
**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

RETURN TO: City 4.

CHECK NUMBER

PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT 192 Maple, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 569 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to construct, maintain and operate storm sewers and drainage and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibits "A" through "D" attached hereto and incorporated herein by this reference.

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 grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.

2. That CITY may construct, maintain, operate, repair, or replace additional sewer systems or drainageways within the permanent easement area described above.

3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

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. This easement is also for the

Return To: CITY
Public Works Department
Right-of-Way Section, Code 604
City of Omaha
1819 Fairview Street
Omaha, Nebraska 68183

benefit of any contractor, agent, employee, or representative of the CITY and any of said construction work.

5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

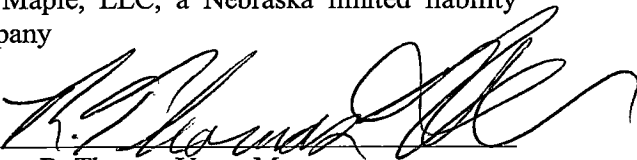
6. That said easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, trees within the easement area as necessary for construction.

7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (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 promises, inducements or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 25th day of September, 2017.

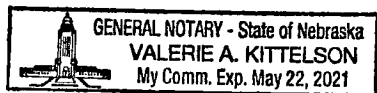
192 Maple, LLC, a Nebraska limited liability company

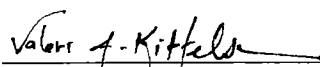
By: 
R. Thomas Vann, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

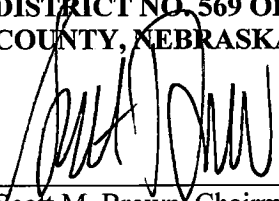
On this 25th day of September, 2017, before me, the undersigned, Notary Public in and for said County, personally came R. Thomas Vann, Manager of 192 Maple, LLC, a Nebraska limited liability company, to me personally known to be the Manager of the company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Manager, and the voluntary act and deed of the company.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

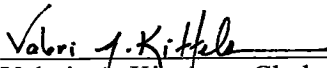



Notary Public

**SANITARY AND IMPROVEMENT
DISTRICT NO. 569 OF DOUGLAS
COUNTY, NEBRASKA**



Scott M. Brown, Chairman of the District



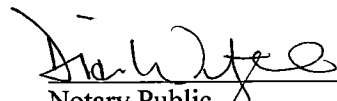
Valerie A. Kittelson, Clerk of the District

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 6th day of February, 2018, before me, a Notary Public in and for said county, personally came Scott M. Brown and Valerie A. Kittelson on behalf of Sanitary and Improvement District No. 569 of Douglas County, Nebraska, known to me to be the Chairman and Clerk of the District, respectively, and the identical persons whose names are affixed to the foregoing instrument and acknowledge the execution thereof to be their respective voluntary act and deed as such Chairman and Clerk and the voluntary act and deed of said District.

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





Notary Public

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

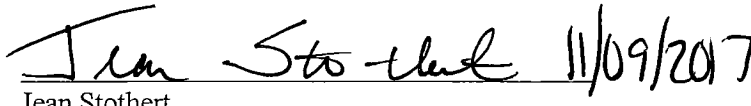
ATTEST:

BY:



Elizabeth Butler,
City Clerk, City of Omaha

11/09/2017



Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

11/09/17

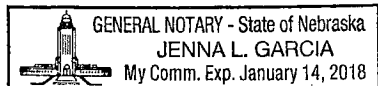
DATE

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 9th day of NOV, 2017, 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:





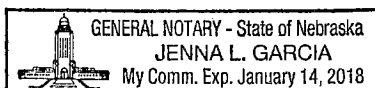
NOTARY PUBLIC

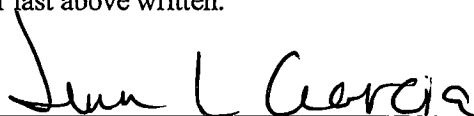
STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 9th day of NOV, 2017, 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 Mayor and the voluntary act and deed of said Municipal Corporation.

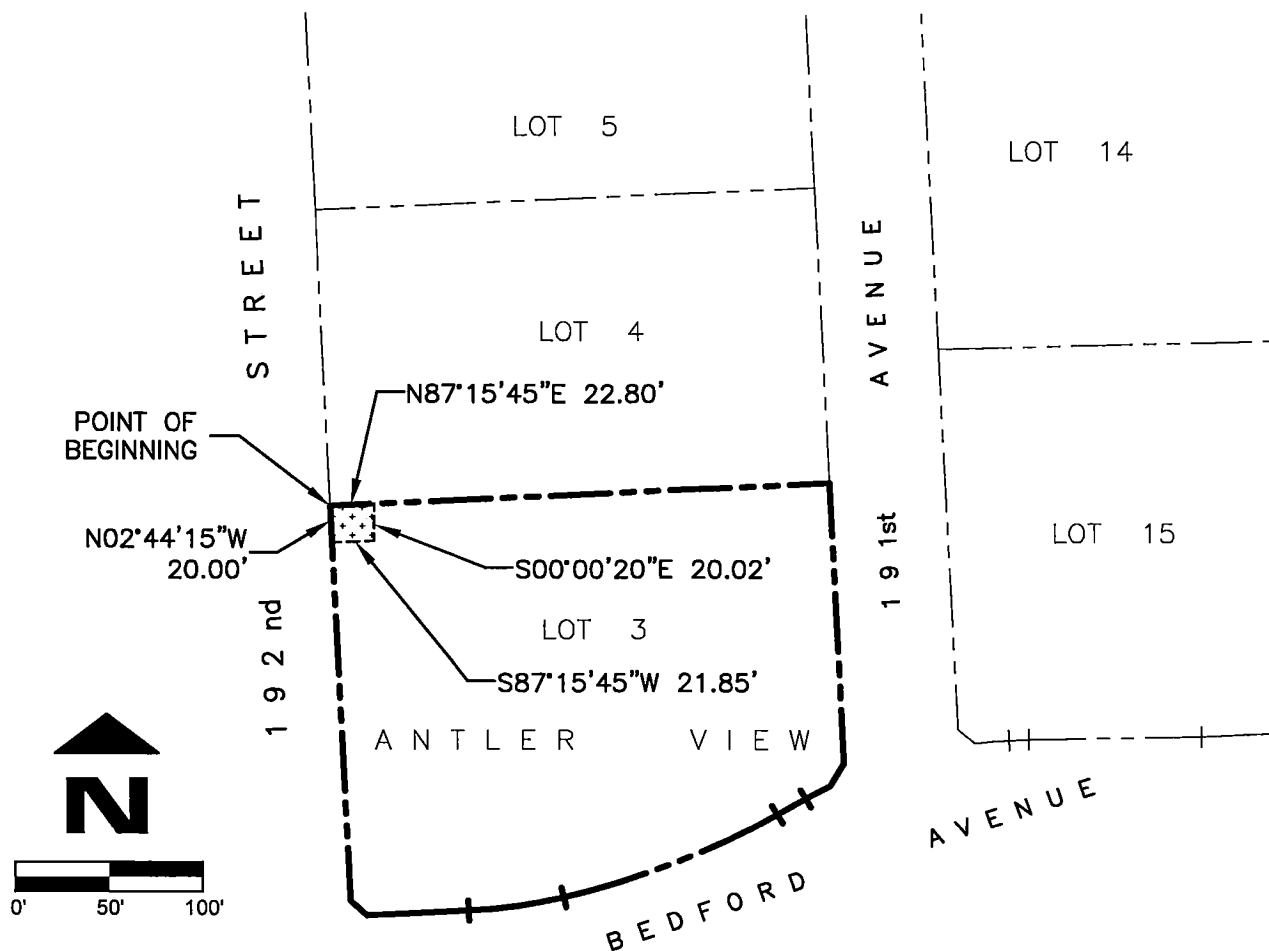
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:





NOTARY PUBLIC



LEGAL DESCRIPTION

THAT PART OF LOT 3, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 3;

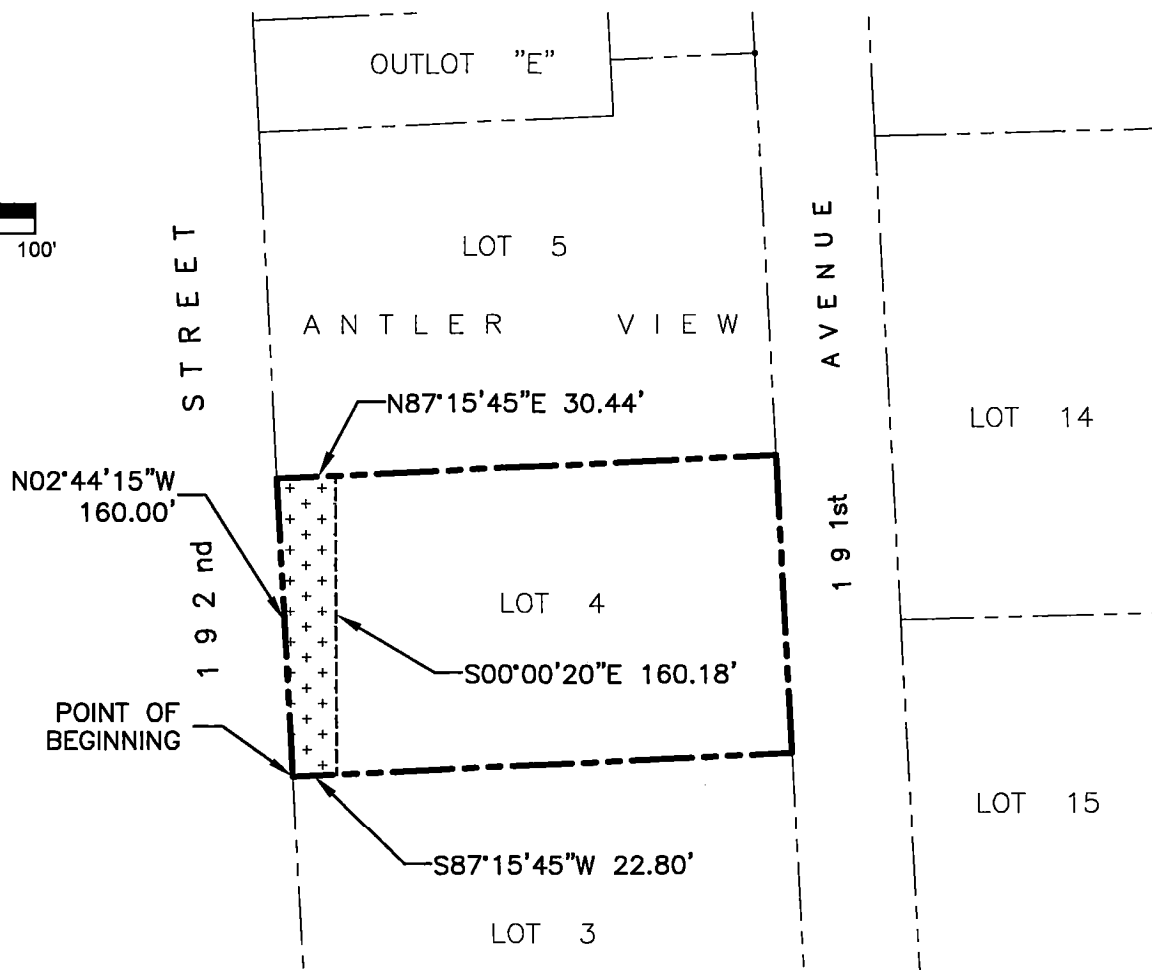
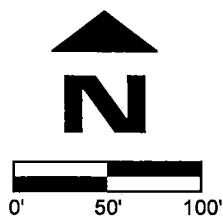
THENCE N87°15'45"E (ASSUMED BEARING) 22.80 FEET ON THE NORTH LINE OF SAID LOT 3;

THENCE S00°00'20"E 20.02 FEET;

THENCE S87°15'45"W 21.85 FEET TO THE WEST LINE OF SAID LOT 3;

THENCE N02°44'15"W 20.00 FEET ON THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

	Job Number: 1951-103-EX11 thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: DECEMBER 9, 2016 Drawn By: RJR Reviewed By: JDW Revision Date:	<h1>EXHIBIT " A "</h1> <p>192 MAPLE LLC</p>	Book Page
	192 MAPLE LLC			



LEGAL DESCRIPTION

THAT PART OF LOT 4, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 4;

THENCE N02°44'15"W (ASSUMED BEARING) 160.00 FEET ON THE WEST LINE OF SAID LOT 4 TO THE NW CORNER THEREOF;

THENCE N87°15'45"E 30.44 FEET ON THE NORTH LINE OF SAID LOT 4;

THENCE S00°00'20"E 160.18 FEET TO THE SOUTH LINE OF SAID LOT 4;

THENCE S87°15'45"W 22.80 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.



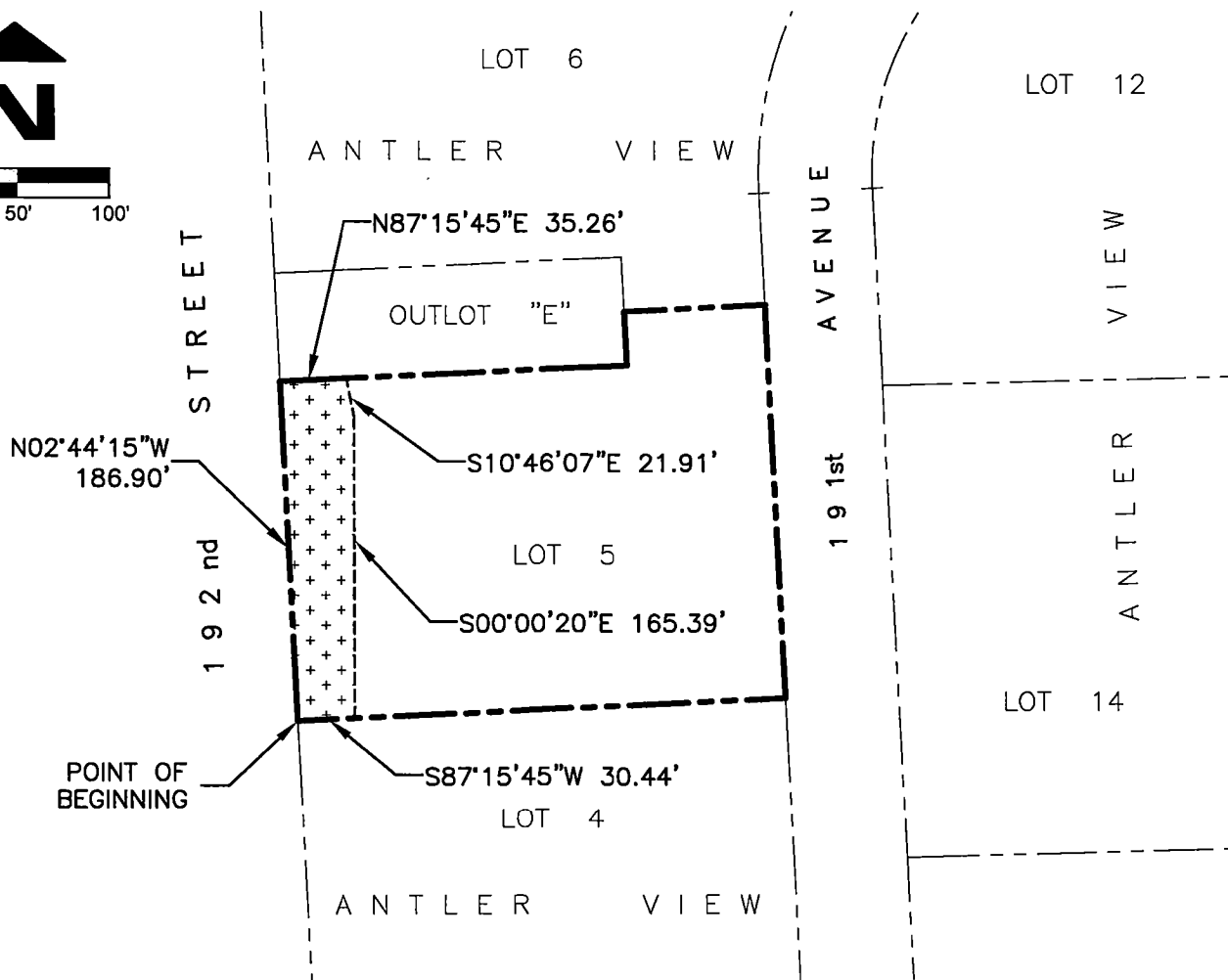
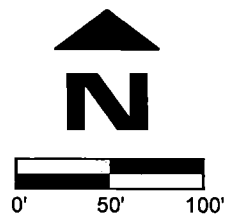
Job Number: 1951-103-EX10
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: DECEMBER 9, 2016
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

EXHIBIT " B "

192 MAPLE LLC

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LEGAL DESCRIPTION

THAT PART OF LOT 5, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 5;

THENCE N02°44'15"W (ASSUMED BEARING) 186.90 FEET ON THE WEST LINE OF SAID LOT 5 TO THE NW CORNER THEREOF;

THENCE N87°15'45"E 35.26 FEET ON THE NORTH LINE OF SAID LOT 5;

THENCE S10°46'07"E 21.91 FEET;

THENCE S00°00'20"E 165.39 FEET TO THE SOUTH LINE OF SAID LOT 5;

THENCE S87°15'45"W 30.44 FEET ON THE SOUTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.



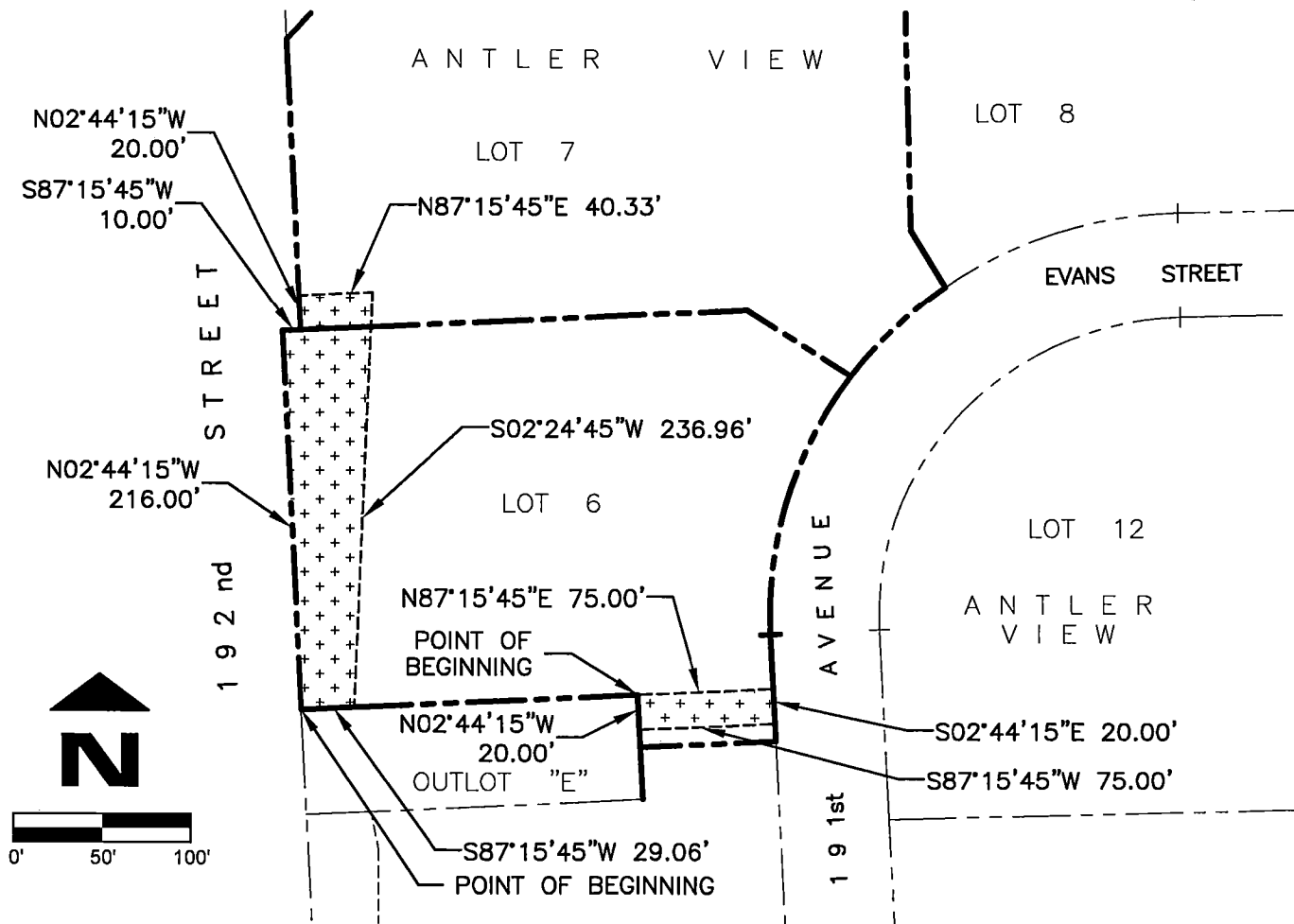
Job Number: 1951-103-EX9
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: DECEMBER 9, 2016
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

EXHIBIT " C "

192 MAPLE LLC

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LEGAL DESCRIPTION

THAT PART OF LOTS 6 & 7, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 6;
 THENCE N02°44'15"W (ASSUMED BEARING) 216.00 FEET ON THE WEST LINE OF SAID LOT 6 TO THE NW CORNER THEREOF;
 THENCE N87°15'45"E 10.00 FEET ON THE NORTH LINE OF SAID LOT 6 TO THE SW CORNER OF SAID LOT 7;
 THENCE N02°44'15"W 20.00 FEET ON THE WEST LINE OF SAID LOT 7;
 THENCE N87°15'45"E 40.33 FEET ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7;
 THENCE S02°24'45"W 236.96 FEET TO THE SOUTH LINE OF SAID LOT 6;
 THENCE S87°15'45"W 29.06 FEET ON THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING;
 TOGETHER WITH
 THAT PART OF SAID LOT 6, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF OUTLOT "E" IN SAID ANTLER VIEW;
 THENCE N87°15'45"E 75.00 FEET ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID OUTLOT "E" TO A POINT ON THE EAST LINE OF SAID LOT 6;
 THENCE S02°44'15'E 20.00 FEET ON THE EAST LINE OF SAID LOT 6;
 THENCE S87°15'45"W 75.00 FEET TO THE EAST LINE OF SAID OUTLOT "E";
 THENCE N02°44'15"W 20.00 FEET ON THE EAST LINE OF SAID OUTLOT "E" TO THE POINT OF BEGINNING.

	Job Number: 1951-103-EX8 thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: DECEMBER 9, 2016 Drawn By: RJR Reviewed By: JDW Revision Date:	<h1>EXHIBIT " D "</h1>
			192 MAPLE LLC