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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/18/2016 08:26:12.00



2016066943

### PERMANENT SEWER EASEMENT

*When recorded return to*  
City of Omaha, Nebraska  
Public Works Department  
General Services Division  
R-O-W Section

**KNOW ALL MEN BY THESE PRESENTS:**

THAT HUDBLAIRGP, LLC, a Nebraska Limited Liability Company, and its successors and assigns, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby 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 and operate a sewer (either for storm or sanitary purposes), drainage structure, 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 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 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 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) That CITY may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above
- 4) 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.
- 5) That 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.
- 6) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 7) 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.
- 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein:

-signature page follows-

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member(s) this 14<sup>th</sup> day of April, 2016

[Signature]  
HUDBLAIRGP, LLC, and its assigns and successors

Authorized Signatory:

[Signature]  
Neeraj Agarwal, Authorized Signatory

ATTEST:

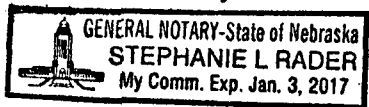
[Signature]

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 14<sup>th</sup> day of April, 2016, before me, a Notary Public in and for said County, personally came Neeraj Agarwal, Authorized Signatory, on behalf of HUDBLAIRGP, LLC, a Limited Liability Company, to me personally known to be an authorized signatory of the Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such partner(s) and the voluntary act and deed of said Limited Partnership.

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



Notary Seal

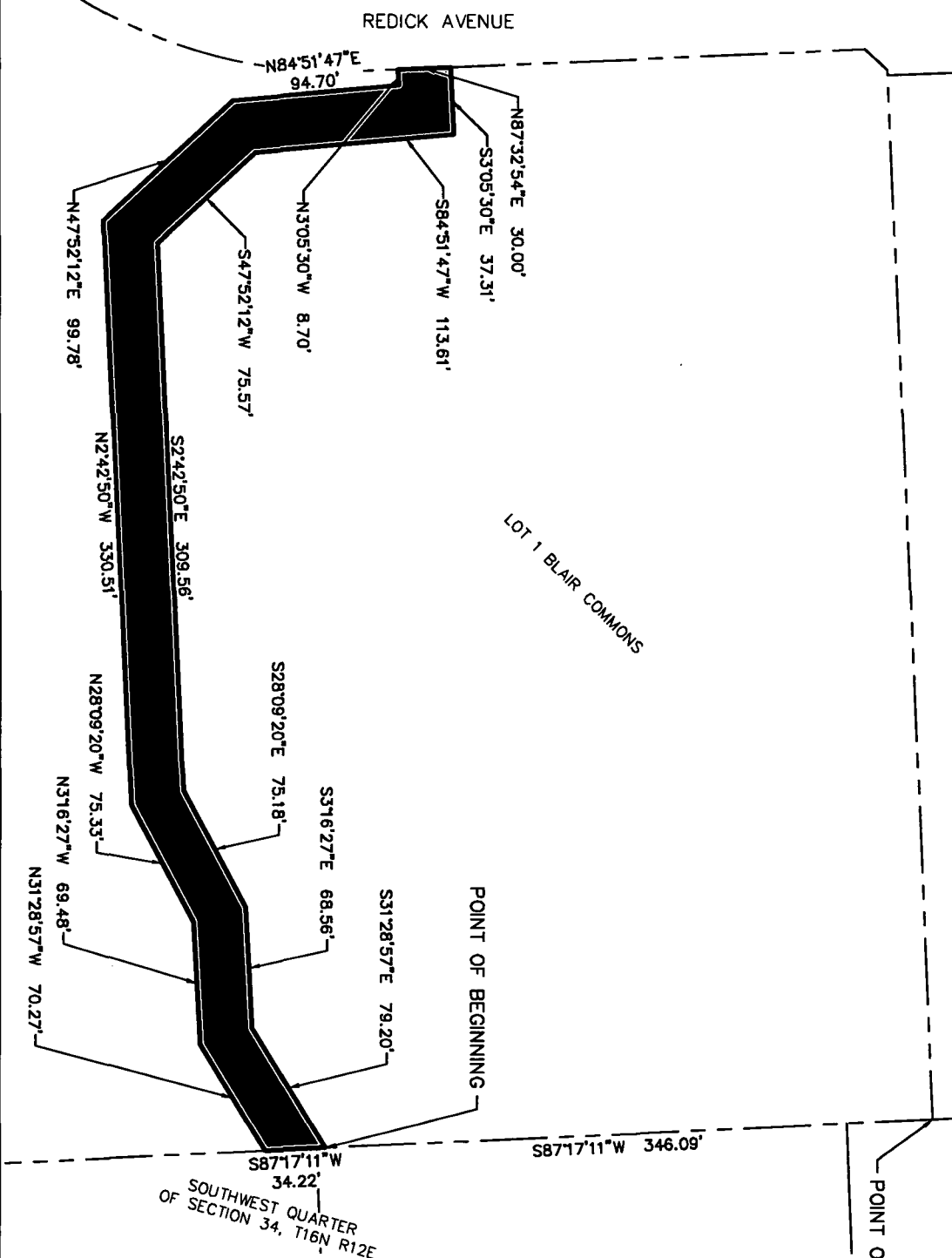
[Signature]  
NOTARY PUBLIC



PROJECT NO.: 015-1927  
 DRAWN BY: RML  
 DATE: 03/01/2016

**STORM SEWER EASEMENT BLAIR COMMONS**

**OLSSON** 2111 South 67th Street, Suite 200  
 Omaha, NE 68116  
 TEL: 402.341.1118  
 FAX: 402.341.1585  
 EXHIBIT **A**



**LEGAL DESCRIPTION:**  
 A STORM SEWER EASEMENT LOCATED IN LOT 1, BLAIR COMMONS, A SUBDIVISION, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON THE SOUTH PROPERTY LINE OF SAID LOT 1 ON AN ASSUMED BEARING OF S87°17'11"W, 348.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°17'11"W ON SAID SOUTH PROPERTY LINE OF LOT 1, 34.22 FEET; THENCE N31°28'57"W, 70.27 FEET; THENCE N03°18'27"W, 69.48 FEET; THENCE N28°09'20"W, 75.33 FEET; THENCE N02°42'50"W, 330.51 FEET; THENCE N47°52'12"E, 99.78 FEET; THENCE N84°51'47"E, 94.70 FEET; THENCE N03°05'30"W, 8.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF REDICK AVENUE; THENCE N87°32'54"E ON SAID SOUTH-RIGHT-OF-WAY LINE, 30.00 FEET; THENCE S03°05'30"E, 37.31 FEET; THENCE S84°51'47"W, 113.61 FEET; THENCE S47°52'12"W, 75.57 FEET; THENCE S02°42'50"E, 309.56 FEET; THENCE S28°09'20"E, 75.18 FEET; THENCE S03°16'27"E, 68.56 FEET; THENCE S31°28'57"E, 79.20 FEET TO THE POINT OF BEGINNING.  
 SAID STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 22,616.33 SQ. FT. OR 0.519 ACRES MORE OR LESS

