



MISC 2006033957



MAR 28 2006 10:21 P 4

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PERMANENT SANITARY SEWER EASEMENT

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
3/28/2006 10:21:51.77



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KNOW ALL MEN BY THESE PRESENTS:

THAT The Venticher Limited Liability Company, a Nebraska limited liability company, and KVT No. 2 Limited Partnership, a Nebraska limited partnership (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 449 of Douglas County, Nebraska (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 inspecting, maintaining or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement 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 building, improvements, or other structures, shall be placed in, on over, or across said easement by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including 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 sanitary sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer.

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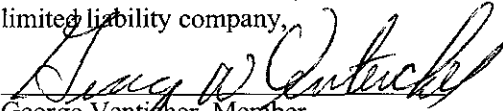
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4. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

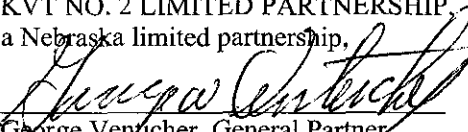
5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF said Grantor hereunto set its hand this 27 day of March, 2006

GRANTOR:  
THE VENTICHER LIMITED  
LIABILITY COMPANY, a Nebraska  
limited liability company,

  
George Venticher, Member


KVT NO. 2 LIMITED PARTNERSHIP,  
a Nebraska limited partnership,

  
George Venticher, General Partner

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

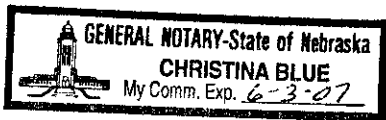
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2006 by George Venticher, member on behalf of The Venticher Limited Liability Company, a Nebraska limited liability company.



  
Notary Public

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 200    
by George Venticher, General Partner KVT No. 2 Limited Partnership, a Nebraska limited partner on  
behalf of the partnership



Christina Blue  
Notary Public

