



MISC Inst. # 2020100409, Pg: 1 of 4 Rec Date: 09/10/2020 11:38:32.363

Fee Received: \$28.00 By: MS

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

AFTER RECORDING RETURN TO:  
Omaha Public Works Department  
1819 Farnam Street, Ste. 600  
Omaha NE 68183

**PUBLIC ACCESS EASEMENT**

IN CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, Christopherson ("Grantor") hereby creates, establishes, grants and conveys to the CITY OF OMAHA, NEBRASKA, a municipal corporation ("Grantee"), for the benefit of the public, ("Third Party Beneficiary") a non-exclusive permanent Public Access Easement for vehicular ingress and egress traffic (but not parking) in, over, through and across the particular portion of property depicted and legally described on Exhibit A attached hereto.

Grantor shall have the duty to initially construct, and responsibility thereafter to maintain and repair, the Public Access Easement at its own cost and expense and no responsibility therefore shall accrue to the Grantee by reason of its benefit or any benefit to Third Party Beneficiary from the Public Access Easement.

Grantor may, and reserves the right to, use the surface and subsurface of the easement area for other purposes, subject to right of the Grantee and Third Party Beneficiary to use the same for the purposes described herein.

No party to this agreement shall restrict or impede the others reasonable use of the Public Access Easement at all times.

The Grantor agrees to indemnify and hold harmless the Grantee, employees, invitees, visitors and agents, from and against any and all liability, cause of action, claims, and expenses for personal injury or property damage arising out of or occasioned by negligence in whole or in part, by Grantor, any of its contractors, successors or assigns.

The Public Access Easement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the Grantor and the City of Omaha, Nebraska.

*Handwritten signature/initials*

Inst. # 2020100409, Pages: 2 of 4

IN WITNESS WHEREOF said GRANTORS have hereunto set their hands this 17 day of June, 2020.

[Signature]  
(Name)

Andrea R Christopherson  
(Name)

STATE OF Nebraska }  
COUNTY OF Douglas } SS

On this 17<sup>th</sup> day of June, 2020.  
before me, a Notary Public, in and for said County, personally came the above named:

BURTON B & SANDRA R. CHRISTOPHERSON  
who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

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

Notary Seal:

Carla B Plum  
NOTARY PUBLIC



Imprinted Seal

ATTEST: -

[Signature] 8/13/2020  
Elizabeth Butler  
City Clerk, City of Omaha

By [Signature] 8/13/2020  
Jean Stothert,  
Mayor, City of Omaha

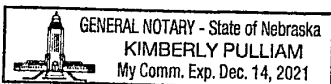
APPROVED AS TO FORM:

[Signature] 8/7/2020  
ASSISTANT CITY ATTORNEY

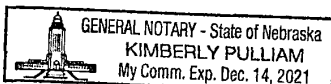
STATE OF NEBRASKA )

COUNTY OF DOUGLAS)

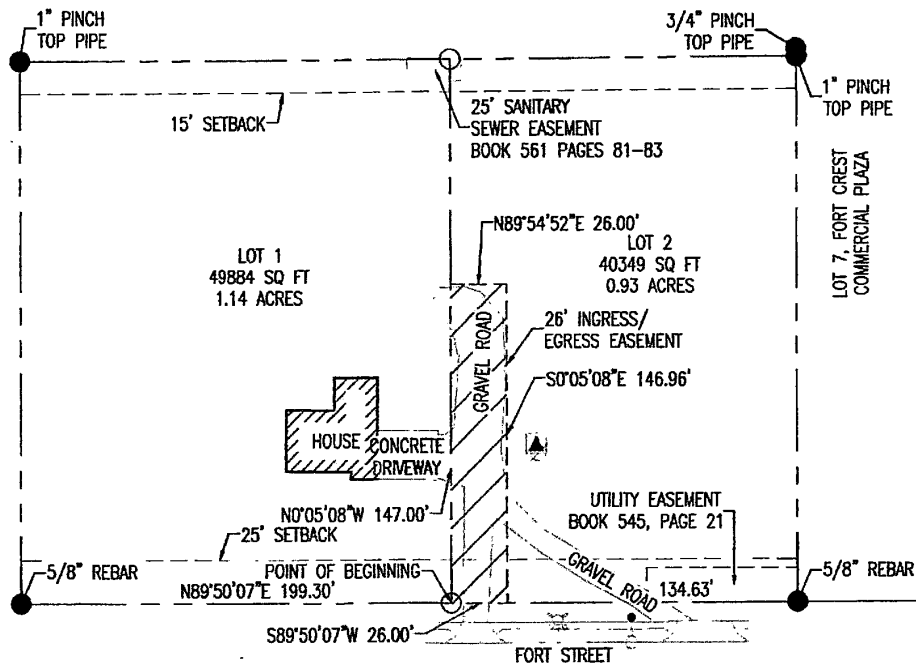
On this 13th day of August, 2020, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as 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

On this 13th day of August, 2020, 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:  [Signature]  
NOTARY PUBLIC

**EXHIBIT A**  
**INGRESS/ EGRESS EASEMENT**  
**LOTS 1 & 2, FORT CREST COMMERCIAL PLAZA REPLAT 2**

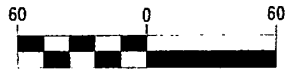


A 26.00 FOOT WIDE INGRESS/ EGRESS EASEMENT LOCATED IN LOT 2, FORT CREST COMMERCIAL PLAZA REPLAT 2, IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTHWEST CORNER OF SAID LOT 2, FORT CREST COMMERCIAL PLAZA REPLAT 2, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 1, SAID FORT CREST COMMERCIAL PLAZA REPLAT 2, SAID CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FORT STREET; THENCE N00°05'08\"/>

SAID 26.00 FOOT WIDE INGRESS/ EGRESS EASEMENT CONTAINS 3822 SQUARE FEET, OR 0.09 ACRES, MORE OR LESS.

**SCHEMMER**  
 Design with Purpose. Build with Confidence.



1 inch = 60 ft.

DRAWN JAD CHECKED ALB SURVEY DATE 06/12/2020 JOB # 07964.001 SHEET 1 OF 1