




MISC 2007009922



JAN 26 2007 10:21 P 4

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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(SWNE  
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EACM

**PERMANENT SEWER AND DRAINAGE EASEMENT  
(LIMITED LIABILITY CORPORATION)**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT *AVG-CFM 204Q, L.L.C.* hereinafter referred to as GRANTOR, for and in consideration of the sum of \$2.00 for the Permanent Easement on the property described below; does hereby grant and convey unto *Sanitary and Improvement District Number 524 of Douglas County, Nebraska*, hereinafter referred to as S&ID, and 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 sewers (either for storm or sanitary purposes), drainage structures, 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 S&ID, its successors and assigns, and the CITY together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures, and/or drainage way at the will of the S&ID and or CITY. The GRANTOR may, following construction of said sewers, drainage structures, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the S&ID and 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 may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That the S&ID or 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, 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 S&ID and CITY and any of said construction and work.
- 4) That the S&ID or 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 S&ID and CITY and their 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 S&ID or 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 S&ID or 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) The S&ID or 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 S&ID or CITY or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the S&ID or CITY or their agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto caused these presents to be signed by its respective officers this

24<sup>th</sup> day of January, 20 07.

AVG-CEM 2040, L.L.C.  
(Name of Limited Liability Corporation)

AUTHORIZED OFFICER:

ATTEST:

Joe F. Carter  
(Name and Title)  
Managing member

[Signature], MEMBER  
(Name and Title)

#### CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

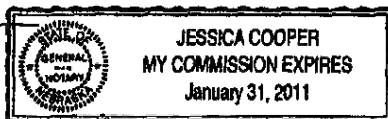
On this 24th day of January, 20 07, before me, a Notary Public in and for said County, personally came Joseph F. Carter

Managing Member, of AVG-CEM 2040, L.L.C.  
(Name)  
(Title) (Name of Limited Liability Corporation)  
a California Limited Liability company, and, John Montjoy, of said Limited  
(Name)

Liability Corporation, to me personally known to be the respective officers of said Limited Liability Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Limited Liability Corporation.

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

Jessica Cooper  
Notary Seal



NOTARY PUBLIC

S1/4 AND SE1/4 OF THE NE1/4 OF SEC. 12

## EXHIBIT "A"

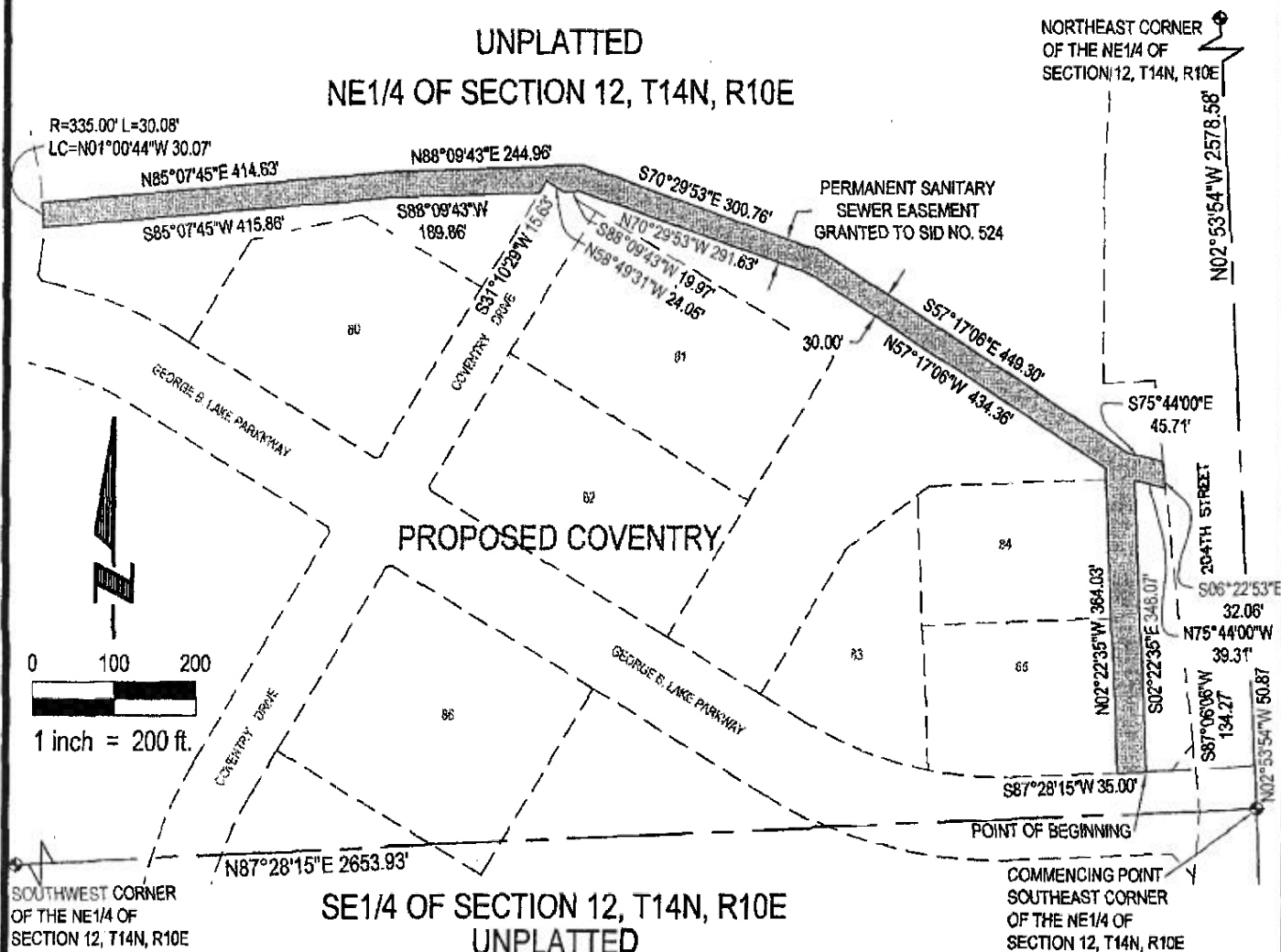
## LEGAL DESCRIPTION

## PERMANENT SANITARY SEWER EASEMENT GRANTED TO SID NO. 524

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE1/4 OF SECTION 12; THENCE N02°53'54"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NE1/4 OF SECTION 12, A DISTANCE OF 50.87 FEET; THENCE S87°06'06"W, A DISTANCE OF 134.27 FEET TO THE POINT OF BEGINNING; THENCE S87°28'15"W, A DISTANCE OF 35.00 FEET; THENCE N02°22'35"W, A DISTANCE OF 364.03 FEET; THENCE N57°17'06"W, A DISTANCE OF 434.36 FEET; THENCE N70°29'53"W, A DISTANCE OF 291.63 FEET; THENCE S88°09'43"W, A DISTANCE OF 19.97 FEET; THENCE N58°49'31"W, A DISTANCE OF 24.05 FEET; THENCE S31°10'29"W, A DISTANCE OF 15.63 FEET; THENCE S88°09'43"W, A DISTANCE OF 189.86 FEET; THENCE S85°07'45"W, A DISTANCE OF 415.86 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET, A DISTANCE OF 30.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N01°00'44"W, A DISTANCE OF 30.07 FEET; THENCE N85°07'45"E, A DISTANCE OF 414.63 FEET; THENCE N88°09'43"E, A DISTANCE OF 244.96 FEET; THENCE S70°29'53"E, A DISTANCE OF 300.76 FEET; THENCE S57°17'06"E, A DISTANCE OF 449.30 FEET; THENCE S75°44'00"E, A DISTANCE OF 45.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET; THENCE S06°22'53"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET, A DISTANCE OF 32.06 FEET; THENCE N75°44'00"W, A DISTANCE OF 39.31 FEET; THENCE S02°22'35"E, A DISTANCE OF 348.07 FEET TO THE POINT OF BEGINNING

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 55,918 SQUARE FEET OR 1.284 ACRES, MORE OR LESS.



**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES  
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

Drawn by: JHVD Chkd by: \_\_\_\_\_ Chkd by: \_\_\_\_\_  
Job No.: P2004.277.001 Revised: 01-10-07 Date: 11/16/06 Sheet No.: 1 of 1

**PERMANENT SANITARY SEWER  
EASEMENT**

PART OF THE NE1/4 OF SECTION 12, T14N, R10E  
DOUGLAS COUNTY, NEBRASKA