



MISC Inst. # 2020007095, Pg: 1 of 7 Rec Date: 01/23/2020 10:52:36.413  
Fee Received: \$46.00 By: LC  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**PERMANENT DRAINAGE EASEMENT  
(LIMITED LIABILITY COMPANY)**

~~When recorded return to:~~  
City of Omaha, Nebraska  
Public Works Department  
General Services Division  
R-O-W Section  
(«ROW\_Agent»)

FOR OFFICE USE ONLY	
Project:	«Proj Name»
City Proj. No.:	«Proj No»
Tract No.:	«Tract»
Address:	«Parcel Address» Omaha, Nebraska «Mail Zip»

*KNOW ALL MEN BY THESE PRESENTS:*

THAT **RICHLAND HOMES, LLC**, a Nebraska Limited Liability Company, 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, and **SANITARY AND IMPROVEMENT DISTRICT NO. 591 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, drainage structures, and/or drainage ways, 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 drainage structures and/or drainage ways at the will of the GRANTEE. The GRANTOR may, following construction of said drainage structures and/or drainage ways 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.

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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, or its successors and assigns without the 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.
- 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 drainage structures and/or drainage ways, 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 drainage structures and/or drainage ways within the permanent easement described above.
- 4) This Permanent Drainage 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 GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this Permanent Drainage Easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this Permanent Drainage Easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This Permanent Drainage Easement runs with the land.
- 7) That said Permanent Drainage 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 Drainage 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.

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- 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 INTENTIONALLLY BLANK –  
SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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IN WITNESS WHEREOF, the GRANTOR has hereunto caused these presents to be signed by its Sole Member and Manager this 25 day of September, 2019.

**RICHLAND HOMES, LLC,**  
a Nebraska Limited Liability Company

By: *Gerald L. Torczon*  
Gerald L. Torczon, Sole Member and Manager

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF SARPY     )

On this 25 day of September, 2019, before me, a Notary Public in and for said County, personally came **Gerald L. Torczon**, Sole Member and Manager of **Richland Homes, LLC**, a Nebraska Limited Liability Company, to me personally known to be the Sole Member and Manager of said Limited Liability 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 Sole Member and Manager and the voluntary act and deed of said Limited Liability Company.

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

*Mary Jayne Throener*  
NOTARY PUBLIC

Notary Seal:

State of Nebraska – General Notary  
MARY JAYNE THROENER  
My Commission Expires  
September 27, 2020

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Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:

Elizabeth Butler,  
City Clerk, City of Omaha

BY:

Jean Stothert,  
Mayor, City of Omaha

APPROVED AS TO FORM:

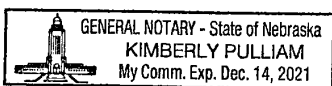
ASSISTANT CITY ATTORNEY DATE

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 2nd day of October, 2019, 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 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 Seal:



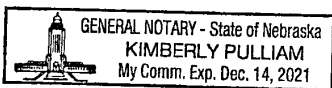
Kimberly Pulliam  
NOTARY PUBLIC

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 2nd day of October, 2019, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, 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 Seal:




Kimberly Pulliam  
NOTARY PUBLIC

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**SANITARY AND IMPROVEMENT DISTRICT NO. 591  
OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska  
political subdivision

ATTEST:

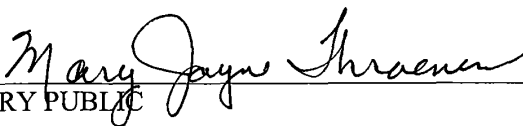
  
Doris J. Nicholson, Clerk

By:   
Gerald L. Torczon, Chairman

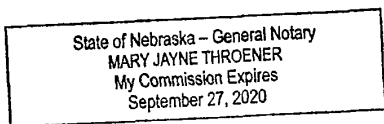
STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF SARPY     )

On this 25 day of September, 2019, before me, a Notary Public in and for said County, personally came **Gerald L. Torczon and Doris J. Nicholson**, Chairman and Clerk, respectively of **Sanitary and Improvement District No. 591 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.

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

  
NOTARY PUBLIC

Notary Seal:



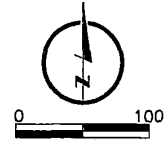
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EXHIBIT "A"

EASEMENT EXHIBIT

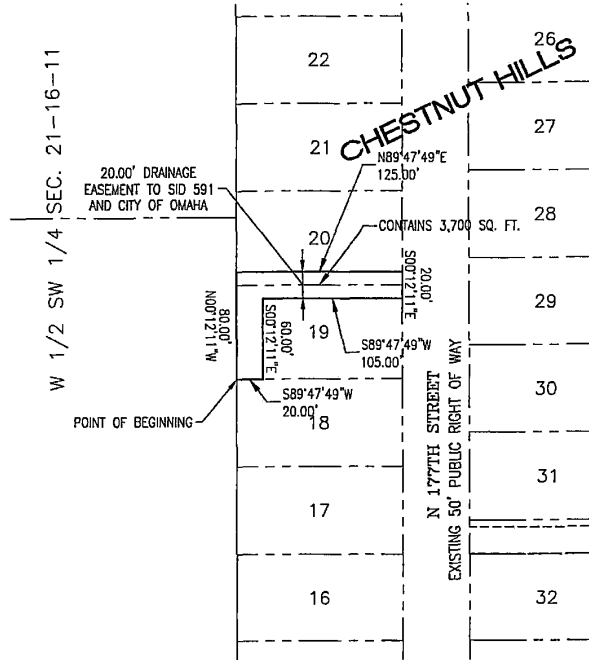
LEGAL DESCRIPTION

A PERMANENT TWENTY (20.00') FOOT WIDE DRAINAGE EASEMENT OVER PART OF LOTS 19 AND 20, CHESTNUT HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19;  
 THENCE NORTH 00°12'11" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF CHESTNUT HILLS) FOR 80.00 FEET ON THE WEST LINE OF SAID LOTS 19 AND 20;  
 THENCE NORTH 89°47'49" EAST FOR 125.00 FEET 10.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 20 TO THE EAST LINE THEREOF;  
 THENCE SOUTH 00°12'11" EAST FOR 20.00 FEET ON THE EAST LINE OF SAID LOTS 19 AND 20;  
 THENCE SOUTH 89°47'49" WEST FOR 105.00 FEET 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 19;  
 THENCE SOUTH 00°12'11" EAST FOR 60.00 FEET 20.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 19 TO THE SOUTH LINE THEREOF;  
 THENCE SOUTH 89°47'49" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 3,700 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE



U:\Engineering\0117095 Chestnut Hills\Survey\Drawings\Sheets\ASAD\0117095-1AS-02.dwg, 6/11/2019 10:41:38 AM, FILE: A, LAMP, RYNEARSON

<p><b>LAMP RYNEARSON</b></p>	<p>14710 W. DODGE RD, STE. 100                  OMAHA, NE 68154                  402.498.2498                  LampRynearson.com</p>	<p>DESIGNER / DRAFTER                  JLC/EM                  REVIEWER</p> <p>PROJECT NUMBER                  0117095-01-003</p> <p>DATE                  5/22/2019</p> <p>SURFACE LOCATION</p> <p>BOOK AND PAGE</p>	<p>EASEMENT                  EXHIBIT</p>
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