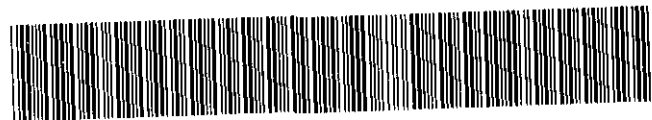


MISC 2004167312

FEE 37.50 FB _____
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN _____ TV _____

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DEC 28 2004 13:40 P 7

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 12/28/2004 13:40:25.57



2004167312

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Village West LLC**, a Nebraska limited liability company, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other valuable consideration, the receipt of which is hereby acknowledged, 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, and **Sanitary and Improvement District No. 483 of Douglas County, Nebraska, a Nebraska political subdivision**, hereinafter referred to as SID, a permanent non-exclusive underground easement agreement 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 EXHIBITS A, B, C, D and E ATTACHED HERETO PERMANENT EASEMENTS LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID 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 CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY and SID 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, its successors and assigns without express approval of the CITY. Improvements which are pre-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, its successors or assigns.
- 2) That CITY or SID 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 CITY and SID and any of said construction and work.
- 4) That CITY or SID 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.

T0011

- 5) That said GRANTOR, for itself and its successors and assigns, does or do confirm with the said CITY and SID and their assigns, that it, the GRANTOR is or are well seized in fee of the above-described property and that it has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this permanent easement to said CITY or SID 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 or SID 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 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 sixty (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; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or SID or their agents or employees, except as are set forth herein (if applicable): **None.**

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand or hands this 27th day of December, 2004.

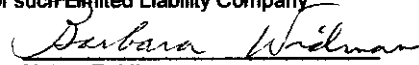
Village West LLC, a Nebraska limited liability company,

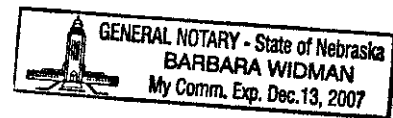
By: 

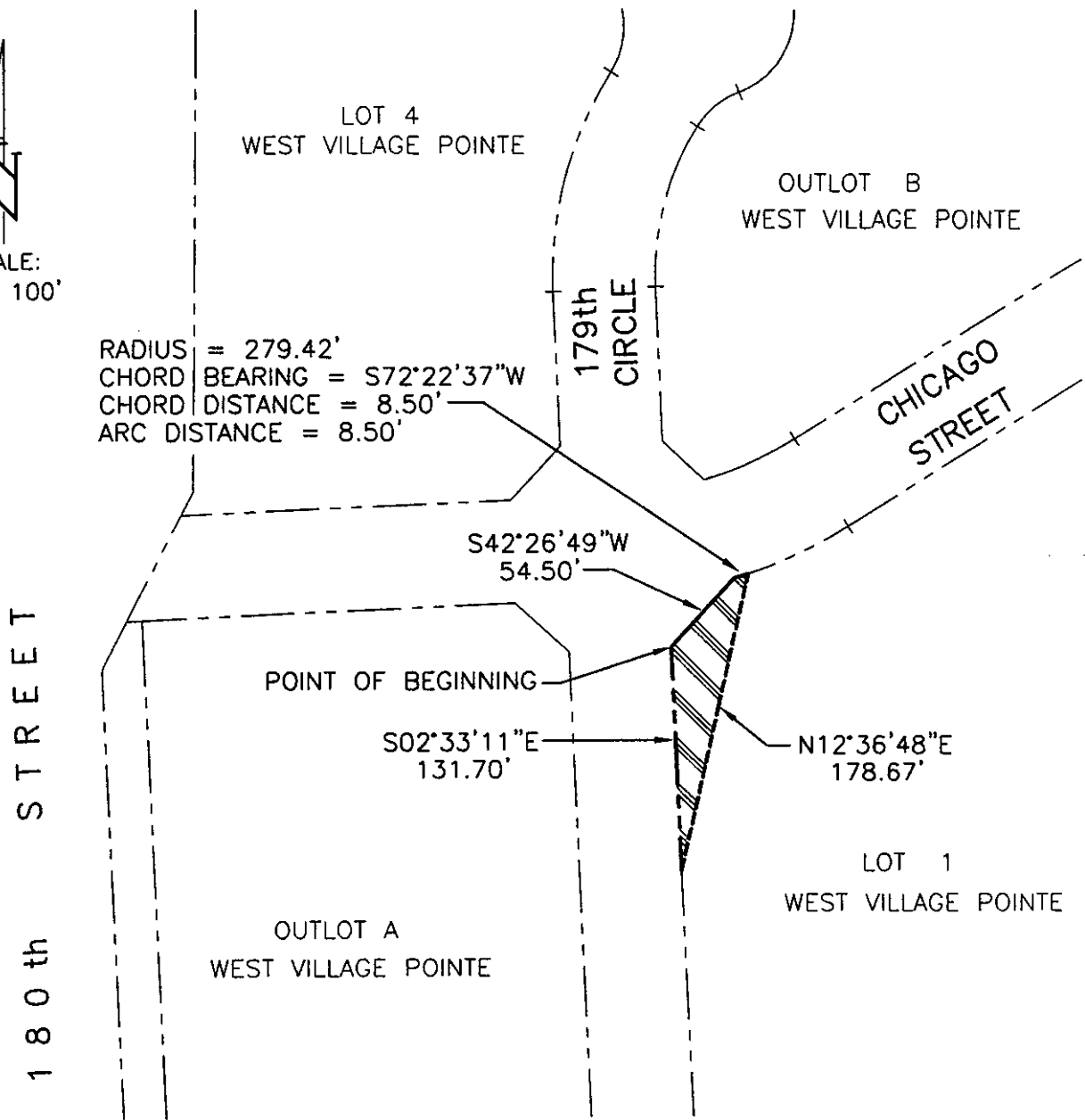
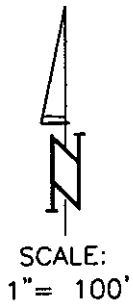
 Salvadore Carta, Member

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of December, 2004 by Salvadore Carta, Member of Village West LLC, a Nebraska Limited Liability Company, on behalf of such Limited Liability Company


 Notary Public



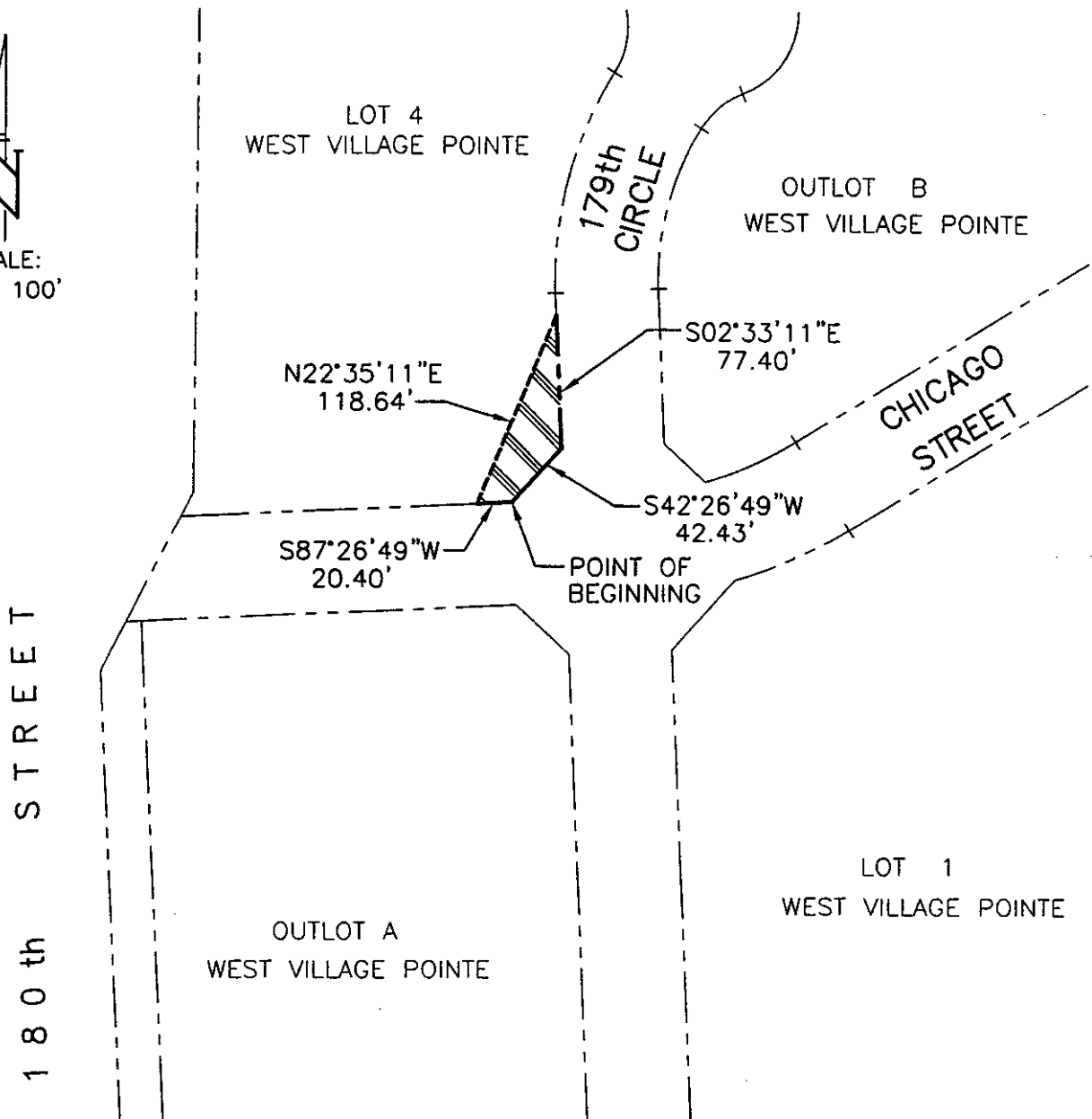
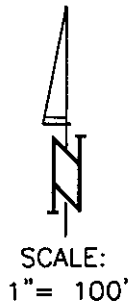


LEGAL DESCRIPTION

THAT PART OF LOT 1, WEST VILLAGE POINTE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 1; THENCE S02°33'11"E (ASSUMED BEARING) 131.70 FEET ON THE WEST LINE OF SAID LOT 1; THENCE N12°36'48"E 178.67 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 1 ON A 279.42 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S72°22'37"W, CHORD DISTANCE 8.50 FEET, AN ARC DISTANCE OF 8.50 FEET; THENCE S42°26'49"W 54.50 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

EXHIBIT "A"

THE LERNER COMPANY TD2 FILE NO.: 738-134-E3 DATE: JANUARY 7, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 4, WEST VILLAGE POINTE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 4; THENCE S87°26'49"W (ASSUMED BEARING) 20.40 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE N22°35'11"E 118.64 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S02°33'11"E 77.40 FEET ON THE EAST LINE OF SAID LOT 4; THENCE S42°26'49"W 42.43 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

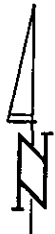
EXHIBIT "B"

THE LERNER COMPANY

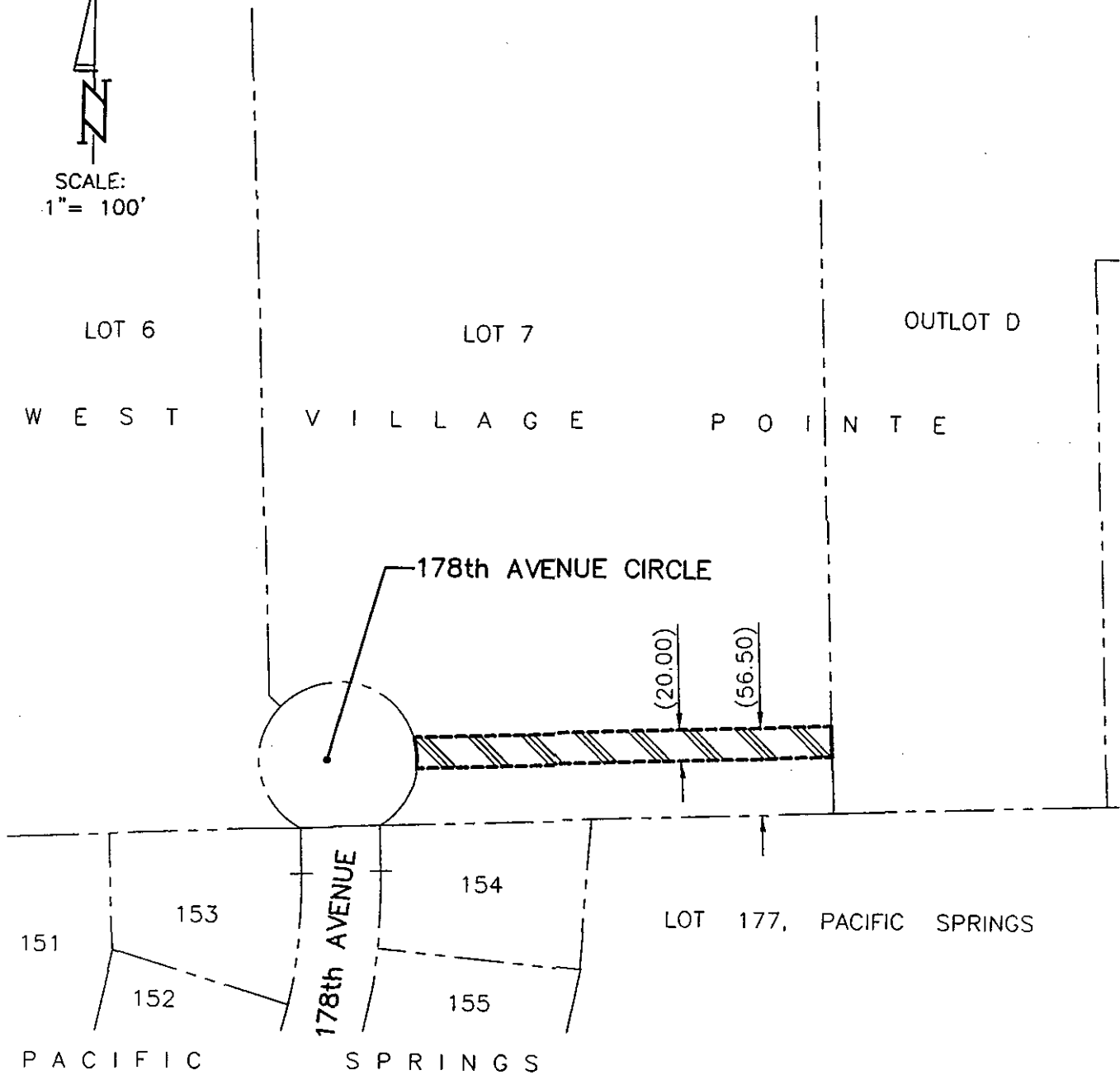
TD2 FILE NO.: 738-134-E4

DATE: JANUARY 7, 2004

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SCALE:
1" = 100'

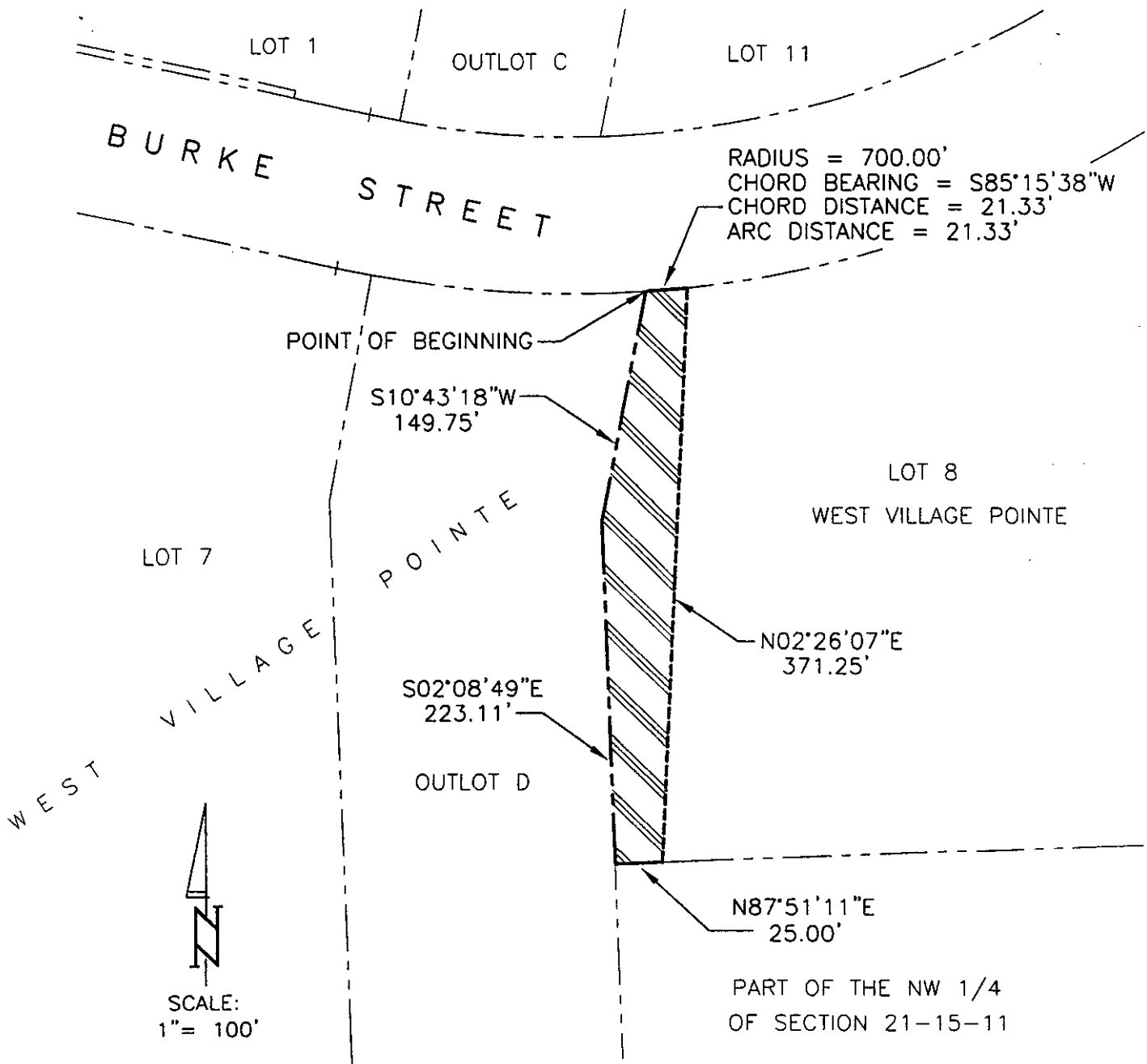


LEGAL DESCRIPTION

THE NORTH 20.00' IN WIDTH OF THE SOUTH 56.50 FEET IN WIDTH OF LOT 7,
WEST VILLAGE POINTE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "C"

THE LERNER COMPANY TD2 FILE NO.: 738-134-E1 DATE: JANUARY 7, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

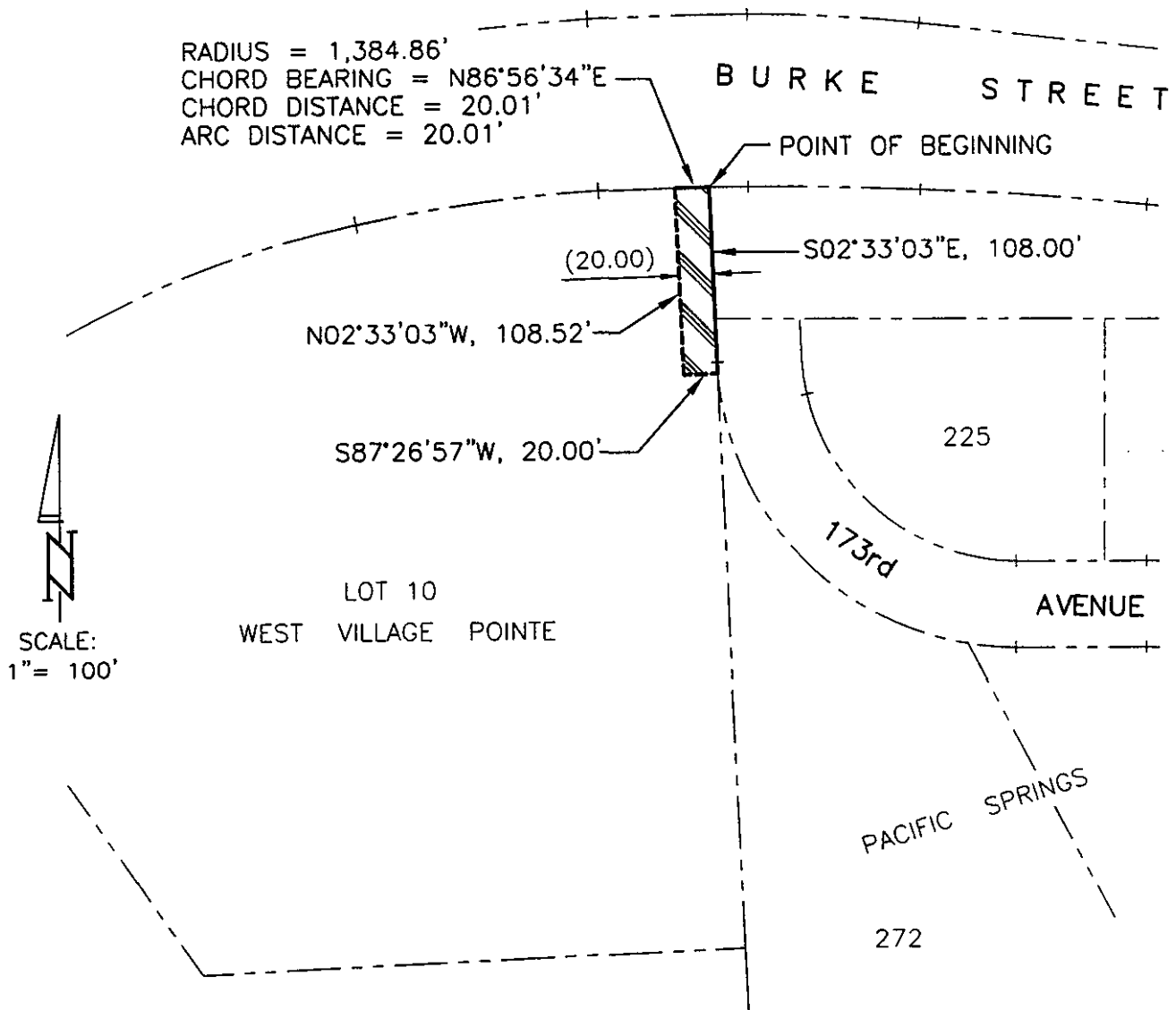


LEGAL DESCRIPTION

THAT PART OF LOT 8, WEST VILLAGE POINT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE S10°43'18"W (ASSUMED BEARING) 149.75 FEET ON THE WEST LINE OF SAID LOT 8; THENCE S02°08'49"E 223.11 FEET ON THE WEST LINE OF SAID LOT 8 TO THE SOUTHWEST CORNER THEREOF; THENCE N87°51'11"E 25.00 FEET ON THE SOUTH LINE OF SAID LOT 8; THENCE N02°26'07"E 371.25 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID LOT 8 ON A 700.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S85°15'38"W, CHORD DISTANCE 21.33 FEET, AN ARC DISTANCE OF 21.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

S.I.D. NO. 483
 DOUGLAS COUNTY, NEBRASKA. TD2 FILE NO.: 1308-101-E1 DATE: MARCH 5, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 10, WEST VILLAGE POINTE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 10; THENCE S02°33'03"E (ASSUMED BEARING) 108.00 FEET ON THE EAST LINE OF SAID LOT 10; THENCE S87°26'57"W 20.00 FEET; THENCE N02°33'03"W 108.52 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 10 ON A 1384.86 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N88°56'34"E, CHORD DISTANCE 20.00 FEET, AN ARC DISTANCE OF 20.01 FEET ON THE NORTH LINE OF SAID LOT 10 TO THE POINT OF BEGINNING.

EXHIBIT "E"

THE LERNER COMPANY TD2 FILE NO.: 738-134-E6 DATE: JANUARY 7, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860