



MISC Inst. # 2018011069, Pg: 1 of 11 Rec Date: 02/12/2018 10:29:36.090
Fee Received: \$70.00 By: SN
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

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

RETURN TO: City 4

CHECK NUMBER

PERMANENT SANITARY and STORM SEWER 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 sanitary sewers, storm sewers and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibits "A" through "F" 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 sewers at the will of the CITY. The GRANTOR may, following construction of said sewers, 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, embankment work, 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 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, its successors and assigns.
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 sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
3. That CITY may construct, maintain, operate, repair, or replace additional sewer systems within the permanent easement area described above.
4. This permanent sewer easement is also for the benefit of nay contractor, agent, employee, or representative of the CITY and any of said construction and work.

Return to: CITY

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

5. 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.

6. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, including public utility companies and their assigns, 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 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 sixty (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 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 28th day of September, 2017.

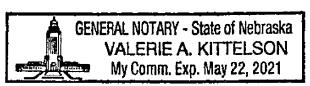
192 Maple, LLC, a Nebraska limited liability company

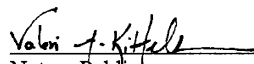
By: 
R. Thomas Vann, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

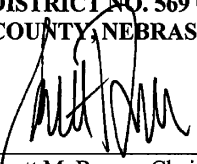
On this 26th day of September, 2017, before me, the undersigned, Notary Public in and for said County, personally came R. Thomas Vann, Manager of 192 Maple, LLC, a Nebraska limited liability company, to me personally known to be the Manager of the company, and the identical person whose name is affixed 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.

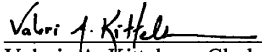



Valerie A. Kittelson
Notary Public

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



Scott M. Brown, Chairman of the District

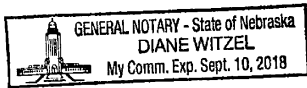


Valerie A. Kittelson, Clerk of the District

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.





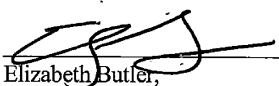
Notary Public


Imprinted Seal

CITY-OF OMAHA, a Municipal Corporation

ATTEST:

BY:

 11/09/2017
Elizabeth Butler,
City Clerk, City of Omaha

 11/09/2017
Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

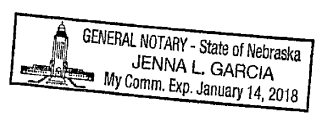
 3 NOV 17
ASSISTANT CITY ATTORNEY DATE

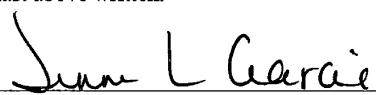
STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

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:



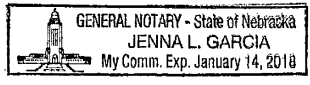

NOTARY PUBLIC

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.

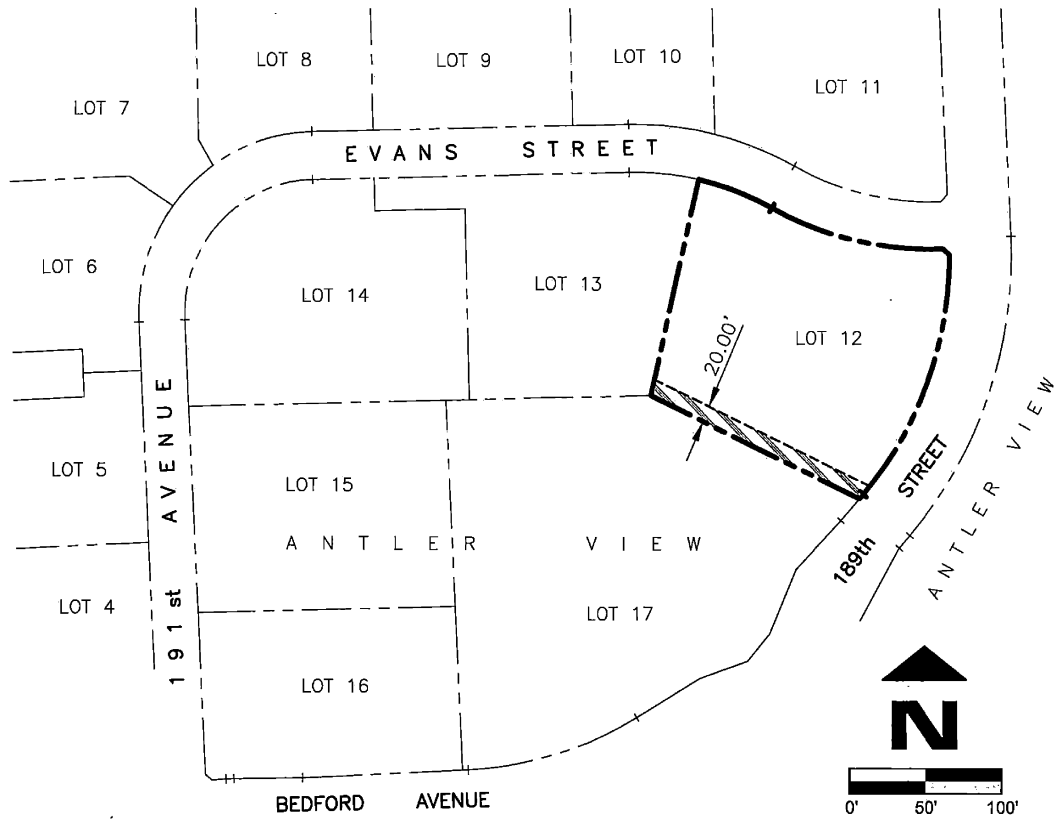
Notary Seal:




NOTARY PUBLIC

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12/14/2016 11:00 AM BOB ROHLFING H:\1900\1951-103 Antler View Phase 2\Drawings\1951-103-EX3.dwg



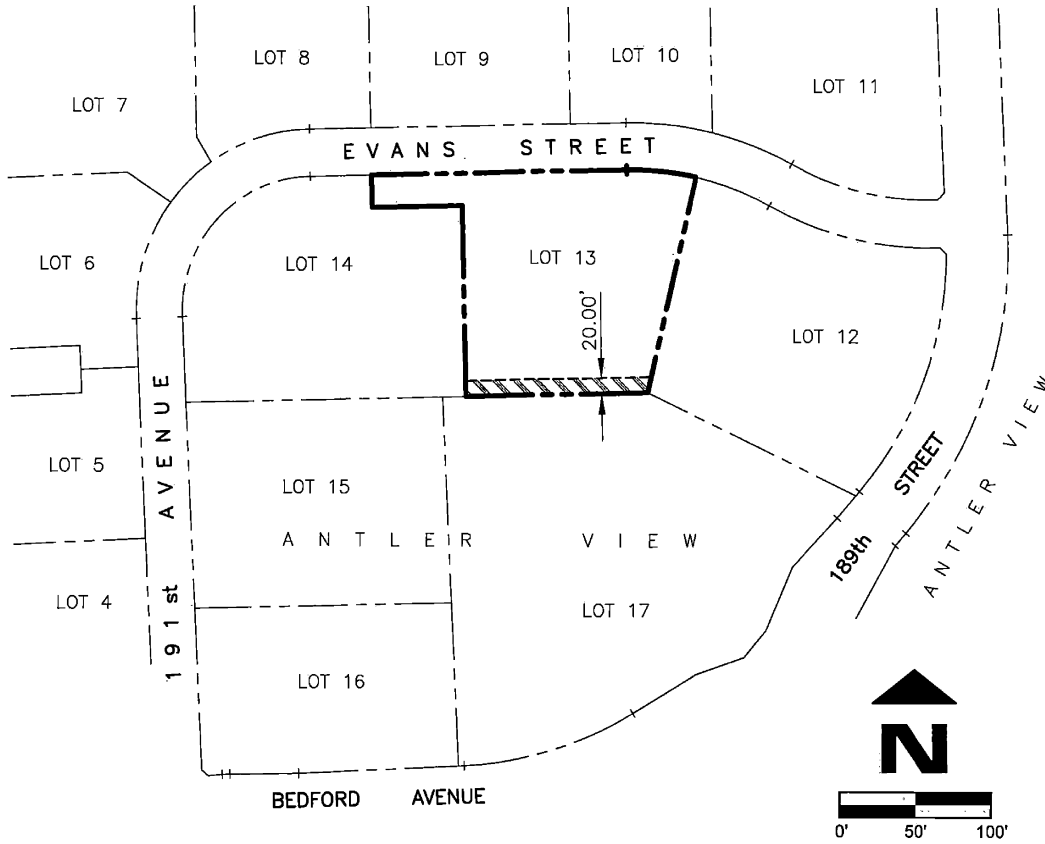
LEGAL DESCRIPTION

THE SOUTHERLY 20.00 FEET IN WIDTH OF LOT 12, ANTLER VIEW,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1951-103-EX3 thompson, dreessen & dörner, 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:	<h2>EXHIBIT "A"</h2>	192 MAPLE LLC	Book Page
				192 MAPLE LLC	Book Page

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12/14/2016 11:00 AM BOB ROHLFING HI\1900\1951-103 Antler View Phase 2\Drawings\1951-103-EX3.dwg

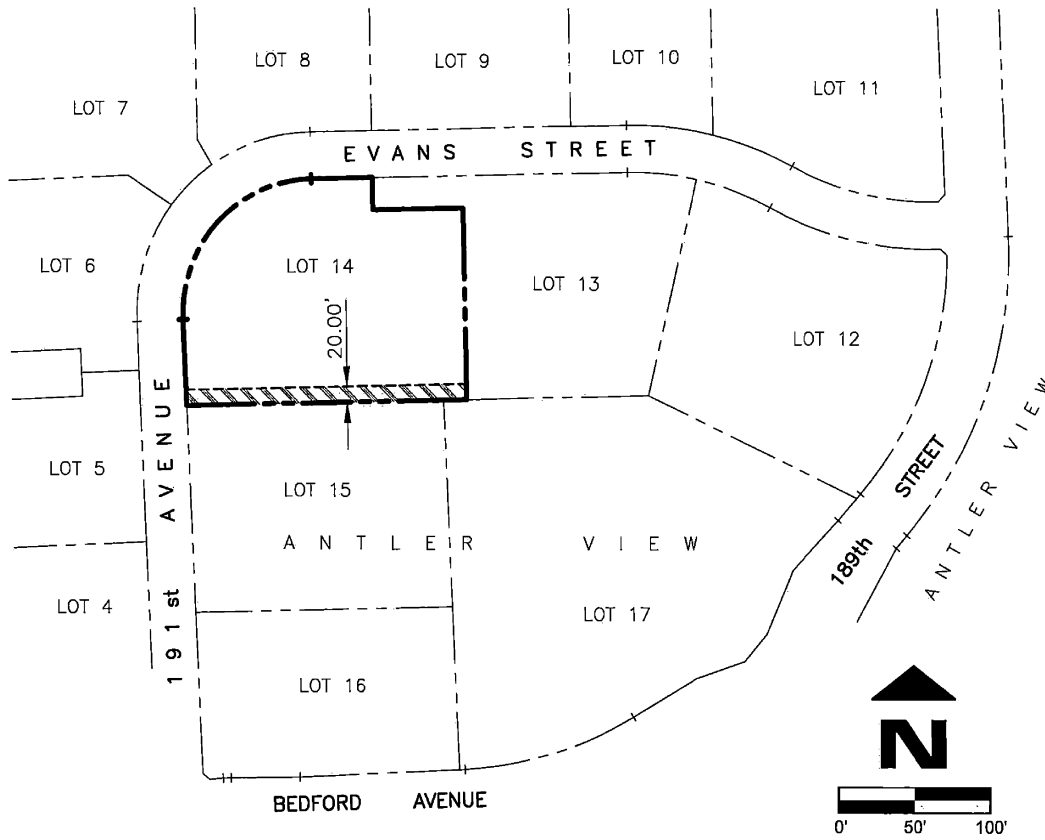


LEGAL DESCRIPTION

THE SOUTHERLY 20.00 FEET IN WIDTH OF LOT 13, ANTLER VIEW,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1951-103-EX3 thompson, dreessen & dörner, 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:	<h2>EXHIBIT " B "</h2>
			192 MAPLE LLC

12/14/2016 11:00 AM BOB ROHLFING H:\1900\1951-103 Antler View Phase 2\Drawings\1951-103-EX3.dwg

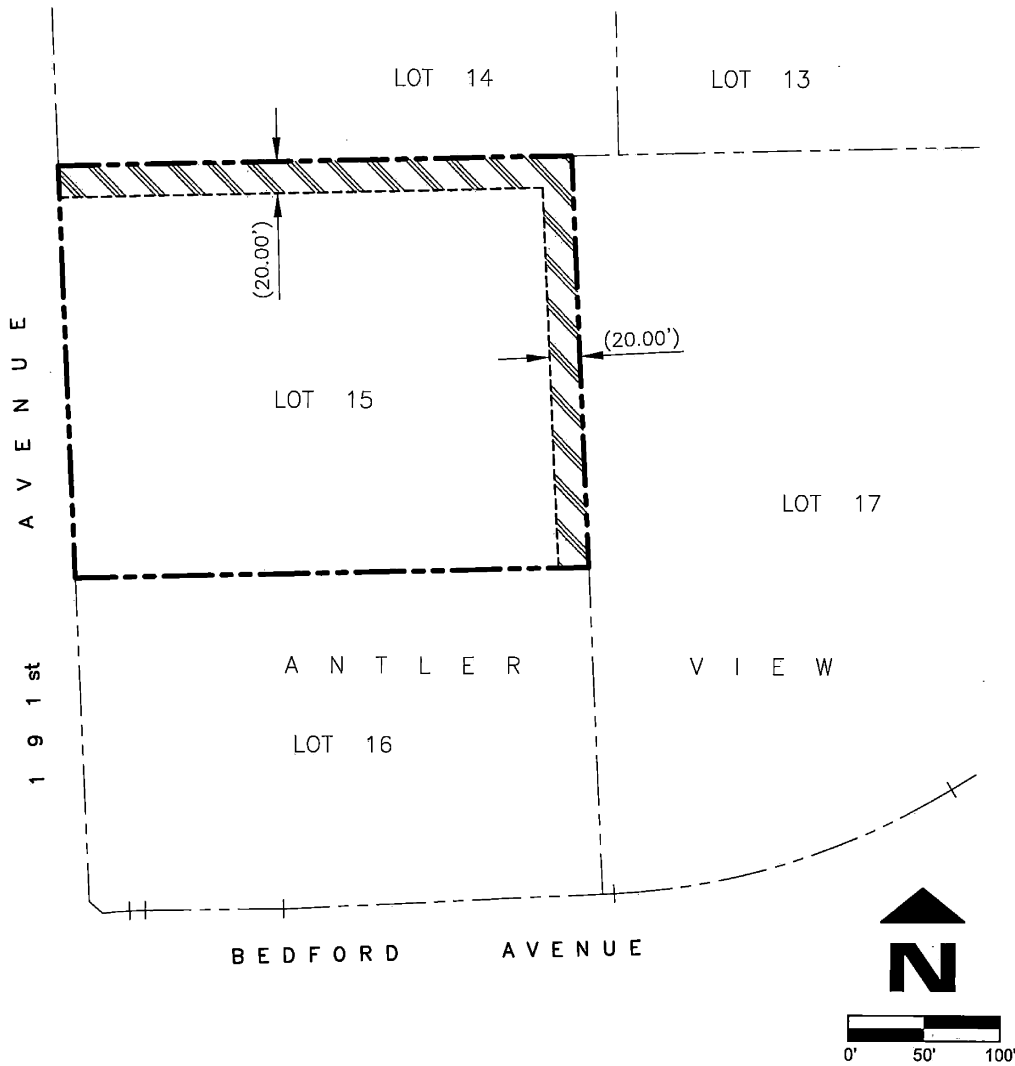


LEGAL DESCRIPTION

THE SOUTHERLY 20.00 FEET IN WIDTH OF LOT 14, ANTLER VIEW,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.


	Job Number: 1951-103-EX3 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:	<h2>EXHIBIT " C "</h2>	192 MAPLE LLC	Book Page
				192 MAPLE LLC	Book Page

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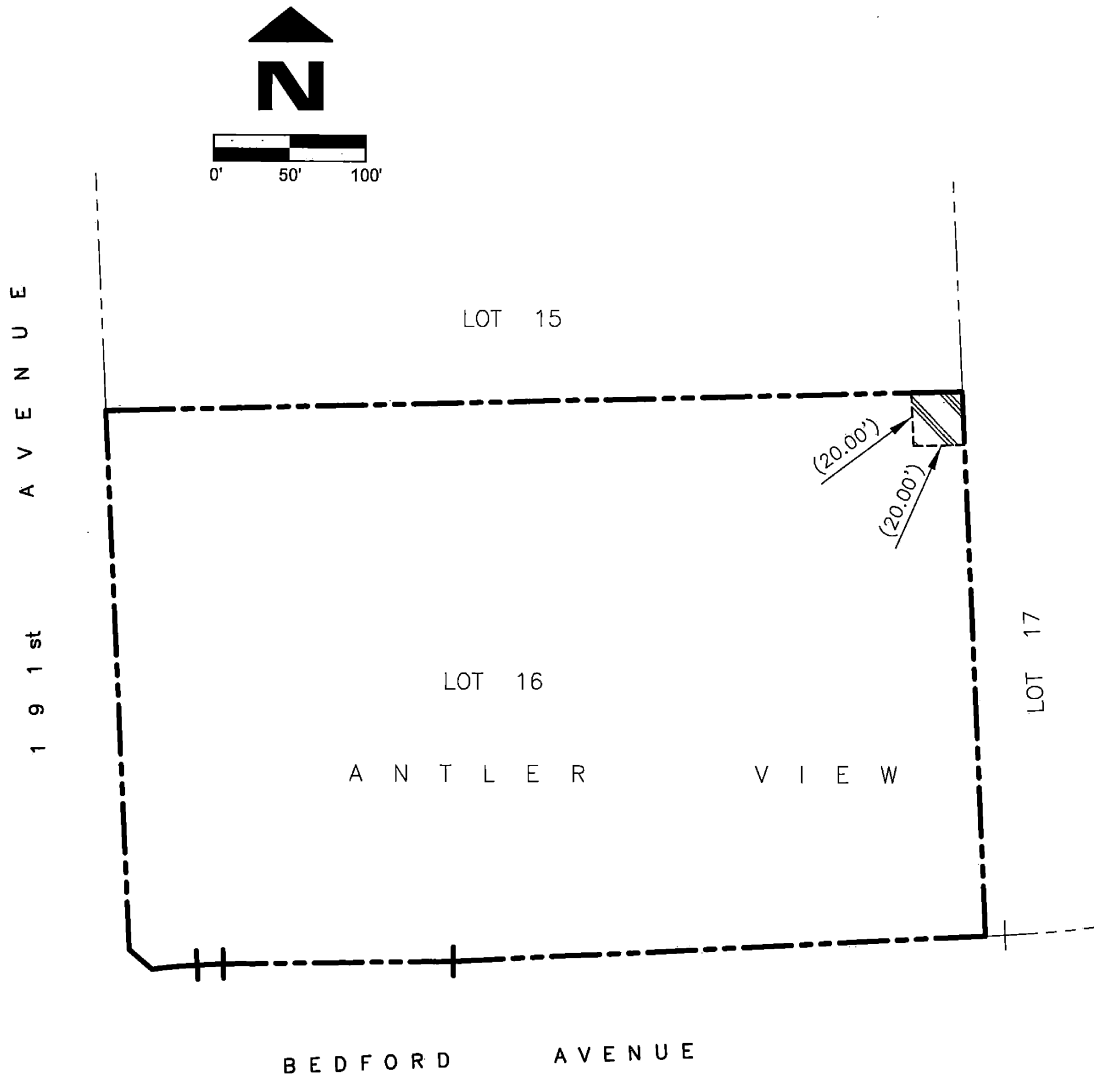
LEGAL DESCRIPTION

THE NORTHERLY AND EASTERLY 20.00 FEET IN WIDTH OF LOT 15, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1951-103-EX5 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:	<h2 style="text-align: center;">EXHIBIT " D "</h2>
			192 MAPLE LLC

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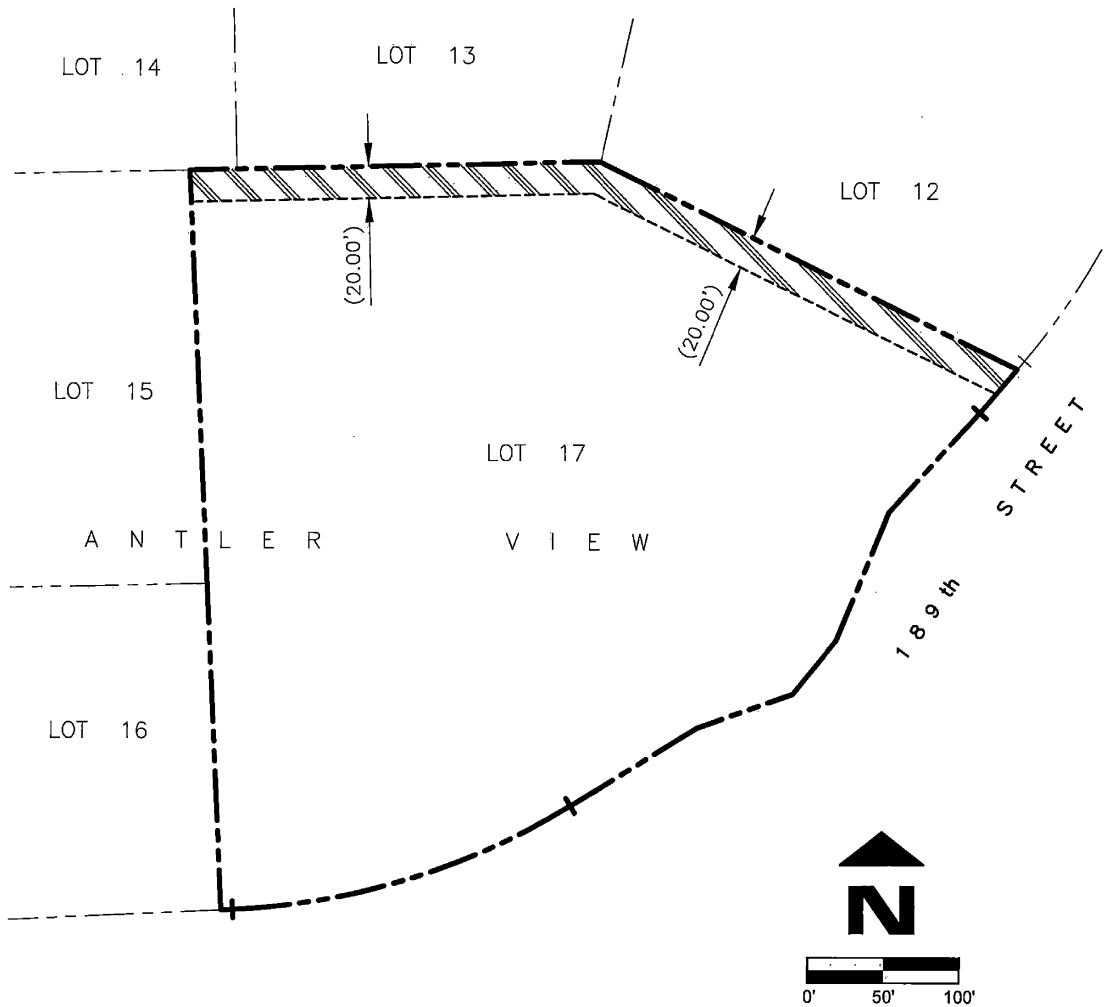
LEGAL DESCRIPTION

THE NORTH 20.00 FEET AND THE EAST 20.00 FEET OF LOT 16, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1951-103-EX6 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:	EXHIBIT " E "
			192 MAPLE LLC
			Book Page

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12/14/2016 10:42 AM BOB ROHLFING H:\1900\1951-103 Antler View Phase 2\Drawings\1951-103-EX4.dwg



LEGAL DESCRIPTION

THE NORTHERLY 20.00 FEET IN WIDTH OF LOT 17, ANTLER VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1951-103-EX4 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:	<h2>EXHIBIT " F "</h2>
			192 MAPLE LLC