



BK 1509 PG 392-397



MISC 2003 13183

THOMAS H. FARESE
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**PERMANENT SEWER EASEMENT
DONATION
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

THAT BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing the sanitary sewer, on the property described below; does hereby donate, 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, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewer, drainage structure, and/or drainage way 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 are hereby approved by CITY include landscaping, (except for trees), road and/or street surfaces, parking area surfacing, and/or pavement, driveways, parking facilities, sidewalks, curbs and similar improvements (exclusive of buildings) on, over and across the easement strip consistent with the rights granted to CITY hereunder. These improvements and any landscaping, 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, not including landscaping, 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) 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.
- 4) 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. CITY agrees to bury the appurtenances to a sufficient depth to prevent interference with the surface of the ground. CITY shall at all times comply with any and all federal, state and local laws, rules, regulations and ordinances affecting or related to the appurtenances and shall exercise due care and diligence to avoid injury or damage to any person or to any improvements or personal property of GRANTOR, its successors or assigns. In addition, CITY does hereby covenant and agree to indemnify and hold harmless GRANTOR, its successors and assigns, from any damage or loss arising or occurring as a result of the permanent sewer easement including damage to persons or property;

provided however, that CITY shall have no liability to the extent of negligence or other fault of GRANTOR, its successors, assigns, invites, or trespassers, unless damage is caused by GRANTOR's placement of any improvement within the easement strip in violation of this certificate.

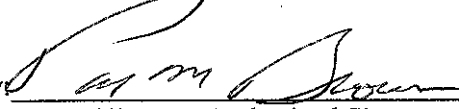
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and 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.
- 6) 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. The permanent sewer easement shall be non-exclusive, and GRANTOR may hereafter grant additional easements across the permanent sewer easement, provided that such easements and the rights of the holders thereof shall be subject and subordinate to the permanent sewer easement and no such easement or easement holder shall interfere with the operation of the appurtenances by the CITY or its permanent sewer easement rights, unless CITY consents to such easement in writing.
- 7) 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.
- 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 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):

This Permanent Sewer Easement Donation (Corporation) ("Easement") and any exhibits attached hereto set forth the entire agreement between GRANTOR, the City of Omaha and S.I.D. No. 448 as to the easement area (the "Easement Area") delineated as "Permanent 30' Wide Sanitary Sewer Easement Granted to S.I.D. No. 448 and the City of Omaha" on that certain Plat of Village Pointe (Lots 1 thru 12 inclusive and Outlots "A" & "B"). The terms and conditions set forth in this Easement govern the rights of the parties as to the Easement Area.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed)
(the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this
8th day of April, 2003.

47-0846234
(Federal I.D. No.)

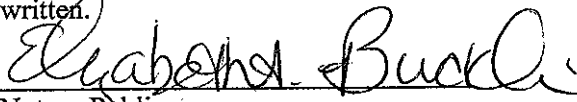
BROWN INVESTMENT PARTNERSHIP, LTD.,
a Nebraska limited partnership

By: 
Paul Brown, Authorized Signatory

STATE OF Nebraska
COUNTY OF Douglas) ss.

Now on this 8th day of April, 2003, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul Brown, Authorized Signatory of BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited partnership, and who duly acknowledged the execution of the same to be the act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

My Commission Expires: 3-9-2006



EXHIBIT A

**LEGAL DESCRIPTION
30-FOOT WIDE SANITARY SEWER EASEMENT
OWNER: BROWN INVESTMENT PARTNERSHIP, LTD.
SPECIAL WARRANTY DEED
BOOK 2200, PAGE 319-320**

A 30-foot wide sanitary sewer easement located in the NE 1/4 of Section 21, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NE 1/4 of Section 21; thence S87°31'32"W (assumed bearing) along the North line of said NE 1/4 of Section 21, a distance of 1201.57 feet; thence S02°28'28"E, a distance of 482.74 feet to the point of beginning; thence Southerly on a curve to the right with a radius of 220.00 feet, a distance of 16.89 feet, said curve having a long chord which bears S01°47'57"E, a distance of 16.89 feet; thence S00°24'02"W, a distance of 13.13 feet; thence N89°32'37"W, a distance of 326.38 feet; thence N43°33'35"W, a distance of 197.86 feet; thence N89°32'37"W, a distance of 339.81 feet; thence S61°50'21"W, a distance of 255.70 feet; thence S00°34'02"W, a distance of 92.65 feet; thence N89°32'37"W, a distance of 30.00 feet; thence N00°34'02"E, a distance of 110.47 feet; thence N61°50'21"E, a distance of 281.12 feet; thence S89°32'37"E, a distance of 360.19 feet; thence S43°33'35"E, a distance of 197.86 feet; thence S89°32'37"E, a distance of 312.97 feet to the point of beginning.

Said tract of land contains an area of 37,131 square feet or 0.852 acres, more or less.

#2001221.01 sw
4/7/03

E & A CONSULTING GROUP, INC.
12001 "Q" STREET
OMAHA NE 68137

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