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MISC 2016004672



JAN 20 2016 14:59 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/20/2016 14:59:22.33



2016004672

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **GMC PROPERTIES CORPORATION**, a Nebraska corporation, 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, a permanent easement for the right to construct, maintain, repair, reconstruct and operate storm sewers, drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described and depicted as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD unto 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 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 strips 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 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 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, its successors or assigns.
- 2) That 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 CITY and any of said construction and work.

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

✓007595

- 4) That CITY shall cause any trench made on said easement strips to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for itself and its successors or assigns, does or do confirm with the said CITY and its 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 or assigns, shall warrant and defend this permanent easement to said 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 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 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.
- 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 their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its 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 10th day of October, 2015.

GMC Properties Corporation, a Nebraska corporation

By: Roger Moore

Name: ROGER MOORE
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of October, 2015, by Roger Moore, President of GMC Properties Corporation, on behalf of the corporation.

Steve A. Talbot
Notary Public

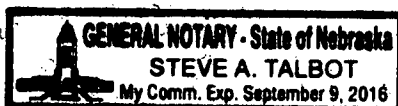


EXHIBIT "A"

**LOT 1
WEST GRAYHAWK REPLAT 1**

LOT 6

LOT 5

**LOT 1
WEST GRAYHAWK REPLAT 2**

OUTLOT "A"

WEST GRAYHAWK REPLAT 3

**OUTLOT 1
WEST GRAYHAWK**

**DRAINAGE AND SEWER EASEMENT
INSTRUMENT No. 2005042011**

POINT OF BEGINNING

COMMENCING POINT

**LOT 1
WEST GRAYHAWK REPLAT 2**

1 inch = 60 ft.

MEASURE

60 0 60

MEASUREMENTS:

- $R=225.00' L=18.77'$
- $CH=N51^{\circ}21'50"W 18.76'$
- $N48^{\circ}50'28"W 28.18'$
- $R=175.00' L=15.02'$
- $CH=N51^{\circ}25'57"W 15.01'$
- $N64^{\circ}18'24"W 63.28'$
- $R=175.00' L=11.03'$
- $CH=N76^{\circ}31'41"W 11.03'$
- $S84^{\circ}18'24"E 125.93'$
- $S89^{\circ}26'24"E 180.35'$
- $S89^{\circ}26'24"W 184.40'$
- $S21^{\circ}48'00"E 16.09'$
- $S02^{\circ}58'12"E 32.09'$

A 15.0 FOOT STORM SEWER EASEMENT LOCATED IN LOT 6, WEST GRAYHAWK REPLAT 3, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, WEST GRAYHAWK REPLAT 2, A SUBDIVISION LOCATED IN SAID SECTION 11, SAID POINT ALSO BEING ON THE WEST LINE OF OUTLOT "A", SAID WEST GRAYHAWK REPLAT 2, SAID POINT ALSO BEING THE SOUTHWESTERLY MOST CORNER OF SAID LOT 6, WEST GRAYHAWK REPLAT 3; THENCE N02°56'12"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 6, WEST GRAYHAWK REPLAT 3, SAID LINE ALSO BEING SAID WEST LINE OF OUTLOT "A", WEST GRAYHAWK REPLAT 3, A DISTANCE OF 32.09 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID OUTLOT "A", WEST GRAYHAWK REPLAT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 6, WEST GRAYHAWK REPLAT 3, SAID LINE ALSO BEING ALONG THE NORTHERLY LINE OF SAID OUTLOT "A", WEST GRAYHAWK REPLAT 3, ON A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 11.03 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N76°31'41"W, A DISTANCE OF 11.03 FEET; THENCE N64°18'24"W, A DISTANCE OF 63.28 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 6, WEST GRAYHAWK REPLAT 3, SAID POINT ALSO BEING ON SAID NORTHERLY LINE OF SAID OUTLOT "A", WEST GRAYHAWK REPLAT 3; THENCE ALONG SAID SOUTHERLY LINE OF LOT 6, WEST GRAYHAWK REPLAT 3, SAID LINE ALSO BEING ALONG SAID NORTHERLY LINE OF OUTLOT "A", WEST GRAYHAWK REPLAT 3 ON THE FOLLOWING THREE (3) COURSES: THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 15.02 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N51°29'57"W, A DISTANCE OF 15.01 FEET; THENCE N48°58'28"W, A DISTANCE OF 28.15 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 18.77 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N51°21'50"W, A DISTANCE OF 18.76 FEET; THENCE S64°18'24"E, A DISTANCE OF 125.93 FEET; THENCE N89°26'24"E, A DISTANCE OF 180.35 FEET; THENCE S21°48'00"E, A DISTANCE OF 16.09 FEET; THENCE S89°28'24"W, A DISTANCE OF 184.40 FEET TO THE POINT OF BEGINNING.

SAID 15.0 FOOT STORM SEWER EASEMENT CONTAINS AN AREA OF 4.231 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

