

**PERMANENT SEWER EASEMENT
 (LIMITED LIABILITY COMPANY)**

When recorded return to: **CITY**
 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 **ELMWOOD TOWNHOMES 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:

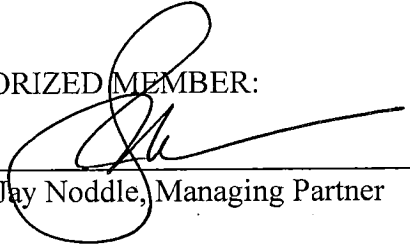
- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by 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.

Permanent Easement
 OPW54342
 Elmwood Townhomes


- 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 16th day of August, 2023

ELMWOOD TOWNHOMES LLC
(Name of Limited Liability Company)

AUTHORIZED MEMBER:


Jay Noddle, Managing Partner

ATTEST:


Paul R. Dietsch, VP

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 16 day of August, 2023, before me, a Notary Public in and for said

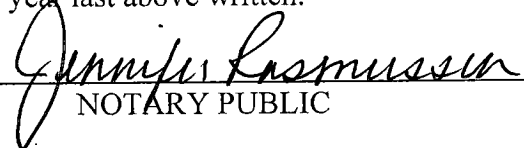
County, personally came Jay Noddle, Managing Partner,
(Name) (Title)

on behalf of Elmwood Townhomes LLC, a Limited Liability Company and
Paul R. Dietsch, VICE PRESIDENT, of said
Limited Liability Company,
(Name) (Title)

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.





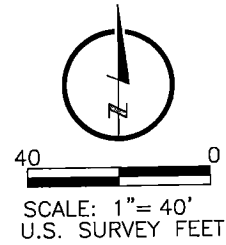
NOTARY PUBLIC

Notary Seal

EASEMENT EXHIBIT

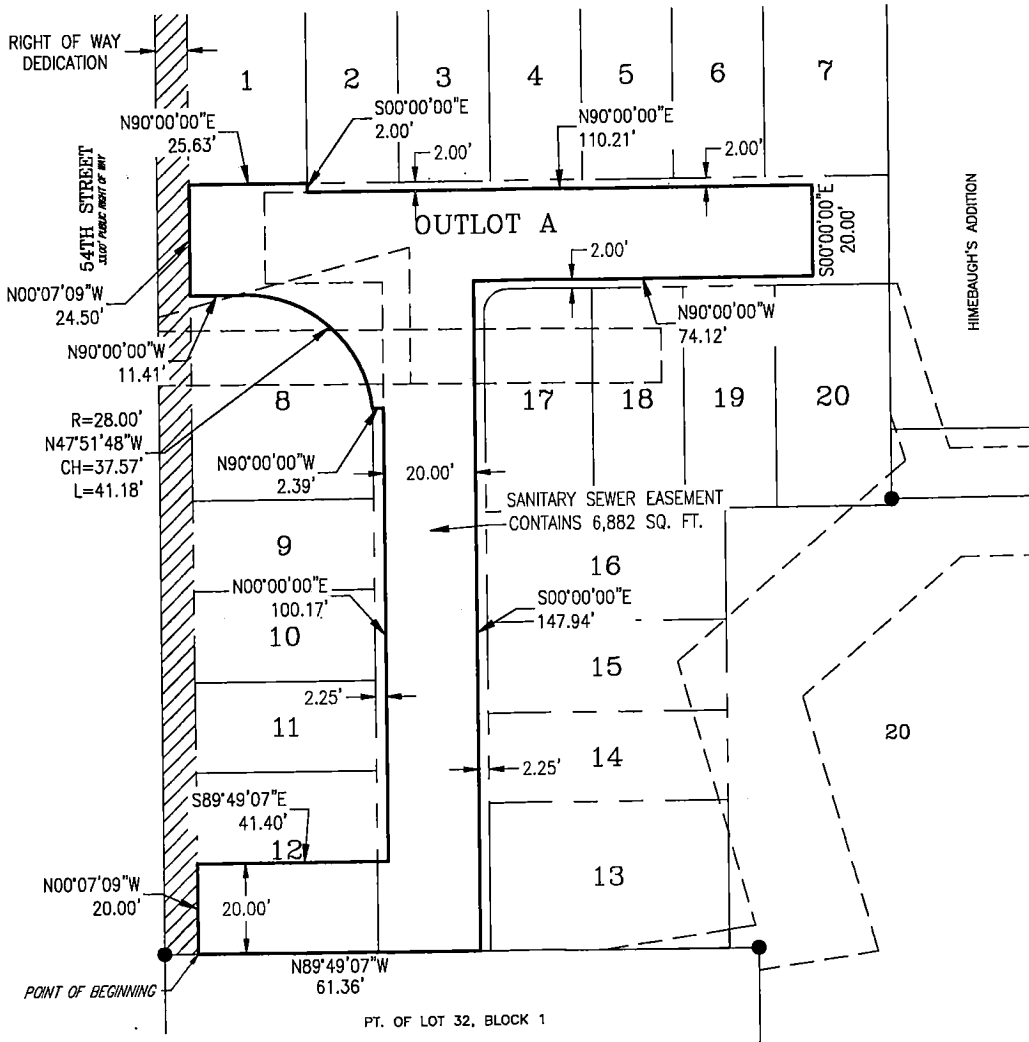
LEGAL DESCRIPTION

SEE SHEET 2



LEGEND

- EASEMENT LINE
- LOT LINE
- EXISTING EASEMENT



SHEET 1 OF 2

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD, STE. 100 (402)498.2458
FORT COLLINS, COLORADO
4715 INNOVATION DR, STE. 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD, STE. 200 (816)351.0440

DESIGNER / DRAFTER

TLW/RER

REVIEWER

TODD L. WHITFIELD

PROJECT NUMBER

0121240.01

DATE

6/21/2023

SURFACE LOCATION

BOOK AND PAGE

EASEMENT EXHIBIT A

L:\Engineering\0121240_Hiddle_54th and Loveworth\SURVEY\DRAWINGS\EXHIBITS\0121240-EXH-02.dwg, 6/21/2023 3:43:07 PM, RACHEL RENNECKER, LAMP RYNEARSON

EASEMENT EXHIBIT


LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF OUTLOT A AND LOT 12, ELMWOOD TOWNHOMES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12;
 THENCE NORTH 00°07'09" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF ELMWOOD TOWNHOMES) FOR 20.00 FEET ON THE WEST LINE OF SAID LOT 12;
 THENCE SOUTH 89°49'07" EAST FOR 41.40 FEET;
 THENCE NORTH 00°00'00" EAST FOR 100.17 FEET;
 THENCE NORTH 90°00'00" WEST FOR 2.39 FEET TO THE WEST LINE OF SAID OUTLOT A;
 THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 28.00 FEET AND A LONG CHORD BEARING NORTH 47°51'48" WEST FOR 37.57 FEET) FOR AN ARC LENGTH OF 41.18 FEET ON SAID WEST LINE;
 THENCE NORTH 90°00'00" WEST FOR 11.41 FEET CONTINUING ON SAID WEST LINE;
 THENCE NORTH 00°07'09" WEST FOR 24.50 FEET CONTINUING ON SAID WEST LINE TO THE NORTHWEST CORNER OF SAID OUTLOT A;
 THENCE NORTH 90°00'00" EAST FOR 25.63 FEET ON THE NORTH LINE OF SAID OUTLOT A;
 THENCE SOUTH 00°00'00" EAST FOR 2.00 FEET;
 THENCE NORTH 90°00'00" EAST FOR 110.21 FEET;
 THENCE SOUTH 00°00'00" EAST FOR 20.00 FEET;
 THENCE NORTH 90°00'00" WEST FOR 74.12 FEET;
 THENCE SOUTH 00°00'00" EAST FOR 147.94 FEET TO THE SOUTH LINE OF SAID OUTLOT A;
 THENCE NORTH 89°49'07" WEST FOR 61.36 FEET TO THE POINT OF BEGINNING.
 CONTAINS 6,882 SQUARE FEET.

SHEET 2 OF 2

L:\Engineering\0121240_Nodds - 54th and Leavenworth\SURVEY\DRAWINGS\EXHIBITS\0121240-EXH-02.dwg 6/21/2023 3:43:43 PM RACHEL RENNECHER LAMP RYNEARSON

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|---|--|---|--------------------------------------|
|  <p>LAMP RYNEARSON</p> <p>LAMPRYNEARSON.COM</p> | <p>OMAHA, NEBRASKA 14710 W. DODGE RD. STE. 100 (402) 496-2499</p> <p>FORT COLLINS, COLORADO 4715 DANCYVATION DR. STE. 100 (970) 228-0342</p> <p>KANSAS CITY, MISSOURI 9001 67 STATE LINE RD. STE. 200 (816) 381-0440</p> | <p>DESIGNER / DRAFTER TLW/RER</p> <p>REVIEWER TODD L. WHITFIELD</p> <p>PROJECT NUMBER 0121240.01</p> <p>DATE 6/21/2023</p> <p>SURFACE LOCATION</p> <p>BOOK AND PAGE</p> | <p>EASEMENT EXHIBIT <i>A</i></p> |
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