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RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



1230 439 MISC



15088 97 439-442

Project No. \_\_\_\_\_

Tract No. \_\_\_\_\_

Address: N/A

PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 420 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to construct, maintain and operate storm sewers and drainage and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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 grading, fill or fill material, embankment work, buildings, improvements, or other structures, 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 may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair, or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

RETURN:

Brown & Wolf  
9200 Underwood Ave  
Omaha, NE 68134

150 FF

A FEE 20.20 FB 01-60000

BKP 16-15-11 C/O \_\_\_\_\_ COMP MB

DEL \_\_\_\_\_ SCAN dc FV \_\_\_\_\_

CP

4. That the 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction work.

5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, 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 and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

6. That said 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, trees within the easement area as necessary for construction.

7. The CITY reserves the absolute right to terminate this 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, 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 promises, inducements or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 25th day of November, 1997.

BRIAR HILLS DEVELOPMENT, L.L.P. , a Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability company, Partner

By: M.M. Udes  
M.M. Udes, Manager

By: NEW MILLENNIUM, L.L.P., a Nebraska limited liability partnership, Partner

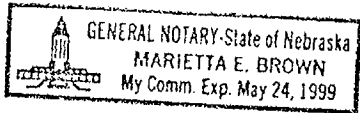
By: K. Irish  
Kevin Irish, Partner

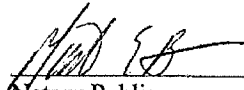
By: Herbert Freeman  
Herbert Freeman, Partner

STATE OF NEBRASKA        )  
                                      ) ss.  
COUNTY OF DOUGLAS     )

On this 24th day of Novemb, 1997, before me, the undersigned, Notary Public in and for said County, personally came M.M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, to me personally known to be the Manager of the company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Manager, and the voluntary act and deed of the company.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



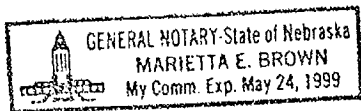
  
\_\_\_\_\_  
Notary Public

My Commission expires: 5-24-99

STATE OF NEBRASKA        )  
                                      ) ss.  
COUNTY OF DOUGLAS     )

On this 25th day of Novemb, 1997, before me, the undersigned, Notary Public in and for said County, personally came Kevin Irish and Herbert Freeman, Partners of NEW MILLENNIUM, L.L.P., a Nebraska limited liability partnership, to me personally known to be the Partners of the partnership, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such Partners, and the voluntary act and deed of the partnership.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



  
\_\_\_\_\_  
Notary Public

My Commission expires: 5-24-99

LEGAL DESCRIPTION-PERMANENT SEWER AND DRAINAGE EASEMENT

A TRACT OF LAND LOCATED IN THE NE 1/4 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 16, S87°52'08"W (ASSUMED BEARING), 1322.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE, S87°52'08"W, 386.10 FEET; THENCE N02°07'52"W, 56.25 FEET; THENCE S89°14'14"W, 225.85 FEET; THENCE N19°19'55"E, 27.24 FEET; THENCE N77°00'34"W, 18.57 FEET; THENCE N89°14'14"E, 337.54 FEET; THENCE S26°54'57"E, 52.63 FEET; THENCE N87°52'08"E, 262.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 375.00 FEET AND A CHORD BEARING S00°37'25"W, 36.04 FEET, AN ARC DISTANCE OF 36.06 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 0.60 ACRE (26,175 SQ. FT.), MORE OR LESS. SW NE

