



MISC 2016043671



JUN 07 2016 14:51 P 5

MISC  
 5/1 FEE 34.00 FB 64-23245  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP MT  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
 B

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 6/7/2016 14:51:56.94



2016043671

Ⓢ

### PERMANENT SEWER EASEMENT

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

THAT LANOHA 135 MILLARD 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:

City 4

- 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 GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their 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) 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:

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member this 4<sup>th</sup> Day of September, 2015

LANOHA 135 MILLARD LLC  
(Name of Limited Liability Company)

AUTHORIZED MEMBER:

Jason P. Saul  
(Sign)  
Manager  
(Title)

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of September, 2015, before me, a Notary Public in and for said County, personally came Jason P. Lanoha,  
(Name)

Manager, of LANOHA 135 MILLARD LLC,  
(Title) (Name of LLC)

a Nebraska limited liability company, to me personally known to be the respective member of said limited liability company and the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Limited Liability Company.

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

Notary Seal: Kristina J. Carter

NOTARY PUBLIC





# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

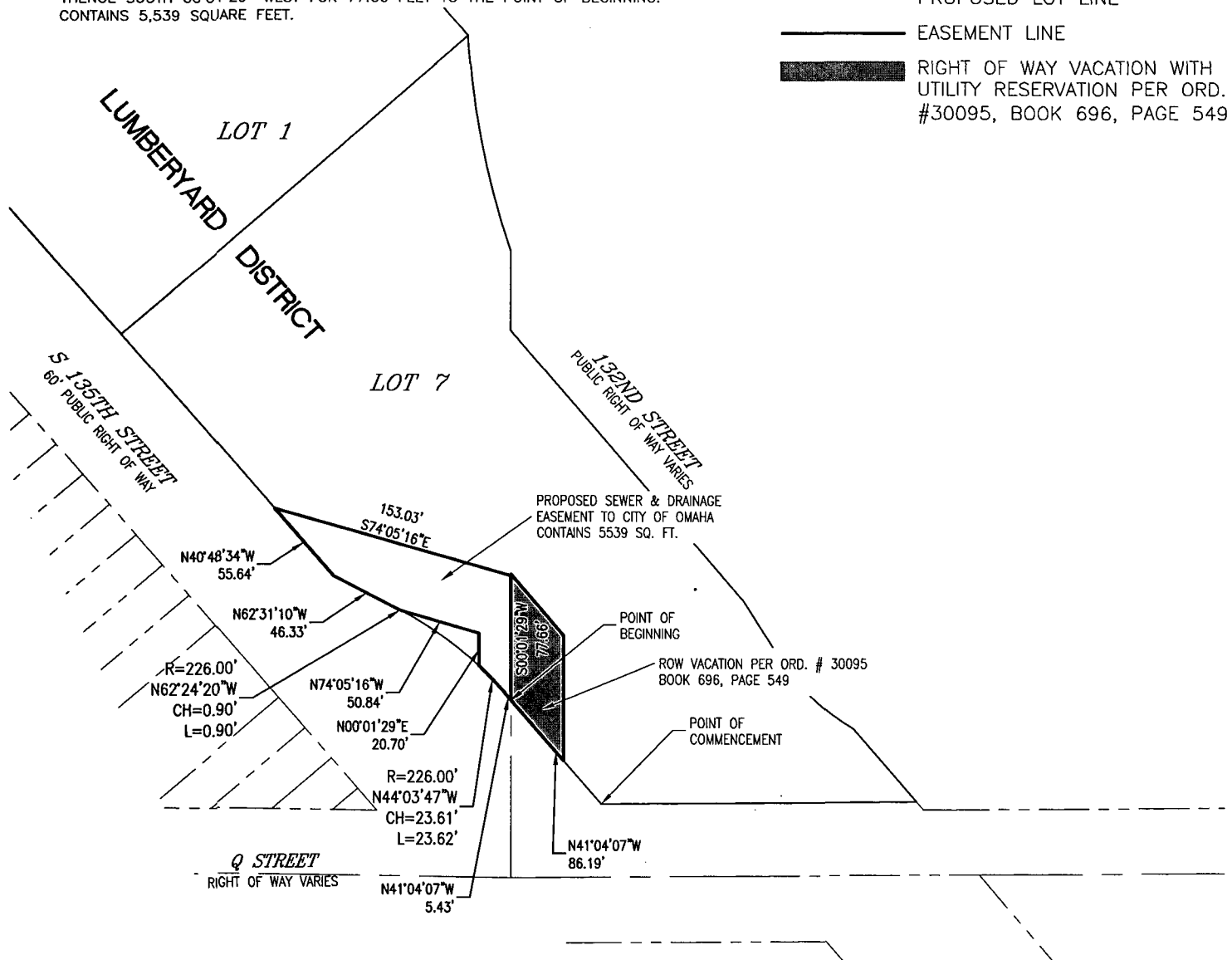
A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER AND DRAINAGE OVER THAT PART OF LOT 7, LUMBERYARD DISTRICT, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7;  
 THENCE NORTH 41°04'07" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF LUMBERYARD DISTRICT) FOR 86.19 FEET ALONG THE WEST LINE OF SAID LOT 7 TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 41°04'07" WEST FOR 5.43 FEET CONTINUING ALONG SAID WEST LINE;  
 THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 226.00 FEET AND A LONG CHORD BEARING NORTH 44°03'47" WEST FOR 23.61 FEET) FOR AN ARC LENGTH OF 23.62 FEET CONTINUING ALONG SAID WEST LINE;  
 THENCE NORTH 00°01'29" EAST FOR 20.70 FEET;  
 THENCE NORTH 74°05'16" WEST FOR 50.84 FEET TO THE WEST LINE OF SAID LOT 7;  
 THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 226.00 FEET AND A LONG CHORD BEARING NORTH 62°24'20" WEST FOR 0.90 FEET) FOR AN ARC LENGTH OF 0.90 FEET ALONG SAID WEST LINE;  
 THENCE NORTH 62°31'10" WEST FOR 46.33 FEET CONTINUING ALONG SAID WEST LINE;  
 THENCE NORTH 40°48'34" WEST FOR 55.64 FEET CONTINUING ALONG SAID WEST LINE;  
 THENCE SOUTH 74°05'16" EAST FOR 153.03 FEET;  
 THENCE SOUTH 00°01'29" WEST FOR 77.66 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 5,539 SQUARE FEET.



## LEGEND

- EXISTING LOT LINE
- PROPOSED LOT LINE
- EASEMENT LINE
- █ RIGHT OF WAY VACATION WITH UTILITY RESERVATION PER ORD. #30095, BOOK 696, PAGE 549



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
 Omaha, Nebraska 68154-2027 402.496.2730 | F  
 www.LRA-Inc.com

drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
EAM/SGT		MRT	0114040.01-003	5-18-15		

path\filename L:\Engineering\0114040\SURVEY\DRAWINGS\14040E103-SAN-DRN.dwg