



MISC 2015061434



JUL 24 2015 15:14 P 5

misc

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FEE 34.00 FB 01-60000
BKP 2-15-10 P C/O _____ COMP _____
DEI _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/24/2015 15:14:47.31

2015061434

PERMANENT SEWER EASEMENT

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

THAT **J DUBBYA LAND, LLC**, 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, 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 EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION**

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 sewer at the will of the CITY. 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 CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

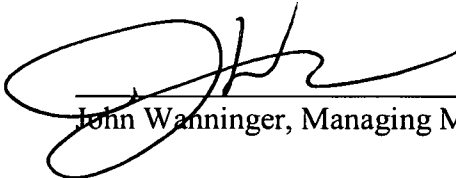
- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by 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.

Return to:

Public Works Department
Right-of-Way Section, Suite 604
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY 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 CITY.
- 3) That CITY 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 CITY and any of said construction and work.
- 5) That 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.
- 6) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY 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 CITY 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 CITY 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 CITY 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 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 said GRANTOR has or have hereunto set his or their hand(s)
this 6th day of May, 2015.



John Wanninger, Managing Member

INDIVIDUAL ACKNOWLEDGMENT

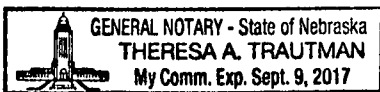
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 6th day of May, 2015 before me, a Notary Public, in and for said County, personally came the above named:

John Wanninger, Managing Member of J DUBBYA LAND, LLC

who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

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



Notary Seal

Theresa A. Trautman

NOTARY PUBLIC

CITY OF OMAHA, a Municipal Corporation

ATTEST

BY:

Buster Brown 7/23/15
Buster Brown,
City Clerk, City of Omaha

Jean Stothert 7/23/15
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

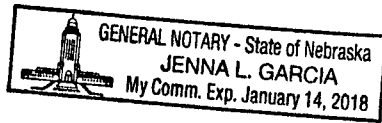
[Signature]
ASST CITY ATTORNEY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of July, 2015, 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:



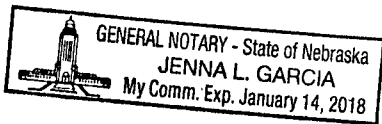
Jenna L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

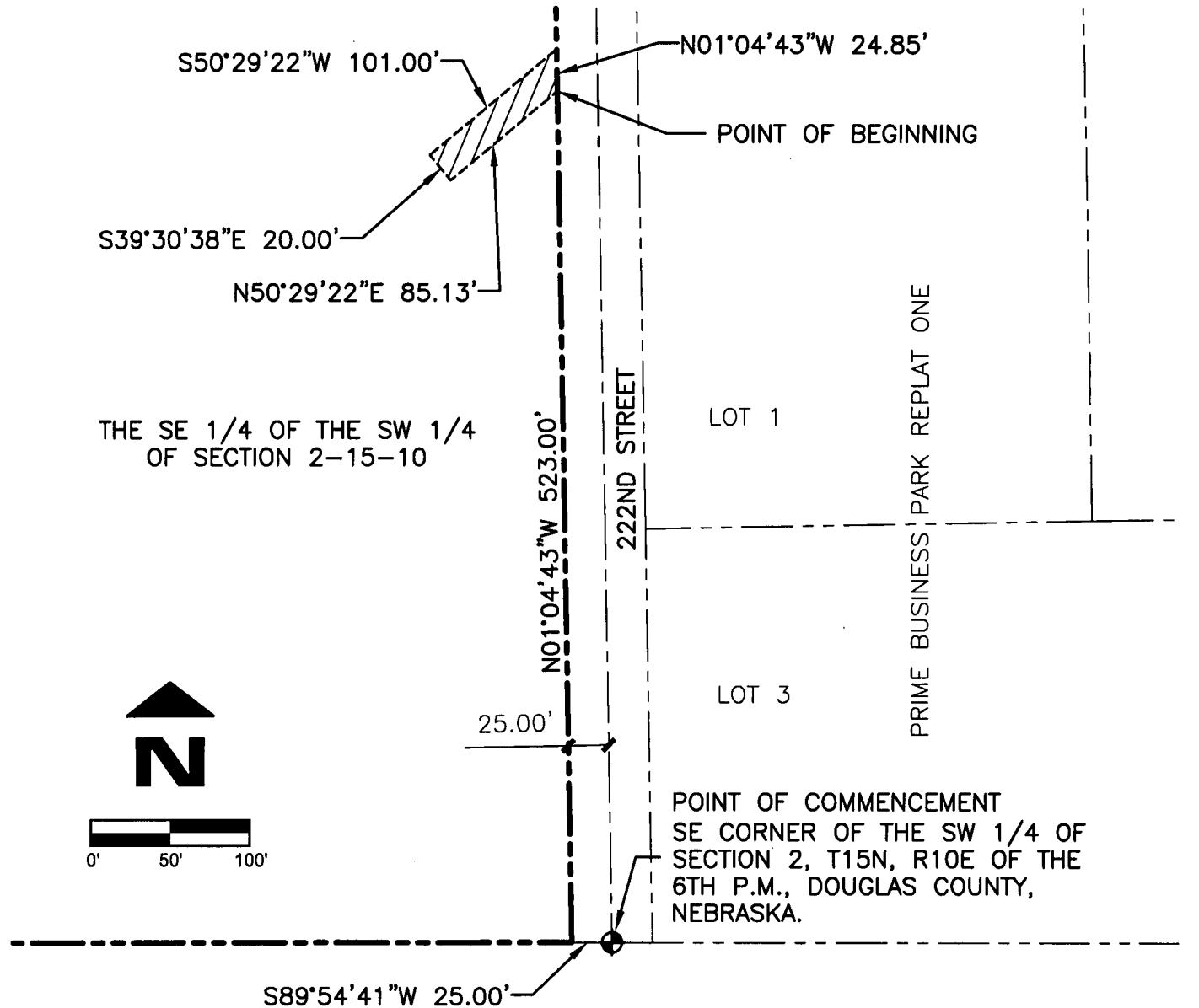
On this 23rd day of July, 2015, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, 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 THE SE 1/4 OF THE SW 1/4 OF SECTION 2, T15N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SW 1/4; THENCE S89°54'41"W (ASSUMED BEARING) 25.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE WEST RIGHT-OF-WAY LINE OF 222ND STREET AND ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4; THENCE N01°04'43"W 523.00 FEET ON THE WEST RIGHT-OF-WAY LINE OF 222ND STREET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°04'43"W 24.85 FEET ON THE WEST RIGHT-OF-WAY LINE OF 222ND STREET AND ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4; THENCE S50°29'22"W 101.00 FEET; THENCE S39°30'38"E 20.00 FEET; THENCE N50°29'22"E 85.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,861 SQUARE FEET



Job Number: 1771-143 EX3
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: 04/27/2015
 Drawn By: MRS
 Reviewed By: DHN
 Revision Date:

EXHIBIT " A "

Book
 Page