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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/23/2015 12:14:19.18



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THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO: 2<sup>nd</sup> pg

CHECK NUMBER

**PERMANENT SEWER EASEMENT  
(Corporation)**

*When recorded return to:*  
City of Omaha, Nebraska  
Public Works Department  
General Services Division  
R-O-W Section

THAT ESSEX CORPORATION, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of *one dollar* (\$1.00) 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 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) 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 strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

- 6) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their 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 area 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, except as are set forth herein:

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 15<sup>th</sup> Day of September, 20 15.

ESSEX CORPORATION

(Name of Corporation)

PRESIDENT or AUTHORIZED OFFICER:

Kent B. Brunson  
(Sign)  
President  
(Title)

ATTEST:  
[Signature]  
(Sign)  
Vice Pres  
(Title)

(Corporate Seal)

### CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

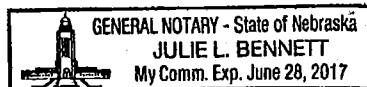
On this 15 day of September, 20 15, before me, a Notary Public in and for said County, personally came Kent B. Brunson,  
(Name)  
President, of ESSEX CORPORATION,  
(Title) (Name of Corporation)  
a Nebraska Corporation, and, Michael McGillick,  
(State) (Name)  
Vice President of said Corporation, to me personally known to be the  
(Title)

Respective officers 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

Julie L Bennett  
NOTARY PUBLIC





# PERMANENT EASEMENT

Project No. EGA151091

Exhibit "A"

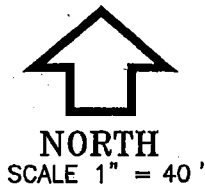
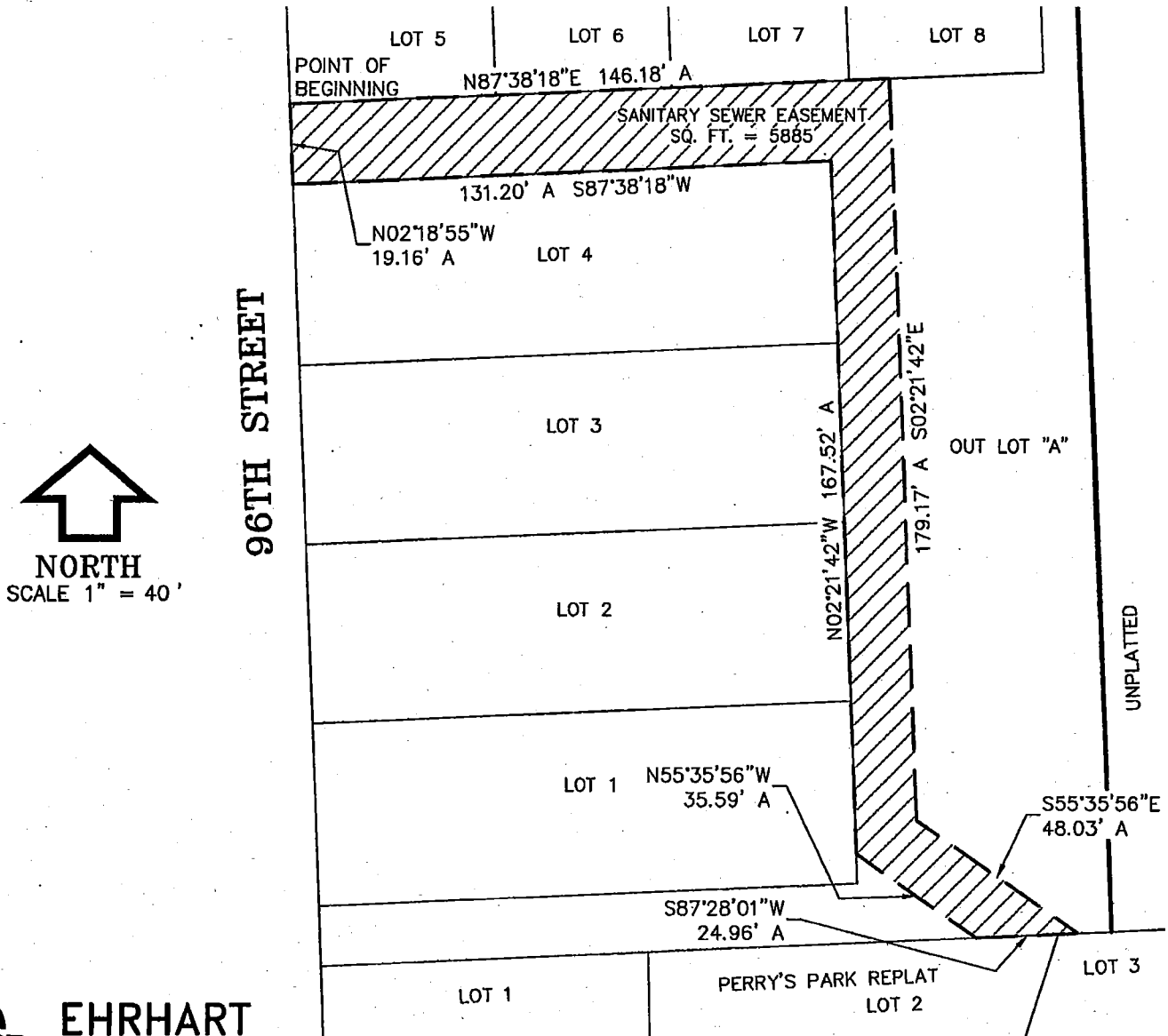
Date: 9/1/15

## DESCRIPTION & SKETCH

### LEGAL DESCRIPTION:

A PORTION OF OUT LOT "A", THE COTTAGES AT OAKDALE ADDITION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PORTION OF OUT LOT "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID OUT LOT "A"; THENCE NORTH  $87^{\circ}38'18''$  EAST ON THE NORTH LINE OF SAID OUT LOT, A DISTANCE OF 146.18 FEET; THENCE SOUTH  $02^{\circ}21'42''$  EAST, A DISTANCE OF 179.17 FEET; THENCE SOUTH  $55^{\circ}35'56''$  EAST, A DISTANCE OF 48.03 FEET TO A POINT ON THE SOUTH LINE OF SAID OUT LOT "A"; THENCE SOUTH  $87^{\circ}28'01''$  WEST ON THE SOUTH LINE OF SAID OUT LOT, A DISTANCE OF 24.96 FEET; THENCE NORTH  $55^{\circ}35'56''$  WEST, A DISTANCE OF 35.59 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LOT 1, THE COTTAGES AT OAKDALE ADDITION; THENCE NORTH  $02^{\circ}21'42''$  WEST ON THE EAST LINE OF SAID LOT 1 AND LOTS 2, 3 AND 4, A DISTANCE OF 167.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH  $87^{\circ}38'18''$  WEST ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 131.20 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 96TH STREET; THENCE NORTH  $02^{\circ}18'55''$  WEST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 19.16 FEET TO THE POINT OF BEGINNING. CONTAINING 5885 SQUARE FEET, MORE OR LESS.



**EHRHART  
GRIFFIN &  
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING  
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