

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

FOR OFFICE USE ONLY	
Project:	Traffic Signal Infrastructure Phase B-3
City Proj. No.:	OPW 53299
Tract No.:	3
Address:	15526 Spaulding Street

**PERMANENT TRAFFIC SIGNAL EASEMENT
 LIMITED LIABILITY COMPANY**

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of One thousand six hundred sixty and 00/100 dollars \$1,660.00 and other valuable considerations, the receipt of which is hereby acknowledged, **Sammy's LLC, a Nebraska Limited Liability Company**, hereinafter known as "GRANTOR", hereby grants and conveys to the **City of Omaha, Nebraska**, a Municipal Corporation, its successors and assigns, hereinafter known as "GRANTEE", a Permanent Traffic Signal Easement, hereinafter called "Easement", for the right to construct, inspect, maintain, repair, replace, survey, relocate and operate a traffic signal pole and other public improvements which pertain to the traffic signal pole as may be required 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 the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing, replacing, surveying, relocating and operating a traffic signal pole and other public improvements which pertain to the traffic signal pole at the will of the GRANTEE.

It is further agreed as follows:

1. That the traffic signal shall be and remain property of the GRANTEE and GRANTEE shall at its own expense be responsible for all repairs, maintenance, improvements and replacements of the traffic signal.

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2. That GRANTOR hereby grants to the GRANTEE a permanent easement for Traffic Signal, installation, operation and maintenance over a portion of property as shown on Exhibit A.
3. 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.
4. That Grantor may use the land within the easement area, including the right of ingress and egress across the easement area. Provided that such use shall not interfere with maintenance, operation, replacement or use of the traffic signal by GRANTEE.
5. That said GRANTOR for themselves and their heirs, executors and administrators do confirm with the said GRANTEE and its assigns, including public utility companies and their assigns, that they, the GRANTOR 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 GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings 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:

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 4th day of February, 2020.

Sammy's LLC
(Name of Limited Liability Company)

AUTHORIZED MEMBER:
Terry Hogan, Member
(Name and Title)

AUTHORIZED MEMBER:
N/A
(Name and Title)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
)SS
COUNTY OF Douglas)

On this 4th day of February, 2020, before me, a Notary Public in and for said County, personally came

Terrance A. Hogan, Member
(Name) (Title)

on behalf of Sammy's LLC, a Nebraska Limited Liability Company and

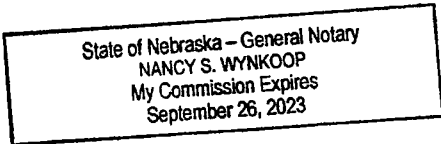
Terrance A. Hogan, Member, of said
(Name) (Title)

Limited Liability Company, to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) 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.

Notary Seal:

Nancy S. Wynkoop
NOTARY PUBLIC



Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

BY:

[Signature] 4/23/2020
Elizabeth Butler,
City Clerk, City of Omaha

[Signature] 4/23/2020
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

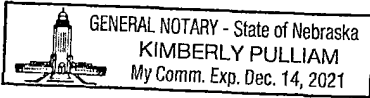
[Signature] 3/26/2020
ASSISTANT CITY ATTORNEY DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of April, 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:



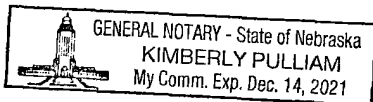
[Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of April, 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.

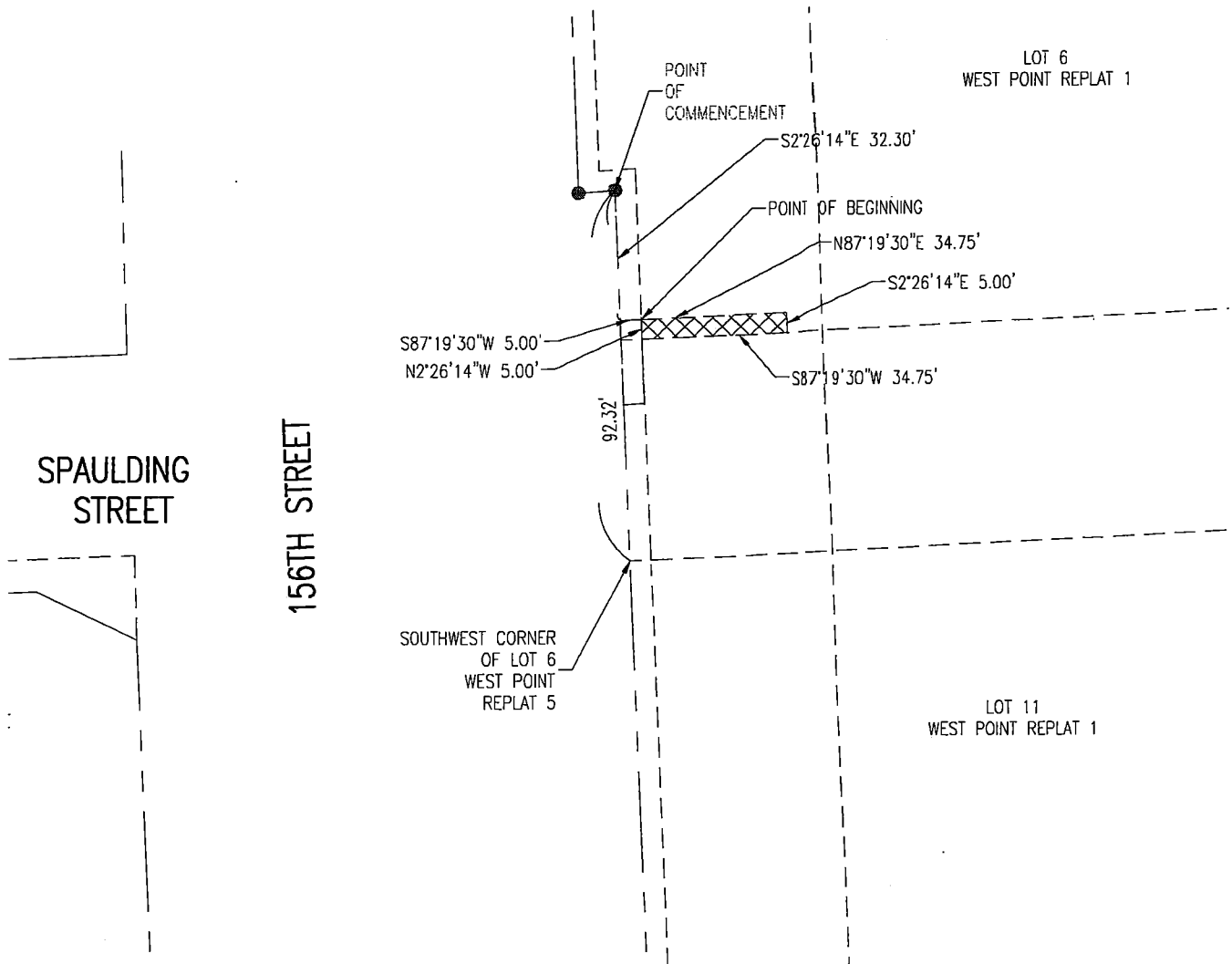
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



[Signature]
NOTARY PUBLIC

EXHIBIT 'A'

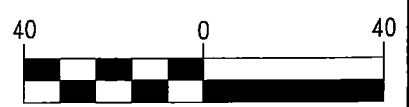
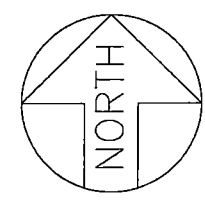


LOT 6
WEST POINT REPLAT 1

LOT 11
WEST POINT REPLAT 1

SPAULDING
STREET

156TH STREET



1 inch = 40 ft.

**CITY OF OMAHA
PUBLIC WORKS DEPARTMENT**


Owner(s): SAMMYS LLC	 PERMANENT EASEMENT: _____	174.00 S.F.
Address: 155526 SPAULDING STREET OMAHA, NE 68116	Project No.: OPW 53299	
	Project Name: TRAFFIC SIGNAL PHASE 3B	
Tract No. # 3	Date Prepared: 03-11-19	Revision Date(s): 04-04-19, 05-13-19
		Page 1 of 2

EXHIBIT "A"

PERMANENT EASEMENT LEGAL DESCRIPTION

PROPERTY DESCRIPTION:


PART OF LOT 6, WEST POINT REPLAT 1, SECTION 02, TOWNSHIP 15 NORTH, RANGE 11 EAST, OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPERTY PERMANENT EASEMENT LEGAL DESCRIPTION

COMMENCING AT A POINT 92.32 FEET PLATTED DISTANCE NORTH OF THE SOUTHWEST CORNER OF LOT 6 WEST POINT REPLAT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF 156TH STREET, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 6, WEST POINT REPLAT 1; THENCE S02°26'14"E (ASSUMED BEARING), ALONG THE WEST LINE OF LOT 6 WEST POINT REPLAT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF 156TH STREET, A DISTANCE OF 32.30 FEET TO A POINT ON THE WEST LINE OF A PERMANENT EASEMENT; THENCE S87°19'30"W TO A POINT ON THE WEST LINE OF A PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING ; THENCE N87°19'30"E , A DISTANCE OF 34.75 FEET; THENCE S02°26'14"E, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF A PERMANENT RECIPROCAL ACCESS EASEMENT; THENCE S87°19'30"W ALONG THE NORTH LINE OF SAID A PERMANENT RECIPROCAL ACCESS EASEMENT, A DISTANCE OF 34.75 FEET TO A POINT ON THE EAST LINE OF SAID PERMANENT EASEMENT; THENCE N02°26'14"W ALONG THE EAST LINE OF SAID PERMANENT EASEMENT, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS AN AREA OF 174.00 SQUARE FEET MORE OR LESS.

**CITY OF OMAHA
PUBLIC WORKS DEPARTMENT**

Owner(s): SAMMYS LLC Address: 15526 SPAULDING STREET	 Permanent Easement: _____ 174.00 S.F.		
	Project No. OPW 53299		
Project Name: TRAFFIC SIGNAL PHASE 3B			
Tract No. X3	Date Prepared: 03-11-19	Revision Date(s):	Page 2 of 2