

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

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

FOR OFFICE USE ONLY	
Project:	
City Proj. No.:	
Tract No.:	
Address:	

*KNOW ALL MEN BY THESE PRESENTS:*

THAT **NODDLE HOMES 2 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, 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.
- 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, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 6<sup>TH</sup> day of JUNE, 2021.

NODDLE HOMES 2 LLC  
(Name of Limited Liability Company)

AUTHORIZED MEMBER:

[Signature]  
(Name and Title)  
JAY B. NODDLE, MANAGER

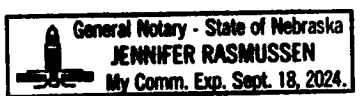
ATTEST: [Signature]  
(Name and Title)  
PAUL R. DIETSCH, VICE PRESIDENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 6 day of June, 2021, before me, a Notary Public in and for said County, personally came Jay B. Noddle, Manager,  
(Name) (Title)  
on behalf of NODDLE HOMES 2 LLC, a Limited Liability Company,

to me personally known to be the respective member of said Limited Liability Company 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 such member and the voluntary act and deed of said Limited Liability Company.

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



Jennifer Rasmussen  
NOTARY PUBLIC

Notary Seal

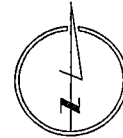


# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A 20.00 FEET SANITARY SEWER EASEMENT OVER THAT PART OF LOTS 1 THROUGH 6, BLACKSTONE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1;  
 THENCE NORTH 00°02'41" EAST FOR 5.95 FEET ON THE WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 00°02'41" EAST FOR 20.00 FEET CONTINUING ON SAID WEST LINE;  
 THENCE NORTH 90°00'00" EAST FOR 143.82 FEET;  
 THENCE SOUTH 00°00'00" EAST FOR 20.00 FEET;  
 THENCE NORTH 90°00'00" WEST FOR 143.84 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 2,877 SQUARE FEET.



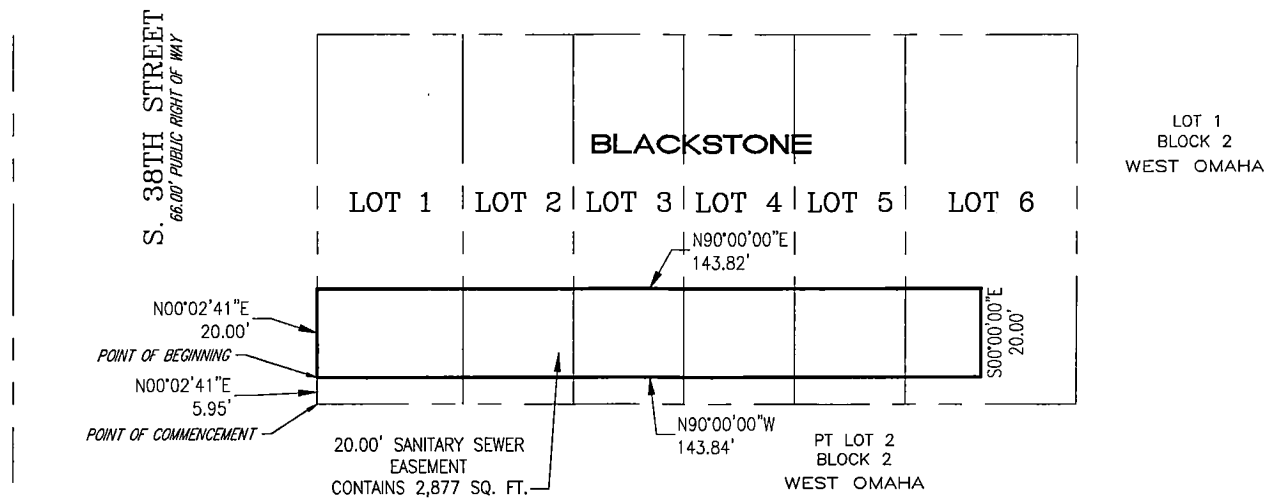
40 0

SCALE: 1" = 40'  
 U.S. SURVEY FEET

## LEGEND

————— EASEMENT LINE  
 - - - - - LOT LINE

DEWEY AVENUE  
 66.00' PUBLIC RIGHT OF WAY



L:\Engineering\0120171\_38th and Dewey\Townhome\SURVEY\DRAWINGS\BASE MODELS\0120171-EAS-01.dwg, 6/3/2021 10:39:11 AM, RACHEL RENNECKER, LAMP RYNEARSON

**LAMP RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
 14710 W. DODGE RD., STE. 100 (602)438.2408  
 FORT COLLINS, COLORADO  
 4715 INNOVATION DR., STE. 100 (970)226.0342  
 KANSAS CITY, MISSOURI  
 9001 STATE LINE RD., STE. 200 (816)361.6440

DESIGNER / DRAFTER

RACHEL E. RENNECKER

REVIEWER

JON L. CARRELL

PROJECT NUMBER

0120171.01

DATE

6/3/2021

SURFACE LOCATION

BOOK AND PAGE

EASEMENT  
 EXHIBIT

A