



**PERMANENT SEWER 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 **Saddlecreek 1011, 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 good and valuable considerations, the receipt and sufficiency 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

Permanent Easement

«Proj\_No»

Tract - «Tract»

Randy KUSZAK

Return to: Lamp Lynmarson

14710 West Dodge Road, Omaha, NE  
68124

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. The CITY has approved the construction of a screen wall and a paved area within the permanent easement.

- 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, in addition, the screen wall and paved area will not be compensated or reconstructed by the 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 16<sup>th</sup> day of July, 2018.

**SADDLECREEK 1011, LLC, a Nebraska limited liability company,**

By its Managing Member, Bluestone Development, LLC,  
a Nebraska limited liability company,



Name: Christian Christensen  
Title: President

STATE OF NEBRASKA )  
  )  
COUNTY OF DOUGLAS )

On this 16<sup>th</sup> day of July, 20 18, before me, a Notary Public in and for said County, personally came Christian Christensen, the President of Bluestone Development, LLC, a Nebraska limited liability company, being the Managing Member of Saddlecreek 1011, LLC, a Nebraska Limited Liability Company, and to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member(s) 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 PUBLIC

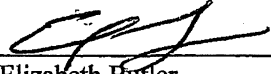
\_\_\_\_\_  
Notary Seal


**Imprinted Seal**

**CITY OF OMAHA, a Municipal Corporation**

ATTEST: **Imprinted Seal**

BY:

  
Elizabeth Butler,  
City Clerk, City of Omaha

  
Jean Stothert,  
Mayor, City of Omaha

APPROVED AS TO FORM:

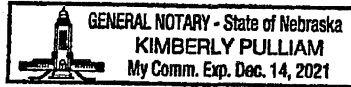
  
ASSISTANT CITY ATTORNEY      DATE 7/19/18

STATE OF NEBRASKA    )  
                                  ) SS  
COUNTY OF DOUGLAS   )

On this 19th day of July, 2018 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:



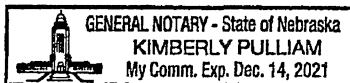
  
NOTARY PUBLIC


STATE OF NEBRASKA    )  
                                  ) SS  
COUNTY OF DOUGLAS   )

On this 19th day of July, 2018 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 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:



  
NOTARY PUBLIC

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT SEWER EASEMENT OVER THAT PART OF VACATED SADDLE CREEK ROAD LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 15 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" OPEN TOP PIPE AT THE INTERSECTION OF THE EAST LINE OF THE VACATED NORTH, SOUTH ALLEY IN BLOCK 3, WEST SIDE ADDITION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA WITH THE EAST RIGHT OF WAY LINE OF SADDLE CREEK ROAD;

THENCE NORTH 61°15'09" WEST (ASSUMED BEARINGS) FOR 15.23 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 692;

THENCE NORTH 28°44'53" EAST FOR 189.04 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 692;

THENCE NORTH 27°50'29" EAST FOR 70.04 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 692;

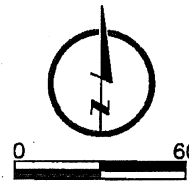
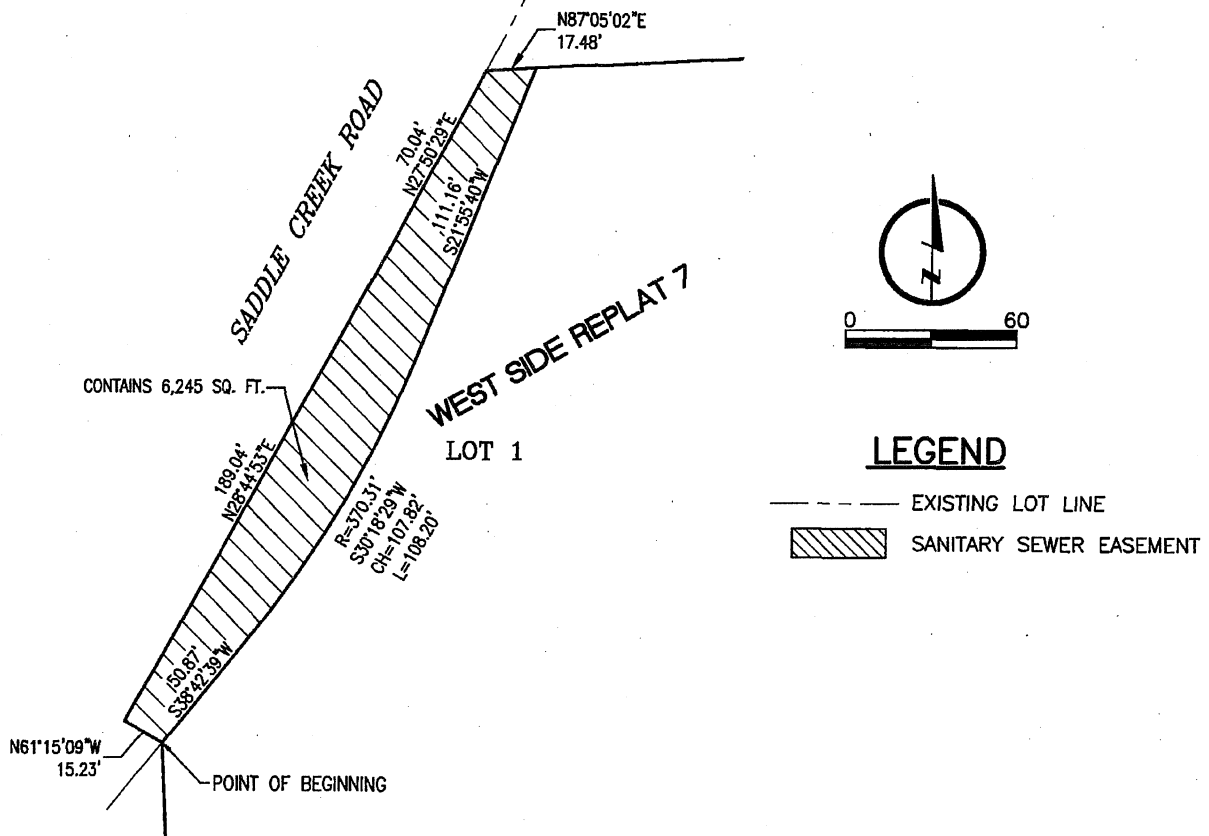
THENCE NORTH 87°05'02" EAST FOR 17.48 FEET TO A 1" PINCHED TOP PIPE;

THENCE SOUTH 21°55'40" WEST FOR 111.16 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 692;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 370.31 FEET AND A LONG CHORD BEARING SOUTH 30°18'29" WEST FOR 107.82 FEET) FOR AN ARC LENGTH OF 108.20 FEET TO A STAR DRILL HOLE WITH CHISELED "X";

THENCE SOUTH 38°42'39" WEST FOR 50.87 FEET TO THE POINT OF BEGINNING.  
CONTAINS 6,245 SQUARE FEET.

*To be indexed with Lot 1, West Side Replat 7*



### LEGEND

- EXISTING LOT LINE
- SANITARY SEWER EASEMENT



**LAMP RYNEARSON**

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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		MRT	0116094.01-004	12-14-17		