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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

City 4

CHECK NUMBER

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**PERMANENT SEWER EASEMENT  
Limited Partnership**

*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 BHRHUD, LP, a Nebraska Limited Partnership, 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 are approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement, air conditioning and condenser units with pads, underground water service and irrigation lines, water post-indicator valve, underground electrical & tele-communication

lines and electrical transformers with pads. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns. All costs associated the relocation of said improvements, whether it be temporary or permanently, shall be the responsibility of the GRANTOR. GRANTOR shall indemnify, hold harmless and defend CITY from and against all damages, losses, claims, demands, causes of action, liens, expenses, and other liabilities to the extent arising out of the CITY'S use of the easement area.

- 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 air conditioning and condenser units with pads, underground electrical & tele-communication lines and electrical transformers with pads, 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.
- 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.
- 7) 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 10 day of MAY, 2017.

«Owner»  
BHRHUD, LP

AUTHORIZED MEMBER:  
Neera Agarwal, Authorized Representative

ATTEST:  
Chris Willet, P.E.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 10 day of MAY, 2017, before me, a Notary Public in and for said County, personally came Neera Agarwal, Authorized Representative, on behalf of BHRHUD, LP, a Limited Partnership, to me personally known to be the respective member(s) of said Limited ~~Liability Company~~ <sup>Partnership (LP)</sup> 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~~ <sup>Partnership (LP)</sup>.

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




Notary Seal


Sandra V Ciriaco  
NOTARY PUBLIC

**Imprinted Seal**

**CITY OF OMAHA, a Municipal Corporation**

ATTEST:

  
Elizabeth Butler  
City Clerk, City of Omaha

5/19/2017 By  5/19/2017  
Jean Stothert,  
Mayor, City of Omaha

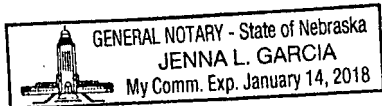
APPROVED AS TO FORM:

 5/19/2017  
ASSISTANT CITY ATTORNEY

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

On this 19<sup>th</sup> day of May, 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 respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective 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 Seal:



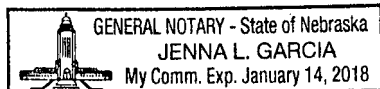
  
NOTARY PUBLIC

STATE OF NEBRASKA )  
) SS  
COUNTY OF DOUGLAS )

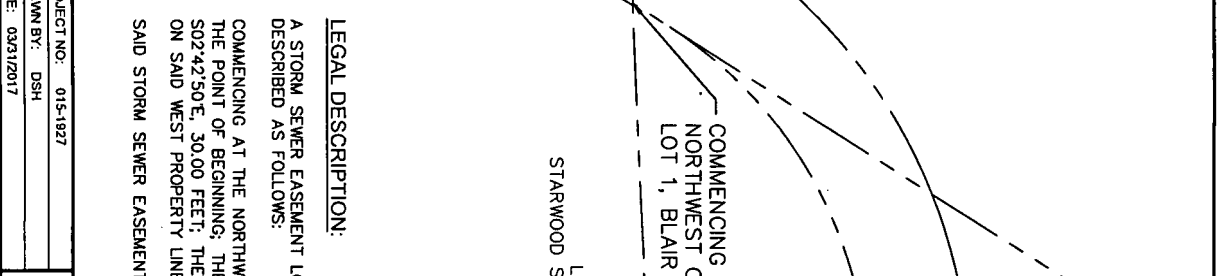
On this 19<sup>th</sup> day of May, 2017, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective 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 Seal:



  
NOTARY PUBLIC



**LEGAL DESCRIPTION:**

A STORM SEWER EASEMENT LOCATED IN LOT 1, BLAIR COMMONS, A SUBDIVISION, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST PROPERTY LINE OF SAID LOT 1, ON AN ASSUMED BEARING OF S0227°35'E, 848.44 FEET TO THE POINT OF BEGINNING; THENCE N7513°02'E, 24.81 FEET; THENCE N8717°10'E, 92.68 FEET; THENCE N02°42'50"W, 4.00 FEET; THENCE N8717°10'E, 34.00 FEET; THENCE S02°42'50'E, 30.00 FEET; THENCE S8717°10'W, 34.00 FEET; THENCE N02°42'50"W, 4.00 FEET; THENCE S8717°10'W, 90.35 FEET; THENCE S7513°02'W, 27.29 FEET TO A POINT ON SAID WEST PROPERTY LINE; THENCE ON SAID WEST PROPERTY LINE N0227°35'W, 22.52 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,606.45 SQ. FT. OR 0.891 ACRES MORE OR LESS.



**STORM SEWER EASEMENT BLAIR COMMONS**

**MOJOLSSON ASSOCIATES**  
 3111 South 57th Street, Suite 200  
 Omaha, NE 68106  
 TEL: 402.341.1118  
 FAX: 402.341.2885

EXHIBIT **A**