



MISC Inst. # 2017079357, Pg: 1 of 6 Rec Date: 10/03/2017 10:32:42.160

Fee Received: \$40.00 By: CC

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

PERMANENT STORM SEWER EASEMENT

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

KNOW ALL MEN BY THESE PRESENTS:

THAT **GREGORY ARMSTRONG**, a single person, and **GLORIA S. MARSH**, a single person, hereinafter collectively referred to as "GRANTOR", 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, and **SANITARY AND IMPROVEMENT DISTRICT NO. 574 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision (hereinafter referred to as the "SID", and collectively with CITY, the "GRANTEE"), 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 GRANTEE, 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 GRANTEE. 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 GRANTEE 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, its 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, its successors or assigns.

CITY

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- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE 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 GRANTEE.
- 3) That GRANTEE may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This Permanent Storm Sewer Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 5) That GRANTEE 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 GRANTEE and its 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 Permanent Storm Sewer Easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this Permanent Storm Sewer Easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This Permanent Storm Sewer Easement runs with the land.
- 7) That said Permanent Storm Sewer Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, and trees within the easement area as necessary for construction.
- 8) The GRANTEE reserves the absolute right to terminate this Permanent Storm Sewer 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 Permanent Storm Sewer Easement.
- 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 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 (if applicable).

**[THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK –
SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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IN WITNESS WHEREOF, the GRANTOR has hereunto caused this Permanent Storm Sewer Easement to be signed by Grantor this 29 day of August, 2017.



GREGORY ARMSTRONG




GLORIA S. MARSH

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

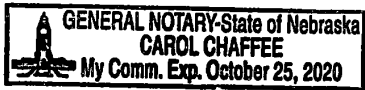
On this 29 day of August, 2017, before me, a Notary Public in and for said County, personally came Gregory Armstrong, a single person, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



NOTARY PUBLIC

Notary Seal:



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

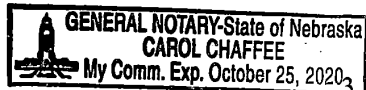
On this 29 day of August, 2017, before me, a Notary Public in and for said County, personally came Gloria S. Marsh, a single person, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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




NOTARY PUBLIC

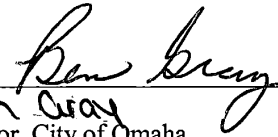
Notary Seal:



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CITY OF OMAHA, NEBRASKA,
a municipal corporation

ATTEST: **Imprinted Seal**

Elizabeth Butler,
City Clerk, City of Omaha

BY: 
Ben Gray
ACTING Mayor, City of Omaha

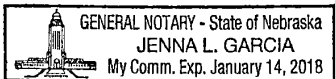
APPROVED AS TO FORM:

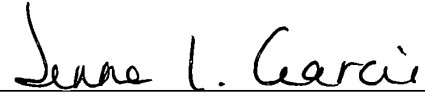

ASSISTANT CITY ATTORNEY 7 SEP 17
DATE

STATE OF NEBRASKA)
) SS Ben Gray,
COUNTY OF DOUGLAS)

On this 14th day of September, 2017, before me, a Notary Public in and for said County, personally came Ben Gray, Acting Mayor of the City of Omaha, Nebraska, a municipal corporation, to me personally known to be the Mayor of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her 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.



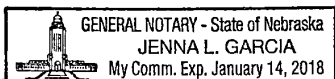

NOTARY PUBLIC

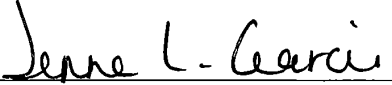
Notary Seal:

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14th day of September, 2017, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, Nebraska, a municipal corporation, to me personally known to be the City Clerk of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her 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 PUBLIC

Notary Seal:

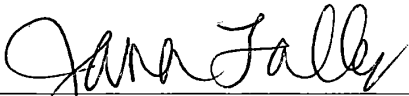
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**SANITARY AND IMPROVEMENT DISTRICT NO. 574
OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska
political subdivision

ATTEST:



Steve Faller, Clerk

By: 

Jana Faller, Chairman

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 28 day of ~~October~~^{Sept.}, 2017, before me, a Notary Public in and for said County, personally came Jana Faller and Steve Faller, Chairman and Clerk, respectively of Sanitary and Improvement District No. 574 of Douglas County, Nebraska, a Nebraska political subdivision, to me personally known to be the persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed in such capacities and the voluntary act and deed of said District. ^{TP}

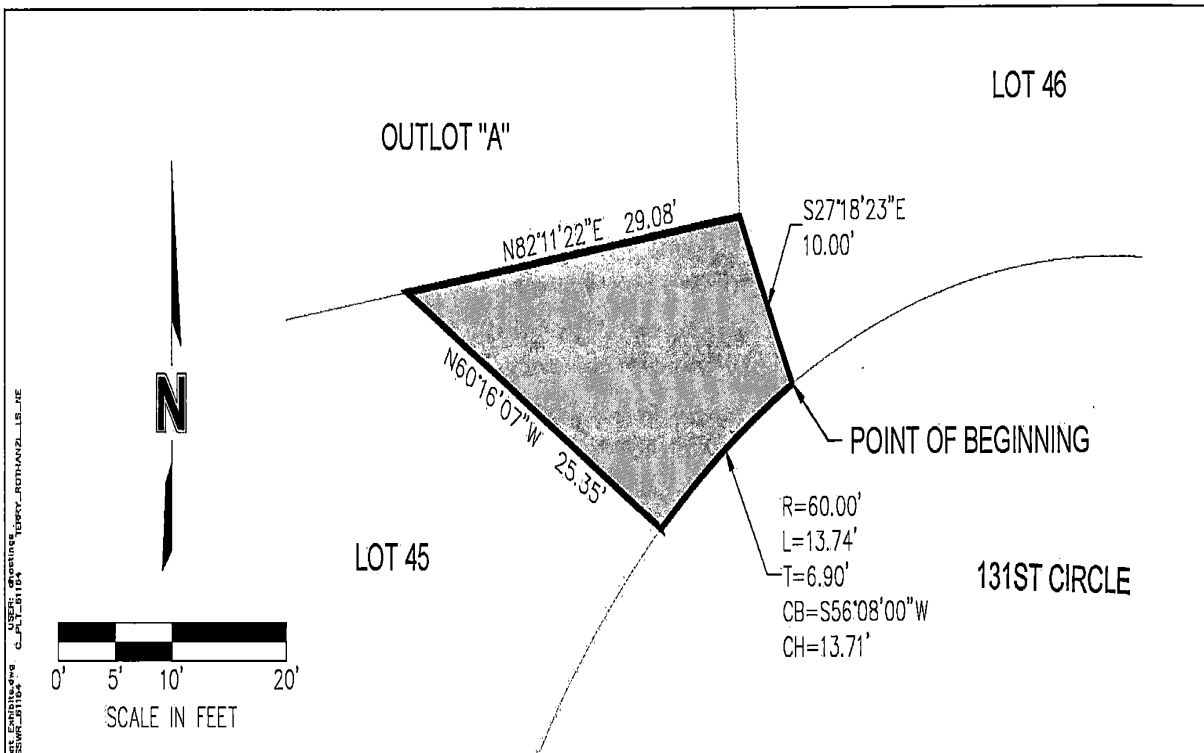
WITNESS my hand and Notarial Seal the day and year last above written.





NOTARY PUBLIC

Notary Seal:



LEGAL DESCRIPTION

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 45, DEER CREEK RESERVE, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 45, SAID CORNER ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF 131ST CIRCLE; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 131ST CIRCLE, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 45 ON A 60.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 13.74 FEET (LONG CHORD BEARS ON AN ASSUMED BEARING OF S56°08'00\"/>

SAID PERMANENT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 289.14 SQ. FT. OR 0.007 ACRES MORE OR LESS.

PROJECT NO: 018-1184	DEER CREEK RESERVE - LOT 45 PERMANENT STORM SEWER EASEMENT	MOLSSON ASSOCIATES 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5695	EXHIBIT
DRAWN BY: PAN			A
DATE: 2.2.17			