



MISC Inst. # 2020107541, Pg: 1 of 6 Rec Date: 09/25/2020 08:54:55.810  
Fee Received: \$40.00 By: SN  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

When recorded return to:  
City of Omaha, Nebraska  
Public Works Department  
  
General Services Division  
R-O-W Section  
Verna F. Johnson - Real Estate Specialist

FOR OFFICE USE ONLY	
Fed. Proj. No.:	
Project:	I-680 & Spaulding Plaza Santiary Sewer Replacement Project
City Proj. No.:	OPW 53532
Tract No.:	2
Address:	3806 N. 101 <sup>st</sup> Street, Omaha, NE 68134

PERMANENT SEWER EASEMENT  
INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS:

THAT Jeffrey A. Johnson and Rebecca M. Johnson, husband and wife, hereinafter known as "GRANTOR", (whether one or more) for and in consideration of the sum of *Eight hundred sixty and 00/100 dollars (\$860.00)* 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 known as "GRANTEE", and to its successors and assigns, a Permanent Sewer 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 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.

Permanent Sewer Easement  
I-680 & Spaulding Plaza Sanitary Sewer Replacement Project OPW 53532  
Tract - 2

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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 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, his 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.
- 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 himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE 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 GRANTEE and its 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 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) The GRANTEE 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 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 (if applicable): N/A

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective officers this 4 day of Sept., 2020.

**Jeffrey A. Johnson and Rebecca M. Johnson**, husband and wife.

AUTHORIZED SIGNATURES:

  
Jeffrey A. Johnson

  
Rebecca M. Johnson

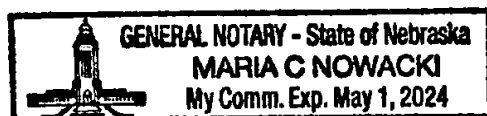
INDIVIDUAL ACKNOWLEDGMENT

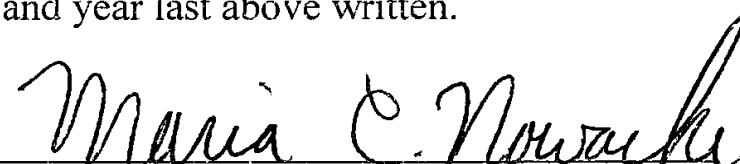
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of September, 2020, before me, a Notary Public, in and for said County, personally came the above named: **Jeffrey A. Johnson and Rebecca M. Johnson** who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (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:



  
NOTARY PUBLIC

Imprinted Seal

**CITY OF OMAHA, a Municipal Corporation**

ATTEST:

[Signature] 9/10/2020

Elizabeth Butler,  
City Clerk, City of Omaha

BY:

[Signature] 9/10/2020

Jean Stothert,  
Mayor, City of Omaha

APPROVED AS TO FORM:

[Signature]  
ASSISTANT CITY ATTORNEY

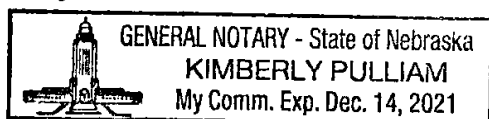
9/10/2020  
DATE

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF DOUGLAS    )

On this 11th day of September, 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:



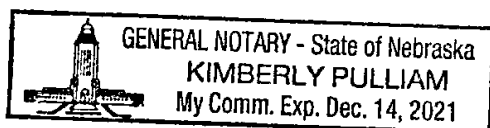
[Signature]  
NOTARY PUBLIC

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF DOUGLAS    )

On this 11th day of September, 2020, 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

<div>Exhibit "A"</div>			
<b>OWNER'S LEGAL DESCRIPTION</b> Lot 12, Block 4, Maple Village, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.			
<b>PROPOSED PERMANENT EASEMENT LEGAL DESCRIPTION</b> A parcel of land located in Lot 12, Block 4, Maple Village, more particularly described as follows:  Commencing at the Southwest corner of said Lot 12; Thence N 03° 15'03” W along West lot line for a distance of 10.00 feet to the <b>POINT OF BEGINNING</b> ; Thence, N 03° 15' 03" W for a distance of 4.78 feet to a point on a line; Thence, N 86° 47' 40" E for a distance of 151.35 feet to a point on a line; Thence, S 02° 52' 00" E for a distance of 7.71 feet to a point on a line; Thence S 87° 54' 05" W a distance of 151.33 feet to the <b>POINT OF BEGINNING</b> . Containing 945 square feet or 0.022 acres more or less.			
<div>CITY OF OMAHA Public Works Department</div>			
<b>Owner(s):</b> Jeffrey A. Johnson & Rebecca M. Johnson  <b>Address:</b> 3806 N. 101 <sup>st</sup> Street Omaha, Nebraska 68134		<div><div></div> Existing Permanent Easement = 1513____ S.F. <div></div> Proposed Permanent Easement = 945____ S.F. <div></div> Proposed Temporary Easement = _____ S.F.</div>	
<b>Project No.</b> OPW 53532		<b>Project Name:</b> Sanitary Sewer Crossing Replacement at I-680 and Spaulding Plaza	
<b>Tract No.</b> 2	<b>Date Prepared:</b> 09-24-2019	<b>Revision Date(s):</b>	Page 1 of 2

