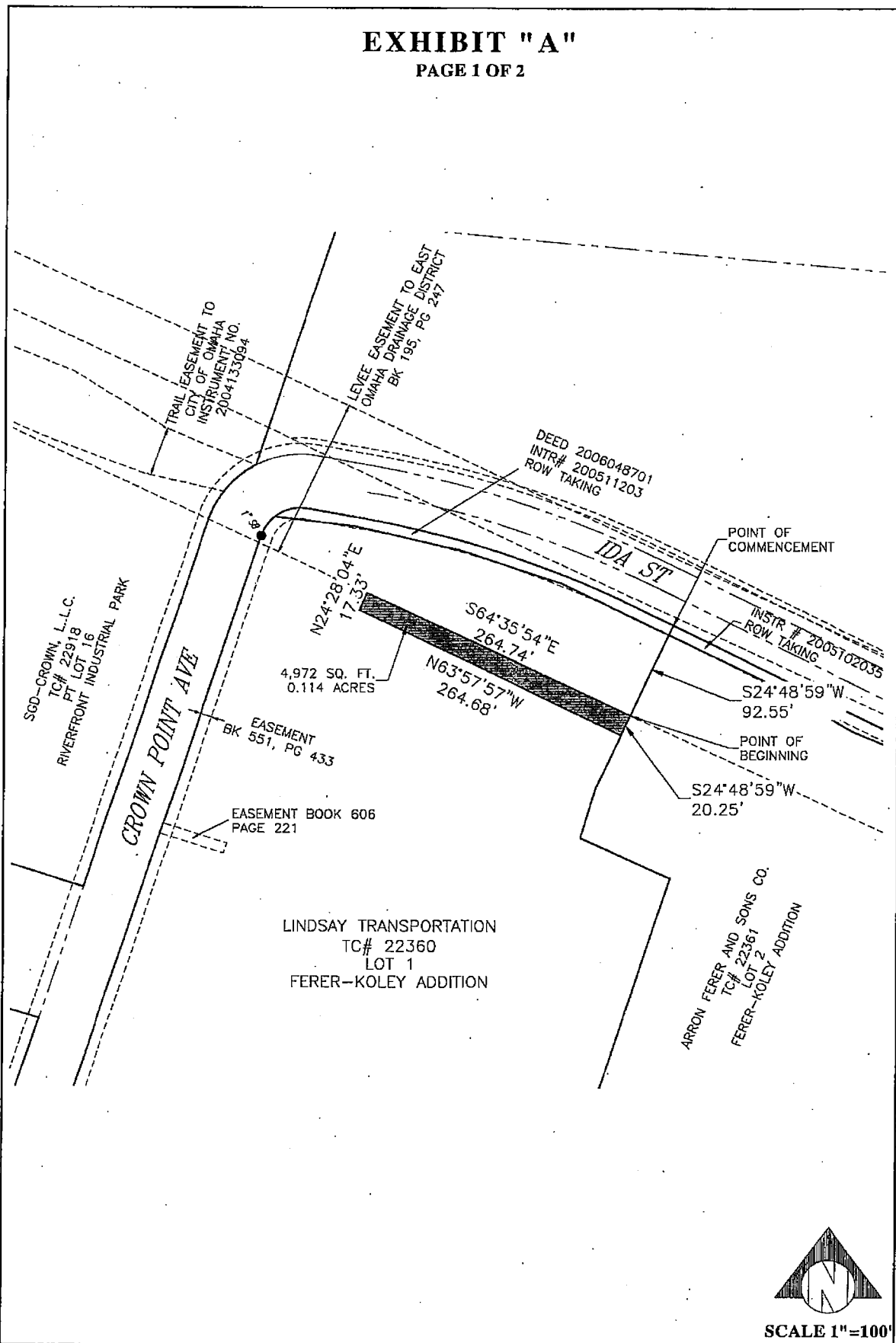
LC

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): N/A

EXHIBIT "A"

PAGE 1 OF 2



SCALE 1"=100'

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

PERMANENT EASEMENT:	4,990	S.F.	TRACT NO.: 3	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 1, FERER-KOLEY ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, FERER-KOLEY ADDITION;
THENCE SOUTH 24°48'59" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM, NAD83) FOR 92.55 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING, ALSO BEING THE SOUTH LINE OF THE EAST OMAHA DRAINAGE DISTRICT LEVEE EASEMENT RECORDED IN BOOK 195, PAGE 247, DOUGLAS COUNTY, NEBRASKA;

THENCE SOUTH 24°48'59" WEST FOR 20.25 FEET ALONG THE EAST LINE OF SAID LOT 1;

THENCE NORTH 63°57'57" WEST FOR 264.68 FEET;
THENCE NORTH 24°28'04" EAST FOR 17.33 FEET TO SAID SOUTH LINE OF SAID EASEMENT;

THENCE SOUTH 64°35'54" EAST FOR 264.74 FEET TO THE POINT OF BEGINNING;
CONTAINS 4,990 SQUARE FEET OR 0.115 ACRES.

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

TRACT NO.: <u>3</u>	PROJECT NO.: <u>OPW52534</u>
PREPARE DATE: <u>6/9/2017</u>	REVISION DATE: _____