



MISC 2006132835



NOV 21 2006 14:25 P 3

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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/21/2006 14:25:18.27

**PERMANENT SANITARY SEWER EASEMENT**



2006132835

KNOW ALL MEN BY THESE PRESENTS:

THAT BHD, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY (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. 528 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

RETURN TO:

**FULLENKAMP, DOYLE & JOBEUN**  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: \_\_\_\_\_

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3  
35084

FEE	15.92	FB	01-60000
BKP	22-16-11	C/O	COMP
DEL		SCAN	FV

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.

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 31<sup>st</sup> day of October, 2006.

GRANTOR:  
BHD, L.L.C., A NEBRASKA LIMITED  
LIABILITY COMPANY

By: Barbara Shaw  
Its: Manager

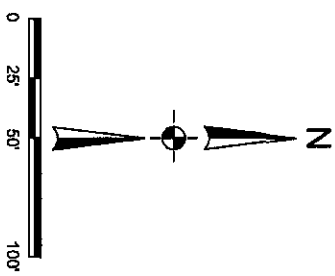
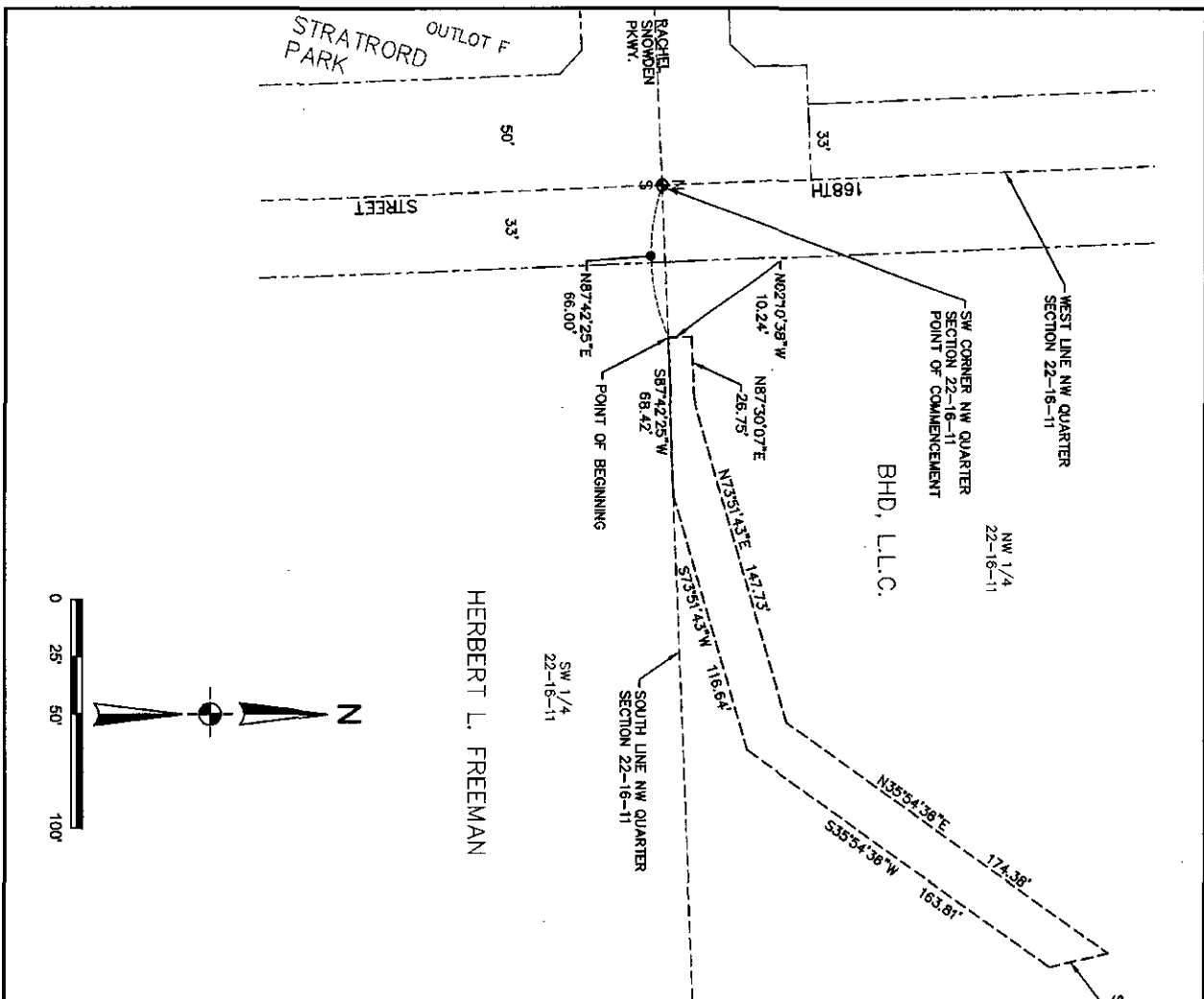
STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2006 by Barbara Shaw, Member on behalf of BHD, L.L.C., a Nebraska limited liability company. MANAGER (BSW)

Jan L McDonald  
Notary Public



1:2500 Scale  
 1/8" = 100'  
 1/4" = 200'  
 1/2" = 400'  
 3/4" = 600'  
 1" = 800'



**LEGAL DESCRIPTION—PERMANENT SANITARY SEWER EASEMENT**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, N87°42'25"E (ASSUMED BEARING) 66.00 FEET TO THE POINT OF BEGINNING; THENCE N02°10'38"W, 10.24 FEET; THENCE N87°30'07"E, 26.75 FEET; THENCE N73°51'43"E, 147.73 FEET; THENCE N35°54'36"E, 174.38 FEET; THENCE S12°59'34"E, 26.54 FEET; THENCE S35°54'36"W, 163.81 FEET; THENCE S73°51'43"W, 116.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE ALONG SAID SOUTH LINE, S87°42'25"W, 68.42 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS AN AREA OF 0.15 ACRES (6,916 SQUARE FEET), MORE OR LESS.

PROJECT NO:	001-621-05
DATE:	OCTOBER 2008
DESIGNED BY:	AVW
DRAWN BY:	DUR
CHECKED BY:	RLD
SHEET NO.:	1/1

**PERMANENT SANITARY SEWER EASEMENT**  
**EXHIBIT "A"**

**STRATFORD PARK**  
**OUTFALL SEWER**  
 DOUGLAS COUNTY, NEBRASKA



**ENGINEERING, INC.**  
 1120 N. 10TH STREET, SUITE 100  
 OMAHA, NEBRASKA 68104  
 402.200.4336 (PH) • 402.200.4432 (FAX)