



2020-14188

Recording fees paid:
\$0.00

05/28/2020 10:35:27 AM

Pages: 3

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: lam



EASE

**PERMANENT EASEMENT
(LIMITED LIABILITY COMPANY)**

When recorded return to:
Sarpy County Engineer
Public Works Department
15100 South 84th Street, Papillion, Nebraska 68046

FOR OFFICE USE ONLY	
Project:	Schram Road-114th St. to 132nd St.
Project No.:	C-77(19-05)
Tract No.:	6
Address:	17467 Rivera Drive, Omaha, Nebraska 68136

KNOW ALL MEN BY THESE PRESENTS:

THAT **LASCHANSKY INVESTMENTS, L.L.C., a Nebraska Limited Liability Company**, organized and existing under the laws of the State of NEBRASKA, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of **ONE HUNDRED TWENTY and NO/100 DOLLARS (\$120.00)** and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SARPY COUNTY, NEBRASKA**, a Municipal Corporation, hereinafter referred to as COUNTY, and to its successors and assigns, a permanent easement for roadway grading and construction, storm sewer construction, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD unto said COUNTY, 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 appurtenances as described above at the will of the COUNTY. The GRANTOR may, following construction of said appurtenances continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the COUNTY 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 COUNTY. Improvements which may be approved by COUNTY 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 COUNTY will replace or rebuild any and all damage to improvements caused by COUNTY exercising its rights of inspecting, maintaining or operating said appurtenances, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY and any of said construction and work.
- 4) That COUNTY 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.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said COUNTY 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 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 COUNTY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

- 6) That said permanent easement is granted upon the condition that the COUNTY 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.
- 7) The COUNTY 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.
- 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 COUNTY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the COUNTY or its agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 18 day of MAY, 2020.

Laschansky Investments, L.L.C., a Nebraska Limited Liability Company

MANAGING PARTNER:

ATTEST:

SANDEE LEA
(Name and Title)

(Name and Title)

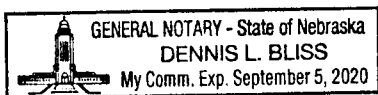
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF SARASOTA)

Dated this 18 day of MAY, 2020, before me, a General Notary Public, duly commissioned and qualified, came SANDEE LEA, Managing Partner of Laschansky Investments, L.L.C., a Nebraska Limited Liability Company, to me personally known to be the respective officer 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 respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

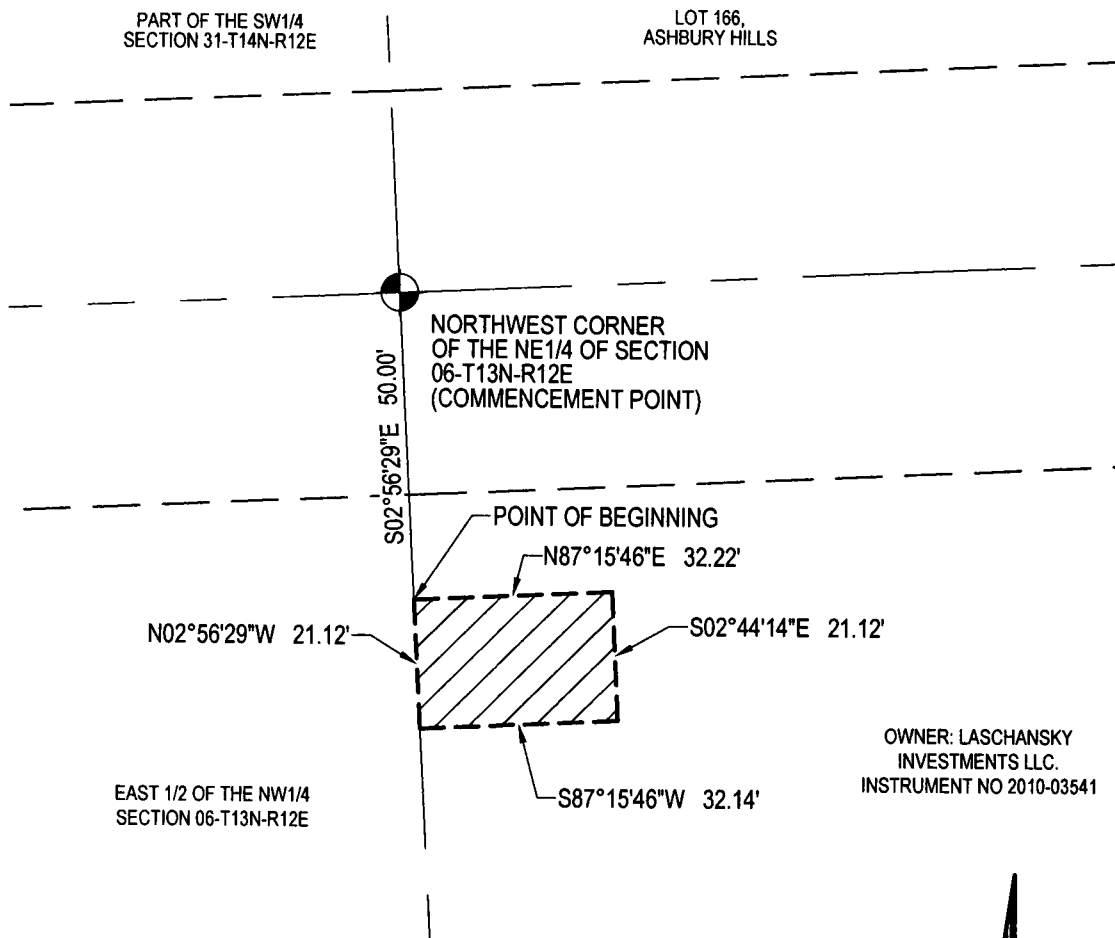
WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)



Dennis L. Bliss
NOTARY PUBLIC

EXHIBIT "A"
TRACT 6C

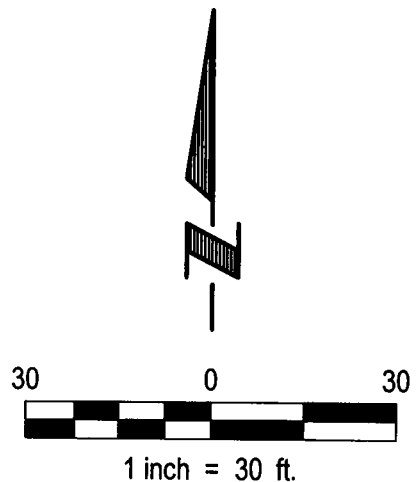


OWNER: LASCHANSKY INVESTMENTS LLC.
INSTRUMENT NO 2010-03541

HATCH LEGEND



PERMANENT DRAINAGE EASEMENT



LEGAL DESCRIPTION-TRACT 6C - PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF TAX LOT 17A, LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 06, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 06; THENCE S02°56'29"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID NE1/4 OF SECTION 06, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N87°15'46"E ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NE1/4 OF SECTION 06, A DISTANCE OF 32.22 FEET; THENCE S02°44'14"E, A DISTANCE OF 21.12 FEET; THENCE S87°15'46"W ALONG A LINE 71.12 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF THE NE1/4 OF SECTION 06, A DISTANCE OF 32.14 FEET TO A POINT ON SAID WESTERLY LINE OF THE NE1/4 OF SECTION 06, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID TAX LOT 17A; THENCE N02°56'29"W A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 680 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599	PERMANENT DRAINAGE EASEMENT SCHRAM ROAD C77 (19-05) TRACT 6C (LASCHANSKY INVESTMENTS LLC.) SARPY COUNTY, NEBRASKA
	Drawn by: RLS Chkd by: _____ Date: 12-10-2019 Job No.: 2017.258.001	