



MISC Inst. # 2017079361, Pg: 1 of 6 Rec Date: 10/03/2017 10:32:42.847

Fee Received: \$40.00 By: MJ

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**PERMANENT SANITARY SEWER  
AND DRAINAGE EASEMENT**

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

**KNOW ALL MEN BY THESE PRESENTS:**

THAT **DEER CREEK RESERVE, 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, and **SANITARY AND IMPROVEMENT DISTRICT NO. 574 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision (hereinafter referred to as the "SID", and collectively with CITY, the "GRANTEE"), 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 GRANTEE, 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 GRANTEE. 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 GRANTEE 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, its successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing,

CITY

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and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE 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 GRANTEE.
- 3) That GRANTEE may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This Permanent Sanitary Sewer and Drainage Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 5) That GRANTEE 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 itself and its successors and assigns does confirm with the said GRANTEE and its assigns, that it, the GRANTOR, is well seized in fee of the above described property and that it has the right to grant and convey this Permanent Sanitary Sewer and Drainage Easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this Permanent Sanitary Sewer and Drainage Easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This Permanent Sanitary Sewer and Drainage Easement runs with the land.
- 7) That said Permanent Sanitary Sewer and Drainage Easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, and trees within the easement area as necessary for construction.
- 8) The GRANTEE reserves the absolute right to terminate this Permanent Sanitary Sewer and Drainage Easement at any time prior to the payment of the above stated consideration, but in no event later than sixty (60) days after the execution of this Permanent Sanitary Sewer and Drainage Easement.
- 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 GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein (if applicable).

**[THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK –  
SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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IN WITNESS WHEREOF, the GRANTOR has hereunto caused this Permanent Sanitary Sewer and Drainage Easement to be signed by its Manager this 29 day of August, 2017.

**DEER CREEK RESERVE, LLC**, a Nebraska  
limited liability company

By: \_\_\_\_\_

*Jana Faller*  
Jana Faller, Manager  
AUTHORIZED OFFICER

### ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF DOUGLAS    )

On this 29 day of August, 2017, before me, a Notary Public in and for said County, personally came Jana Faller, Manager of Deer Creek Reserve, LLC, a Nebraska limited liability company, to me personally known to be the Manager of said company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such Manager and the voluntary act and deed of said company.

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

*Carol Chaffee*  
\_\_\_\_\_  
NOTARY PUBLIC

Notary Seal:



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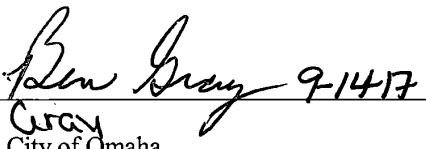
**CITY OF OMAHA, NEBRASKA,**  
a municipal corporation

ATTEST:

BY:

  
Elizabeth Butler,  
City Clerk, City of Omaha

9-14-17

  
**ACTING** Ben Gray  
Mayor, City of Omaha

9-14-17

APPROVED AS TO FORM:

  
ASSISTANT CITY ATTORNEY      25 SEP 17  
DATE

STATE OF NEBRASKA )

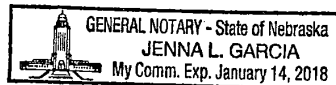
) SS

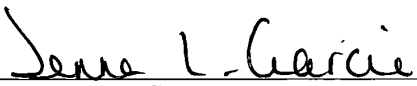
COUNTY OF DOUGLAS )

Ben Gray,

On this 14<sup>th</sup> day of September, 2017, before me, a Notary Public in and for said County, personally came Acting Mayor of the City of Omaha, Nebraska, a municipal corporation, to me personally known to be the Mayor of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her 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 PUBLIC

Notary Seal:

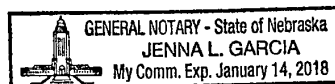
STATE OF NEBRASKA )

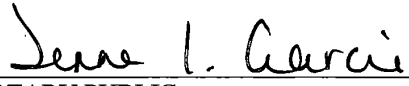
) SS

COUNTY OF DOUGLAS )

On this 14<sup>th</sup> day of September, 2017, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha, Nebraska, a municipal corporation, to me personally known to be the City Clerk of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her 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.



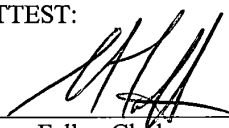
  
NOTARY PUBLIC

Notary Seal:

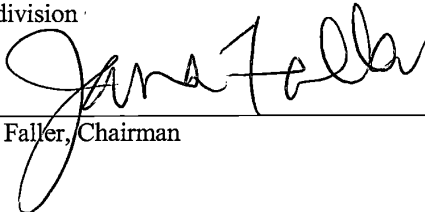
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**SANITARY AND IMPROVEMENT DISTRICT NO. 574  
OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska  
political subdivision

ATTEST:

  
 Steve Faller, Clerk

By:

  
 Jana Faller, Chairman

STATE OF NEBRASKA )

) SS

COUNTY OF DOUGLAS )

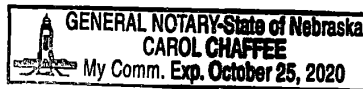
) *Sgt. TP*

On this 23 day of October, 2017, before me, a Notary Public in and for said County, personally came Jana Faller and Steve Faller, Chairman and Clerk, respectively of Sanitary and Improvement District No. 574 of Douglas County, Nebraska, a Nebraska political subdivision, to me personally known to be the persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed in such capacities and the voluntary act and deed of said District.

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


  
 NOTARY PUBLIC

Notary Seal:



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