



MISC 2005039632



APR 08 2005 14:00 P 3

Released

Received - DIANE L BATTIATO
Register of Deeds, Douglas County, NE
4/8/2005 14:00:31.48



2005039632

PERMANENT OUTFALL AND INTERCEPTOR SANITARY SEWER EASEMENT

THAT CAMDEN GROVE TOWNHOMES, L.L.C., 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 consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 495 of Douglas County, Nebraska, to the City of Omaha, and to Manchester Ridge, L.L.C., and their respective successors and assigns (hereinafter referred to as GRANTEES), a permanent easement for the right to construct, maintain and operate a Permanent Outfall and Interceptor Sanitary Sewer (hereafter "Sewer") within the area that is legally described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto said GRANTEES, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the GRANTEES. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEES to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement area by GRANTOR, his or their successors and assigns without the prior express approval of GRANTEES. GRANTOR may grade or perform embankment work or place fill or fill material in, on, over, or across said easement strip provided prior notice is given to E & A Consulting Group, Inc., who are the engineers for SID 495, and provided any such work or fill does not damage, impair or obstruct the use, operation or maintenance of the Sewer. Improvements which may be approved by GRANTEES include landscaping or road, street or parking area surfacing 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 if a GRANTEE, in exercising its rights of inspecting, maintaining or operating said Sewer, causes damage to GRANTOR'S improvements, then said GRANTEE will repair said damage caused by that GRANTEE. That if GRANTOR causes damage to GRANTEES' Sewer while GRANTOR is grading, performing embankment work, or placing fill or fill material in, on, over, or across the aforementioned easement strip, then said GRANTOR will repair said damage caused to said Sewer.
3. That GRANTEES 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEES and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEES and their successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid,

After recording, please return original to:

WALSH LAW, P.C.
13304 W. Center Rd., Ste. 222
OMAHA, NE 68144-3458

7065

MWC

FEE	15.50	FB	01-60000
BKP	1615-11 LH	C/D	COMP
DEL		SCAN	FV

and that it and its successors and assigns shall warrant and defend this easement to said GRANTEES and their assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEES will 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.

6. That GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES or their agents or employees, except as are set forth herein.

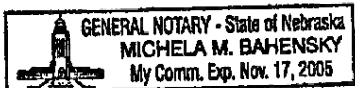
IN WITNESS WHEREOF, GRANTOR has executed this easement this 30 day of March, 2005.

GRANTOR: CAMDEN GROVE TOWNHOMES, L.L.C.

By: *Breack Collingsworth*
It: _____

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by Breack Collingsworth, member of Camden Grove Townhomes, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



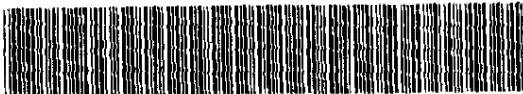
Michela Bahensky
Notary Public

Escrow File No.: 6014298

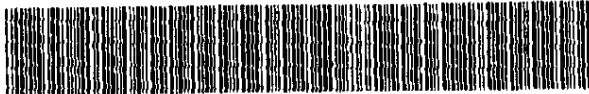
EXHIBIT "A"

A parcel of land situated in the Northwest Quarter (NW1/4) of Section 16, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, being part of Tax Lots One (1) and Three (3), described as follows:

Beginning at the North Quarter (N1/4) Corner of said Section 16; thence along the East line of said Northwest Quarter (NW1/4), South 02 degrees 36 minutes 33 seconds East (Platted Bearing of Briar Hills), 2272.81 feet to a point on the Northerly Right-Of-Way line of the Union Pacific Railroad; thence along said Northerly Right-Of-Way line, North 53 degrees 24 minutes 51 seconds West, 2065.99 feet to a point on the Easterly line of a 18.59 acre tract; thence along said Easterly line, North 03 degrees, 41 minutes 16 seconds East, 1044.93 feet to a point on the Northerly line of said Section 16; thence along said Northerly line, North 87 degrees 56 minutes 36 seconds East, 1531.20 feet to the point of beginning. Said parcel of land subject to Blondo Street 33 foot Right-Of-Way.



MISC 2005133872



OCT 24 2005 13:55 P 5

Return:

Public Works Department
Right-of-Way Section, Suite 604
Omaha/Douglas Civic Center
1819 Fairview St
Omaha, Nebraska 68102

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/24/2005 13:55:39.97



2005133872

RELEASE OF EASEMENT

WHEREAS, the Permanent Outfall and Interceptor Sanitary Sewer Easement recorded as Instrument Number 2005039632 in the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on April 8, 2005, a copy of which is attached hereto marked as Exhibit A and incorporated herein by this reference, had an incorrect legal description.

WHEREAS, the owner of the real property, Camden Grove Townhomes, L.L.C., has requested a release of said easement in order to clear title to its real property and has executed a new Permanent Outfall and Interceptor Sanitary Sewer Easement (with a corrected legal description attached to it) to the City of Omaha, to Sanitary and Improvement District No. 495 of Douglas County, Nebraska, to Manchester Ridge, L.L.C.;

WHEREAS, the undersigned parties, including the Public Works Department of the City of Omaha, have investigated this request and have no objection to the release of the Permanent Outfall and Interceptor Sanitary Sewer Easement recorded as Instrument Number 2005039632 in the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on April 8, 2005, a copy of which is attached hereto marked as Exhibit A; and

WHEREAS, the release of the aforementioned easement will not adversely impact the City Master Plan.

NOW, THEREFORE, IN ACCORD WITH THE PROVISIONS OF SECTION 27-1 OF THE OMAHA MUNICIPAL CODE:

The City of Omaha, Sanitary and Improvement District No. 495 of Douglas County, Nebraska, and Manchester Ridge, L.L.C., hereby release the Permanent Outfall and Interceptor Sanitary Sewer Easement recorded as Instrument Number 2005039632 in the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on April 8, 2005, a copy of which is attached hereto marked as Exhibit A and incorporated herein by this reference.

APPROVED:

Robert J. Hubbe 10.21.05
Public Works Director Date

APPROVED:

[Signature] 10.21.05
Planning Director Date

[Handwritten initials]

MISC
FEE 25.50 FB 01-60000
BKP 16-15-11 C/C COMP
DEL SCAN FV

Sanitary and Improvement District No. 495
of Douglas County, Nebraska

By: [Signature]
Chairman

Attest: [Signature]
Clerk

Manchester Ridge, L.L.C.

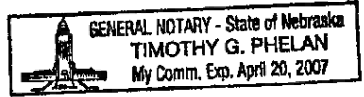
By: [Signature], Managing Member

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of Oct, 2005, by ~~Henry Vierogge~~, Public Works Director, and by Steven N. Jensen, Planning Director, both of the City of Omaha, Nebraska, a municipal corporation of the State of Nebraska, on behalf of the City of Omaha, Nebraska.

* Robert G. Stubbe, P.E.

[Signature: Timothy G. Phelan]
Notary Public



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by Patrick G. Day, Chairman, and Michael J. Kahre, Clerk, of the Sanitary and Improvement District No. 495 of Douglas County, Nebraska, on behalf of Sanitary and Improvement District No. 495 of Douglas County, Nebraska.



[Signature: Daniel D. Walsh]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by Patrick G. Day, Managing Member of Manchester Ridge, L.L.C., a Nebraska limited liability company, on behalf of the company.



[Signature: Daniel D. Walsh]
Notary Public

Exhibit A

PERMANENT OUTFALL AND INTERCEPTOR SANITARY SEWER EASEMENT

THAT CAMDEN GROVE TOWNHOMES, L.L.C., 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 consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 495 of Douglas County, Nebraska, to the City of Omaha, and to Manchester Ridge, L.L.C., and their respective successors and assigns (hereinafter referred to as GRANTEES), a permanent easement for the right to construct, maintain and operate a Permanent Outfall and Interceptor Sanitary Sewer (hereafter "Sewer") within the area that is legally described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto said GRANTEES, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the GRANTEES. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEES to use the same for the purposes herein expressed. It is further agreed as follows:

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After recording, please return original to:

WALSH LAW, P.C.
13304 W. Center Rd., Ste. 222
OMAHA, NE 68144-3456

1/7065

MWC

<i>3</i>	FEE <i>15.50</i>	FB <i>01-60000</i>
<i>1</i>	<i>6-15-11</i>	<i>UH</i>
	BRP	C/O
	DEL	COMP
	<i>135</i>	SCANN
		PI

[Handwritten signatures and initials over the form]

and that it and its successors and assigns shall warrant and defend this easement to said GRANTEES and their assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEES will 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.

6. That GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 30 day of March, 2005.

GRANTOR: CAMDEN GROVE TOWNHOMES, L.L.C.

By: Brecca C Collingsworth
It: _____

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by Brecca Collingsworth, member of Camden Grove Townhomes, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



Michela Bahensky
Notary Public

EXHIBIT "A"

NW
SW
SE
NE

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