



BK 1397 PG 202-205



MISC 2001 13698

RICHARD H. TARECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 AUG 29 PM 12:44

RECEIVED

PERMANENT 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 to its successors and assigns, hereinafter referred to as CITY, an easement for the right to construct and maintain drainage, in and through 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, and maintaining said drainage area.

Ret: Brown & Wolf.
1925 N. 120th st
Omaha, NE
68154

10534

MISC ^b

4	FEE	2.50	FB	
3	BKP		C/O	COMP
	DEL		SCAN	OK FV

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 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 and maintaining said drainageway except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

4. That the CITY shall cause any trench made on said easement strip to be properly refilled or shaped 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 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 29th day of August, 2001.

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

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

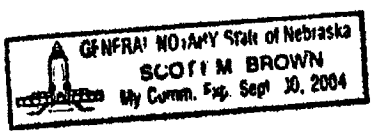
By: Maurice M. Udes
Maurice M. Udes, Manager

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

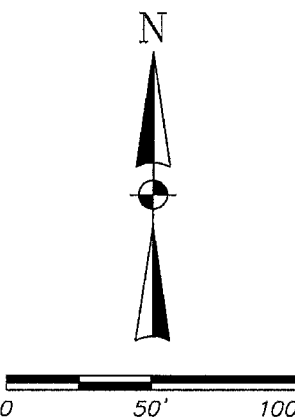
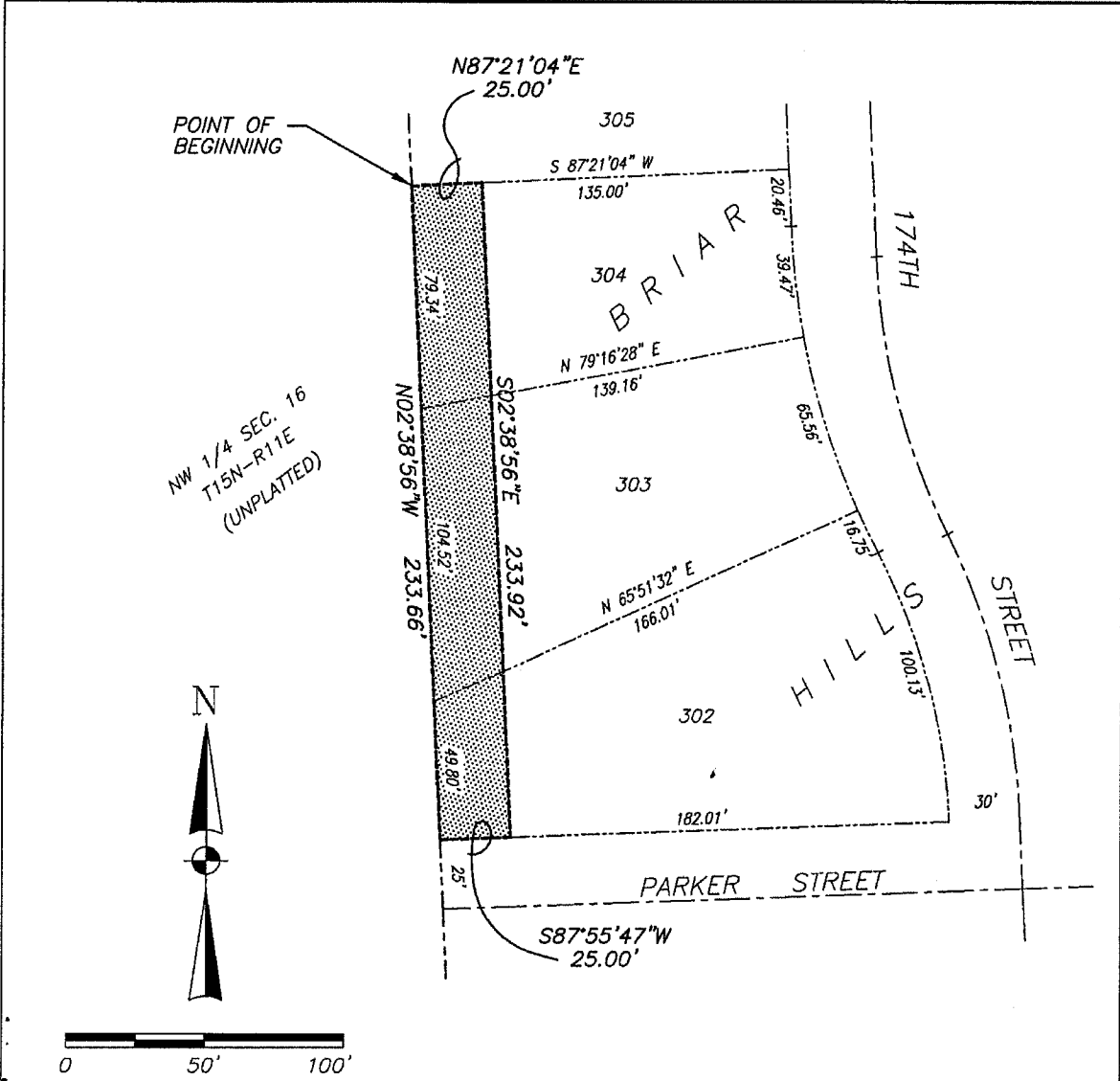
By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 29th day of August, 2001, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named MAURICE M. UDES, Manager of BHD, L.L.C., a Nebraska limited liability company, and Manager of BHD II, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of BHD, L.L.C. and BHD II, L.L.C.



[Signature]
Notary Public



LEGAL DESCRIPTION - PERMANENT DRAINAGE EASEMENT

A PARCEL OF LAND BEING PART OF LOTS 302, 303 AND 304, ALL IN BRIAR HILLS, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER SAID OF LOT 304; THENCE ON THE NORTHERLY LINE OF SAID LOT 304, N87°21'04"E (PLATTED BEARING), 25.00 FEET; THENCE S02°38'56"E, 233.92 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 302, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF PARKER STREET; THENCE ON SAID NORTH RIGHT OF WAY LINE AND ON THE SOUTHERLY LINE OF SAID LOT 302, S87°55'47"W, 25.00 TO A POINT ON THE WEST BOUNDARY LINE OF SAID BRIAR HILLS SUBDIVISION; THENCE ON SAID WEST BOUNDARY LINE, N02°38'56"W, 233.66 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.13 ACRE (5845 SQUARE FEET), MORE OR LESS.

SHEET 1/2	PERMANENT DRAINAGE EASEMENT	BRIAR HILLS - LOTS 302 THRU 304	KIRKHAM MICHAEL CONSULTING ENGINEERS
		PART OF THE NW 1/4, SECTION 16, T. 15 N., R. 11 E., OF THE 6TH P.M. DOUGLAS COUNTY NEBRASKA	