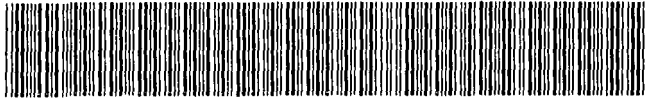


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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 7/8/2010 14:51:25.93



2010060368

THIS PAGE INCLUDED FOR INDEXING  
 PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Omaha Public Works  
1819 Farnham St  
Omaha NE  
 City 4

Check Number

\_\_\_\_\_

**PERMANENT SEWER EASEMENT**

When recorded return to:  
City of Omaha, Nebraska  
  
Public Works Department  
Design Division  
R-O-W Section  
(Tim Phelan, R/W Agent)

FOR OFFICE USE ONLY	
Project:	South Omaha Industrial Area Sewer Separation
City Proj. No.:	OPW 51861
Tract No.:	13
Address:	4949 So. 30th Street Omaha, Nebraska 681

*KNOW ALL MEN BY THESE PRESENTS:*

THAT Douglas County, Nebraska, a political subdivision, organized and existing under and by virtue of the Laws of the State of Nebraska, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One hundred fifty and 00/100 dollars (\$150.00) 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 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 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 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

4<sup>th</sup> Day of MAY, 20 10.

APPROVED AS TO FORM:

Douglas County, Nebraska  
(Name of political subdivision)

Deane M. Carl  
Deputy County Attorney

AUTHORIZED OFFICER:  
Mary Ann Borgeson  
(Name and Title)

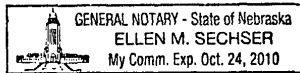
ATTEST:  
[Signature]  
(Name and Title)  
(Corporate Seal)

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of MAY, 20 10, before me, a Notary Public in and for said County, personally came MARY ANN BORGESEN, (Name) Chair, Board of Commissioners, of Douglas County, Nebraska, (Title) a Nebraska Political Subdivision, and, Thomas F Cavanaugh, (Name) Clerk/Comptroller (Title) of said political subdivision, to me personally known to be the respective officers of said political subdivision 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 political subdivision, and the Corporate Seal of said political subdivision to be thereto affixed by its authority.

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



Ellen M. Sechser  
NOTARY PUBLIC

Notary Seal

CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT

Tim Prodan R.O.W. Agent  
(Name/Title)

5/6/10  
Date

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 20 day of April, 2010.

Phillips Realty, LLC  
(Name of Limited Liability Company))

Authorized Member  
*George J. Kubat*  
(Name and Title)

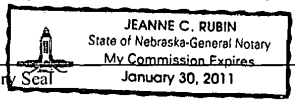
ATTEST:  
\_\_\_\_\_  
(Name and Title)

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 20 day of April, 2010, before me, a Notary Public in and for said County, personally came George J. Kubat, Member, on behalf of Phillips Realty, LLC, a Nebraska Limited Liability Company, and \_\_\_\_\_, of said Limited Liability Company to me personally known to be the respective member(s) of said limited liability company and the identical persons 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.



*Jeanne C. Rubin*  
NOTARY PUBLIC

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

Buster Brown 6/24/10  
Buster Brown  
City Clerk, City of Omaha

By Jim Suttle 6/24/10  
Jim Suttle,  
Mayor, City of Omaha

APPROVED AS TO FORM:

Michelle Piten  
ASSISTANT CITY ATTORNEY

STATE OF NEBRASKA )

COUNTY OF DOUGLAS)

On this 24th day of June, 2010, before me, a Notary Public in and for said County, personally came Jim Suttle, 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:



Cynthia I. Ford  
NOTARY PUBLIC

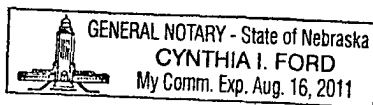
STATE OF NEBRASKA )

COUNTY OF DOUGLAS)

On this 24th day of June, 2010, before me, a Notary Public in and for said County, personally came Buster Brown, 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:



Cynthia I. Ford  
NOTARY PUBLIC

# Exhibit "A"










**PERMANENT EASEMENT LEGAL DESCRIPTION**

An irregular tract of land located in Lot 12, Stockyards Business Park, an addition of the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Commencing at the northwest corner of Lot 13, Stockyards Business Park Addition, thence north 78 degrees, 18 minutes, 52 seconds west for a distance of 3.28 feet to the point of beginning, thence continuing 78 degrees, 18 minutes, 52 seconds west for a distance of 37.35 feet, thence north 68 degrees, 52 minutes, 01 second east for a distance of 28.72 feet, thence south 28 degrees, 36 minutes, 40 seconds east for a distance of 20.14 feet to the point of beginning.

**TEMPORARY EASEMENT LEGAL DESCRIPTION**

An irregular tract of land located in Lot 12, Stockyards Business Park, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at the northwest corner of Lot 13, Stockyards Business Park Addition, thence north 78 degrees, 18 minutes, 52 seconds west for a distance of 3.28 feet, thence north 28 degrees, 36 minutes, 40 seconds west for a distance of 20.41 feet, thence north 68 degrees, 30 minutes, 50 seconds east for a distance of 10.08 feet. Thence south 28 degrees, 36 minutes, 40 seconds east for a distance of 21.35 feet, thence south 61 degrees, 55 minutes, 12 seconds west from distance of 7.50 feet to the point of beginning.

## CITY OF OMAHA Public Works Department

<p><b>Owner(s):</b> Douglas County Nebraska (Fee) Phillips Realty (Leasehold)</p> <p><b>Address:</b> 4949 S. 30<sup>th</sup> St. Omaha, Nebraska 68107</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>Land Acquisition = _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = <u>292</u> S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = <u>217</u> S.F.</td> </tr> </table>		Land Acquisition = _____ S.F.		Permanent Easement = <u>292</u> S.F.		Temporary Easement = <u>217</u> S.F.
	Land Acquisition = _____ S.F.						
	Permanent Easement = <u>292</u> S.F.						
	Temporary Easement = <u>217</u> S.F.						
<p><b>Project No.</b> OPW 51861      <b>Project Name:</b> South Omaha Industrial area sewer separation</p>							
<p><b>Tract No.</b> 13</p>	<p><b>Date Prepared:</b> Mar 19, 2010</p>	<p><b>Revision Date(s):</b></p>	<p>Page 1 of</p>				



S.W. 1/4 SEC. 04-14-13  
SCALE: 1"=30'

BABE GOMEZ CIRCLE

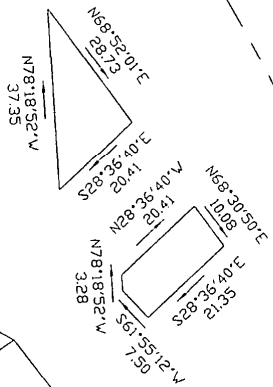
BABE GOMEZ AVENUE

13. COUNTY OF DOUGLAS IDA BOND  
4949 S 30TH STREET  
OMAHA, NE 68107




EXISTING 40' SEWER EASEMENT

Sewer Easement

GUNDERSON RAIL SERVICES LLC



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.
	PERMANENT EASEMENT	292	S.F.
	TEMPORARY EASEMENT	217	S.F.

PROJECT NO. OPW 51861  
 TRACT NO. 13  
 03/05/10