

PERMANENT SEWER AND DRAINAGE EASEMENT

~~When recorded return to:~~

**City of Omaha
Public Works Department
General Services Division
R-O-W Section**

THAT JASPERSTONE 192ND & DODGE, LLC, a Delaware limited liability company, 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 (the "GRANTEE"), 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 EXHIBITS "A through C" LEGAL DESCRIPTIONS

TO HAVE AND TO HOLD unto said GRANTEE, 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 GRANTEE. 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 GRANTEE 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, its successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE 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, its heirs, successors or assigns.
- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE 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 GRANTEE.

Return: Brian Schuele
Olsson
2111 S. 67th St., Ste 200
Omaha, NE 68106

- 3) That GRANTEE 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 GRANTEE and any of said construction and work.
- 5) That GRANTEE 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 itself and its heirs, executors and administrators does confirm with the said GRANTEE and its assigns, including public utility companies and their assigns that the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its heirs, executors and administrators, shall warrant, and defend this permanent easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer and drainage easement runs with the land.
- 7) That said permanent sewer and drainage easement is granted upon the condition that the GRANTEE 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 GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

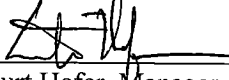
**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its manager this 14th day of June, 2019.

GRANTOR:

JASPERSTONE 192ND & Dodge, LLC

a Delaware limited liability company

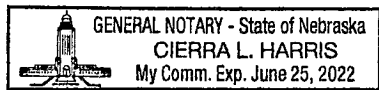

Curt Hofer, Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14th day of June, 2019, before me, a Notary Public in and for said County, personally came Curt Hofer, Manager of Jasperstone 192nd and Dodge, LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

Notary Seal




NOTARY PUBLIC

CITY OF OMAHA, a municipal corporation

ATTEST:

[Signature] 7/11/19
Elizabeth Butler, City Clerk, City of Omaha

By [Signature] 7/11/19
Jean Stothert, Mayor, City of Omaha

APPROVED AS TO FORM:

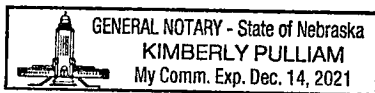
[Signature]
ASST CITY ATTORNEY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of July, 2019, 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 her 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:



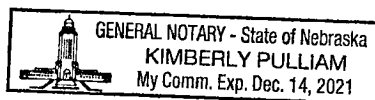
[Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of July, 2019, 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:



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

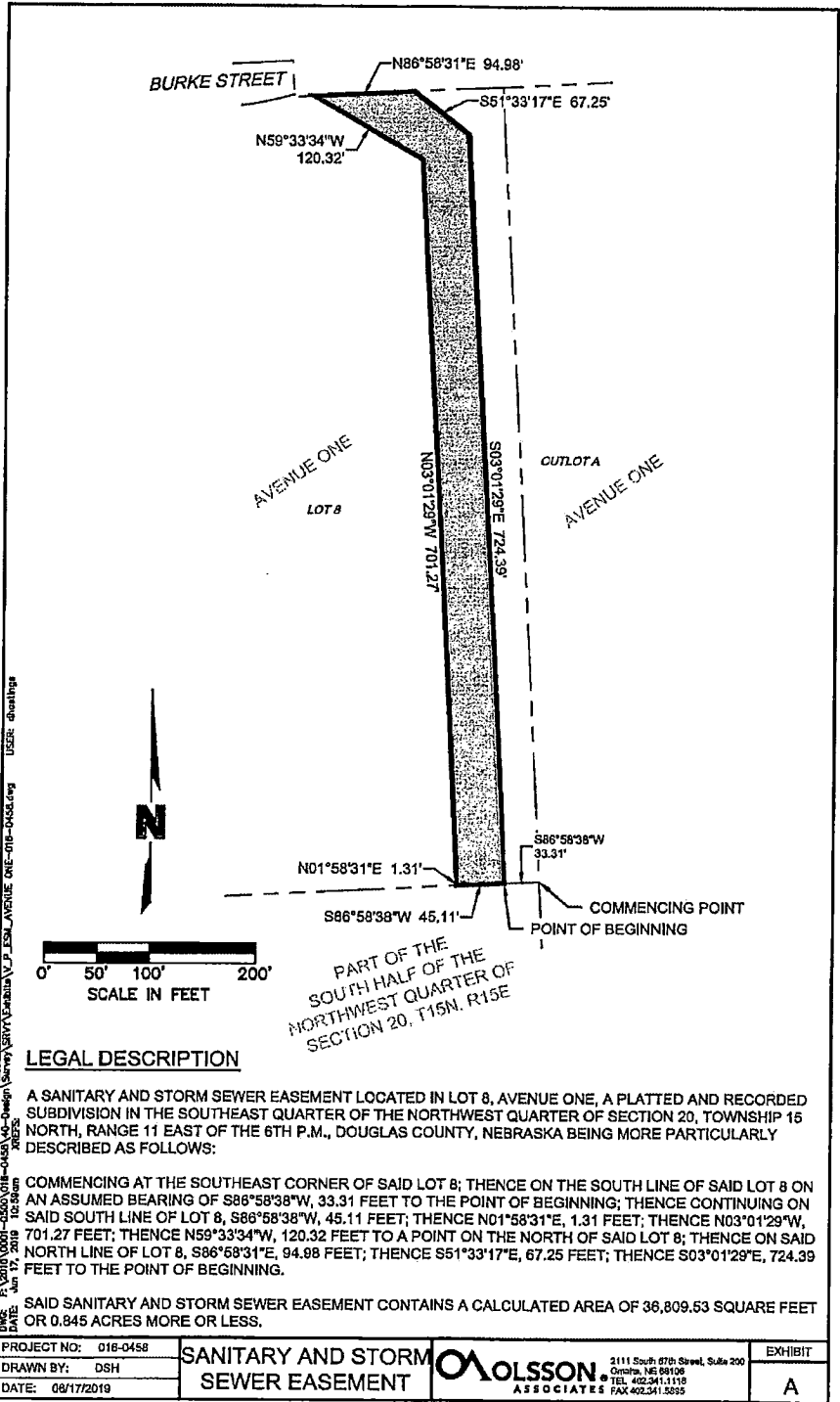
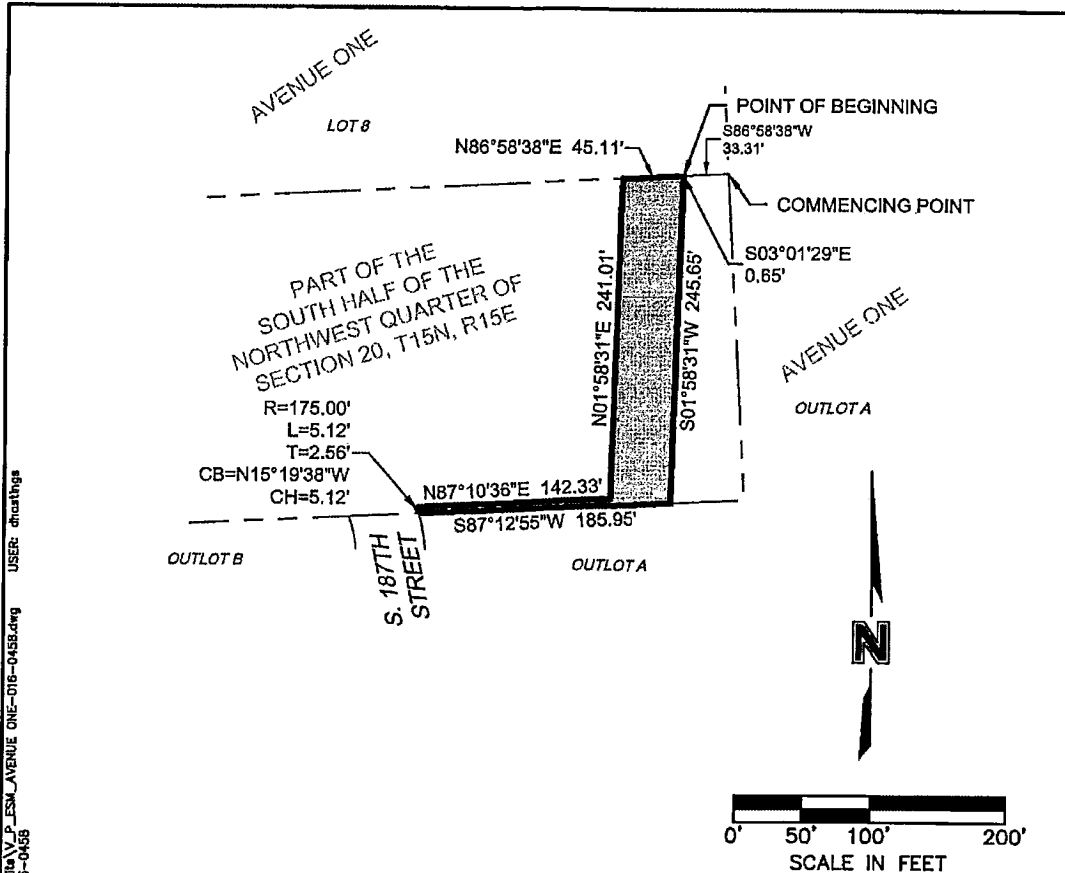


EXHIBIT "B"

LEGAL DESCRIPTION



USER: drawings
 F:\2018\0001-0500\016-0458\Design\Survey\SRVY\ExhibitA\LP_ESM_AVENUE ONE-016-0458.dwg
 XREFS: V.P_ROW DEDICATION 016-0458
 DWG: Jun 18, 2019 4:42pm

LEGAL DESCRIPTION

A SANITARY AND STORM SEWER EASEMENT LOCATED IN A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

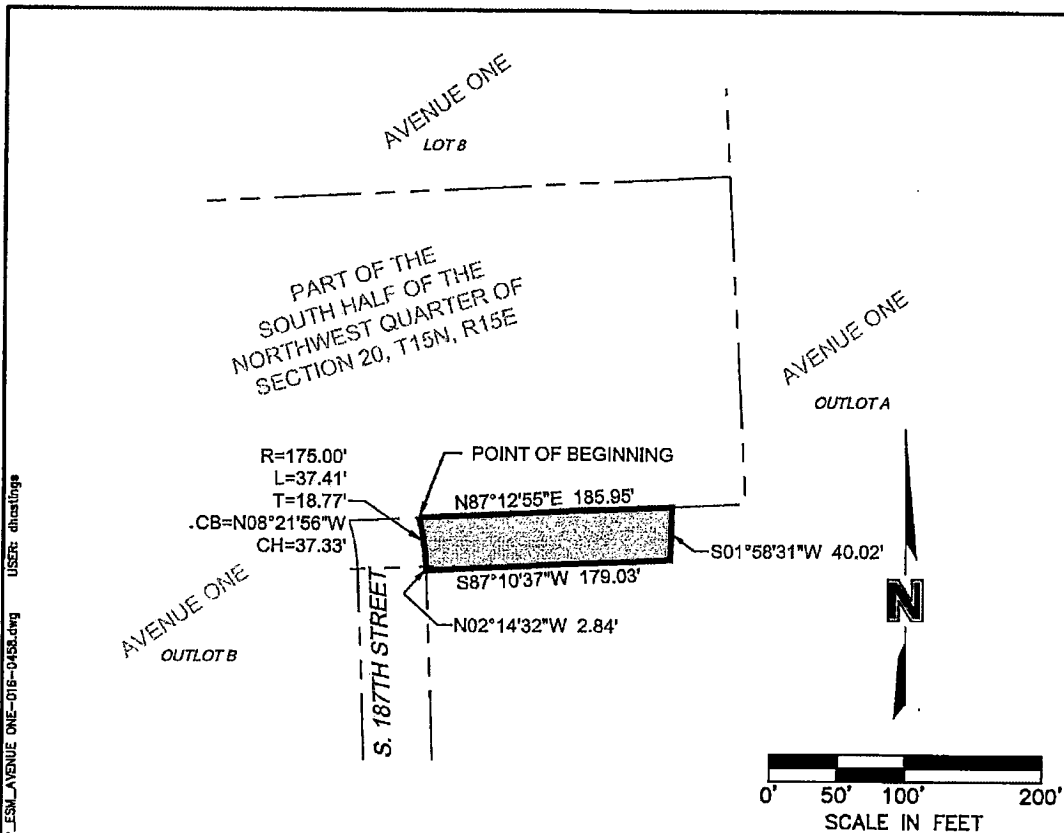
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8, A PLATTED AND RECORDED SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 20; THENCE ON THE SOUTH LINE OF SAID LOT 8 ON AN ASSUMED BEARING OF S86°58'38"W, 33.31 FEET TO THE POINT OF BEGINNING; THENCE S03°01'29"E, 0.65 FEET; THENCE S01°58'31"W, 245.65 FEET TO A POINT ON THE NORTH LINE OF OUTLOT A, SAID AVENUE ONE; THENCE ON SAID NORTH LINE OF OUTLOT A, AVENUE ONE, S87°12'55"W, 185.95 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF S. 187TH STREET; THENCE ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 5.12 FEET (LONG CHORD BEARS N15°19'38"W, 5.12 FEET); THENCE N87°10'36"E, 142.33 FEET; THENCE N01°58'31"E, 241.01 FEET TO A POINT ON SAID SOUTH LINE OF LOT 8, AVENUE ONE; THENCE ON SAID SOUTH LINE OF LOT 8, AVENUE ONE, N86°58'38"E, 45.11 FEET TO THE POINT OF BEGINNING.

SAID SANITARY AND STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 11,793.86 SQUARE FEET OR 0.271 ACRES MORE OR LESS.

PROJECT NO: 016-0458	SANITARY AND STORM SEWER EASEMENT	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1118 FAX 402.341.5999	EXHIBIT
DRAWN BY: DSH			B
DATE: 06/17/2019			

EXHIBIT "C"

LEGAL DESCRIPTION



DWS: F:\2019\0001-0500\018-0458\40-Design\Survey\SRVY\Exhibits\V_P_ESM_AVENUE ONE-018-0458.dwg
 XREFS: USER: dncatanga
 DATE: Jun 17, 2019 4:29pm

LEGAL DESCRIPTION

A SANITARY AND STORM SEWER EASEMENT LOCATED IN OUTLOT A, AVENUE ONE, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF S. 187TH STREET; THENCE ON THE NORTH LINE OF SAID OUTLOT A ON AN ASSUMED BEARING OF N87°12'55"E, 185.95 FEET; THENCE S01°58'31"W, 40.02 FEET; THENCE S87°10'37"W, 179.03 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF S. 187TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF S. 187TH STREET FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N02°14'32"W, 2.84 FEET TO A POINT OF CURVATURE; (2) ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 37.41 FEET (LONG CHORD BEARS N08°21'56"W, 37.33 FEET TO THE POINT OF BEGINNING.

SAID SANITARY AND STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 36,809.53 SQUARE FEET OR 0.845 ACRES MORE OR LESS.

PROJECT NO: 016-0458	SANITARY AND STORM SEWER EASEMENT	OLSSON ASSOCIATES 2111 South 87th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1118 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			C
DATE: 08/17/2019			