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THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: \_\_\_\_\_

LAMP.I

CHECK NUMBER

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**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 **NEW WEST FARM HOLDINGS, LLC**, a Nebraska Limited Liability Company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of **One and no/100 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. 583 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision (hereinafter referred to as the "SID", and collectively with CITY, the "GRANTEE") 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 EXHIBITS "A" through "B"  
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 11th day of July, 2019.

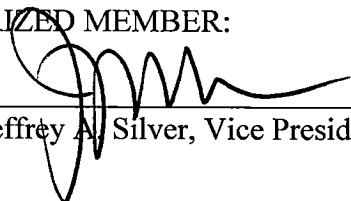
**NEW WEST FARM HOLDINGS, LLC**

A Nebraska limited liability company,

By: NORTH AMERICAN CASUALTY CO., a Nebraska corporation, Manager

AUTHORIZED MEMBER:

ATTEST:

  
\_\_\_\_\_  
(Jeffrey A. Silver, Vice President)

\_\_\_\_\_  
(Name and Title)

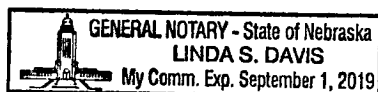
STATE OF NEBRASKA )

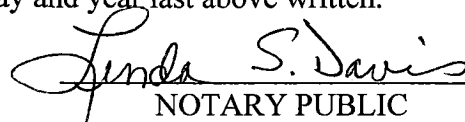
COUNTY OF DOUGLAS )

On this 11 day of July, 20 19, before me, a Notary Public in and for said

County, personally came Jeffrey A. Silver, Vice President of NORTH AMERICAN CASUALTY CO., a Nebraska corporation, Manager of NEW WEST FARM HOLDINGS, LLC., 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

ATTEST:

BY:

APPROVED AS TO FORM:

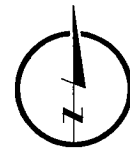
### Permanent Easement

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT 20 FOOT (20.00') WIDE STORM SEWER EASEMENT OVER THAT PART OF LOT 1, WEST FARM REPLAT 5, 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 87°07'35" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF WEST FARM) FOR 278.32 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 02°52'25" WEST FOR 20.00 FEET;  
 THENCE NORTH 87°07'35" EAST FOR 20.00 FEET;  
 THENCE SOUTH 02°52'25" EAST FOR 20.00 FEET TO SAID SOUTH LINE OF LOT 1;  
 THENCE SOUTH 87°07'35" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 400 SQUARE FEET.



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## LEGEND

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

WEST FARM REPLAT 2  
 LOT 2

WEST FARM REPLAT 5  
 LOT 1

APPLIED PARKWAY

DAVENPORT STREET

WEST FARM REPLAT 3  
 LOT 1

LOT 2

N87°07'35"E  
 20.00'  
 N02°52'25"W  
 20.00'  
 POINT OF BEGINNING  
 N87°07'35"E  
 278.32'  
 POINT OF COMMENCEMENT  
 S02°52'25"E  
 20.00'  
 S87°07'35"W  
 20.00'  
 STORM SEWER EASEMENT  
 CONTAINS 400 SQ. FT.

**LAMP  
 RYNEARSON**

14710 W. DODGE RD, STE. 100  
 OMAHA, NE 68154  
 402.496.2498  
 LampRynearson.com

DESIGNER / DRAFTER  
 WEK/EAM

REVIEWER

PROJECT NUMBER  
 0116088.07-007

DATE  
 6-12-2019

SURFACE LOCATION

BOOK AND PAGE

EASEMENT  
 EXHIBIT

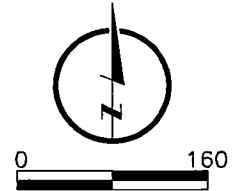
A

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

### EASEMENT 1

A PERMANENT 20 FOOT (20.00') WIDE STORM SEWER EASEMENT OVER THAT PART OF LOT 1, WEST FARM REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1;  
 THENCE SOUTH 87°07'35" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF WEST FARM) FOR 33.04 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 87°07'35" WEST FOR 20.00 FEET CONTINUING ON SAID SOUTH LINE;  
 THENCE NORTH 02°53'55" WEST FOR 20.00 FEET;  
 THENCE NORTH 87°06'05" EAST FOR 20.00 FEET;  
 THENCE SOUTH 02°53'55" EAST FOR 20.00 FEET TO THE POINT OF BEGINNING;  
 CONTAINS 400 SQUARE FEET.

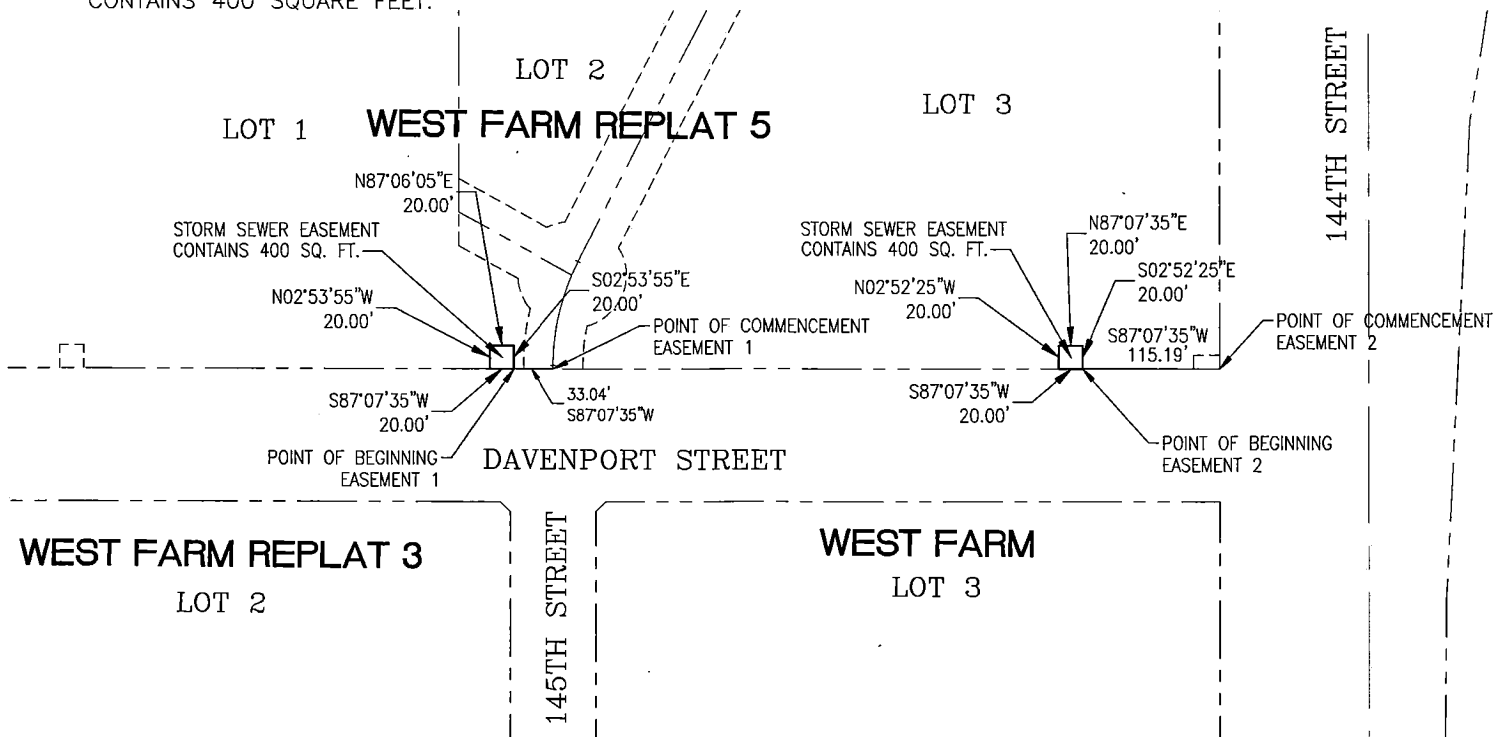


### EASEMENT 2

A PERMANENT 20 FOOT (20.00') WIDE STORM SEWER EASEMENT OVER THAT PART OF LOT 3, WEST FARM REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;  
 THENCE SOUTH 87°07'35" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF WEST FARM) FOR 115.19 FEET ON THE SOUTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 87°07'35" WEST FOR 20.00 FEET CONTINUING ON SAID SOUTH LINE;  
 THENCE NORTH 02°52'25" WEST FOR 20.00 FEET;  
 THENCE NORTH 87°07'35" EAST FOR 20.00 FEET;  
 THENCE SOUTH 02°52'25" EAST FOR 20.00 FEET TO THE POINT OF BEGINNING;  
 CONTAINS 400 SQUARE FEET.

### LEGEND

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



**LAMP  
RYNEARSON**

14710 W. DODGE RD, STE. 100  
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 402.496.2498  
 LampRyNearson.com

DESIGNER / DRAFTER  
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BOOK AND PAGE

EASEMENT  
 EXHIBIT  
 B