



MISC 2015038579



MAY 19 2015 14:34 P 5

MISC
F 5/2

FEE 34.00 FE DC-29242
BKP _____ C/O _____ COMP MJ
DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/19/2015 14:34:06.67



2015038579

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT William D. Sapp and Lucille M. Sapp, husband and wife and Elkhorn 204, LLC, A Nebraska Limited Liability Company, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum on the property described below; does hereby donate, grant and convey unto the *City of Omaha, Nebraska, a Municipal Corporation*, and *Sanitary and Improvement District #539 of Douglas County, Nebraska*, hereinafter collectively referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a storm sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

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 storm sewer and appurtenances thereto, at the will of the CITY. The GRANTOR may, following construction of said storm sewer and appurtenances thereto, 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 the 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 the CITY will replace or rebuild any and all damage to improvements caused by the CITY exercising its rights of inspecting, maintaining or operating said storm sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent storm sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That the 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.

City 1

- 5) That said GRANTOR for himself and his heirs, executors and administrators does confirm with the said CITY and its assigns, that he, the GRANTOR is seized in fee of the above-described property and that he has the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he will, and his heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY or and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent storm sewer easement is granted upon the condition that the CITY or 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.
- 7) The CITY reserve 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.
- 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 (if applicable)

IN WITNESS WHEREOF, the said party of the first part has hereunto caused these presents to be signed this 2nd day of APRIL, 2015.

Lucille M. Sapp
Lucille M. Sapp

Elkhorn 204 LLC,
A Nebraska Limited Liability Company

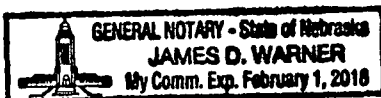
William D. Sapp
William D. Sapp

By: Steven L. Gosch
Steven L. Gosch, Member

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of Douglas) ss.

The foregoing Grant of Easement was acknowledged before me this 2nd day of APRIL, 2015 by William D. Sapp and Lucille M. Sapp, husband and wife.

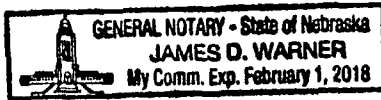


James Warner
Notary Public

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of Douglas) ss.

The foregoing Grant of Easement was acknowledged before me this 30 day of MARCH, 2015 by Steven L. Gosch, Member of Elkhorn 204, LLC, A Nebraska Limited Liability Company on behalf of said Corporation.



James Warner

Notary Public

Return to: Thompson, Dreessen & Dörner, Inc.
10836 Old Mill Road
Omaha, NE 68154

CITY OF OMAHA, a Municipal Corporation

ATTEST:

Deputy
Sandra L. Moses 5-15-15
Sandra L. Moses
City Clerk, City of Omaha

BY:

Jean Stothert 5-15-15
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

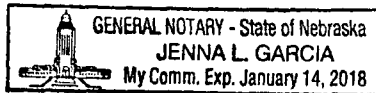
[Signature]
ASST CITY ATTORNEY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of May, 20 15, 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:



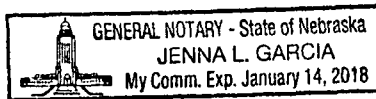
Jenna L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

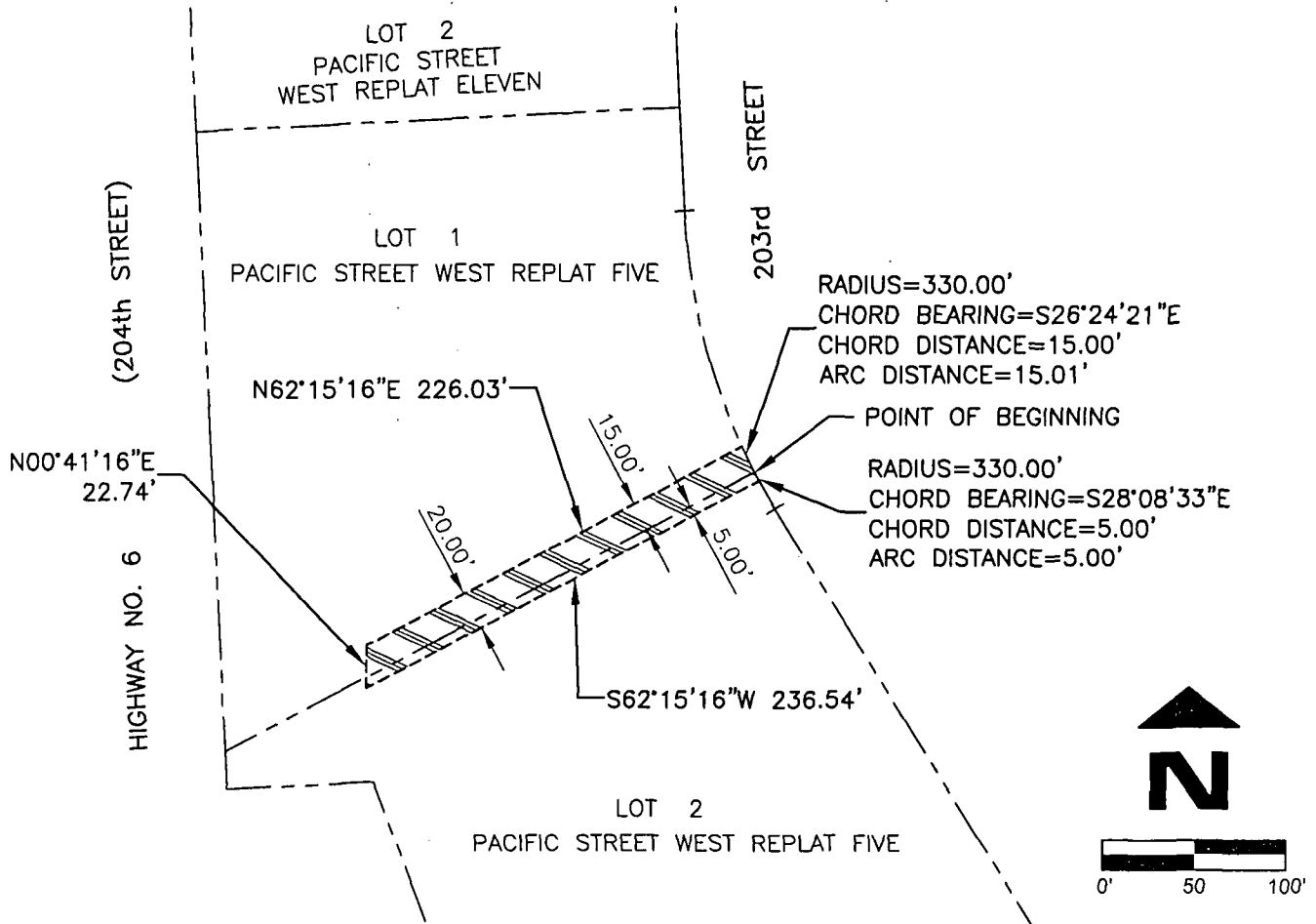
On this 15th day of May, 20 15, before me, a Notary Public in and for said County, personally came Sandra L. Moses Deputy City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, 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:



Jenna L. Garcia
NOTARY PUBLIC



LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2, PACIFIC STREET WEST REPLAT FIVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT 2 ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S28°08'33"E (ASSUMED BEARING), CHORD DISTANCE 5.00 FEET, AN ARC DISTANCE OF 5.00 FEET;

THENCE S52°15'16"W 236.54 FEET ON A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 TO THE EAST LINE OF A 20.00 FOOT WIDE STORM SEWER EASEMENT GRANTED TO SANITARY AND IMPROVEMENT DISTRICT AND TO THE CITY OF OMAHA LYING WITH LOTS 4 AND 5, PACIFIC STREET WEST REPLAT THREE NOW KNOWN AS LOTS 1 AND 2, PACIFIC STREET WEST REPLAT FIVE.

THENCE N00°41'16"E 22.74 FEET ON THE EAST LINE OF SAID EASEMENT TO A POINT 15.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1;

THENCE N62°15'16"E 226.03 FEET ON A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE EAST LINE THEREOF;

THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT 1 ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S26°24'21"E, CHORD DISTANCE 15.00 FEET, AN ARC DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.



Job Number: 1847-161-(EX2)
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: MARCH 31, 2015
Drawn By: RJR
Reviewed By: JDW
Revision Date:

EXHIBIT "A"

MIKE BERLIN

Book
Page