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AUG 18 2016 08:26 P 5

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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/18/2016 08:26:19.31



2016066944

### 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:

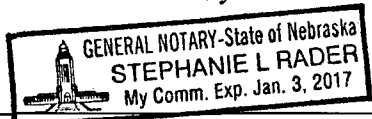
[Signature]

**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

IMPRINTED SEAL

CITY OF OMAHA, a Municipal Corporation

ATTEST:

Buster Brown 8/11/2016  
Buster Brown, City Clerk, City of Omaha

By Jean Stothert 8/11/2016  
Jean Stothert, Mayor, City of Omaha

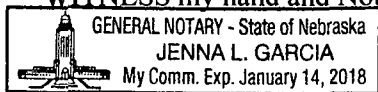
APPROVED AS TO FORM:

[Signature] 8/10/16  
ASST CITY ATTORNEY

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of August, 20 16, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

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



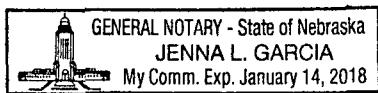
Notary Seal

Jenna L. Garcia  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

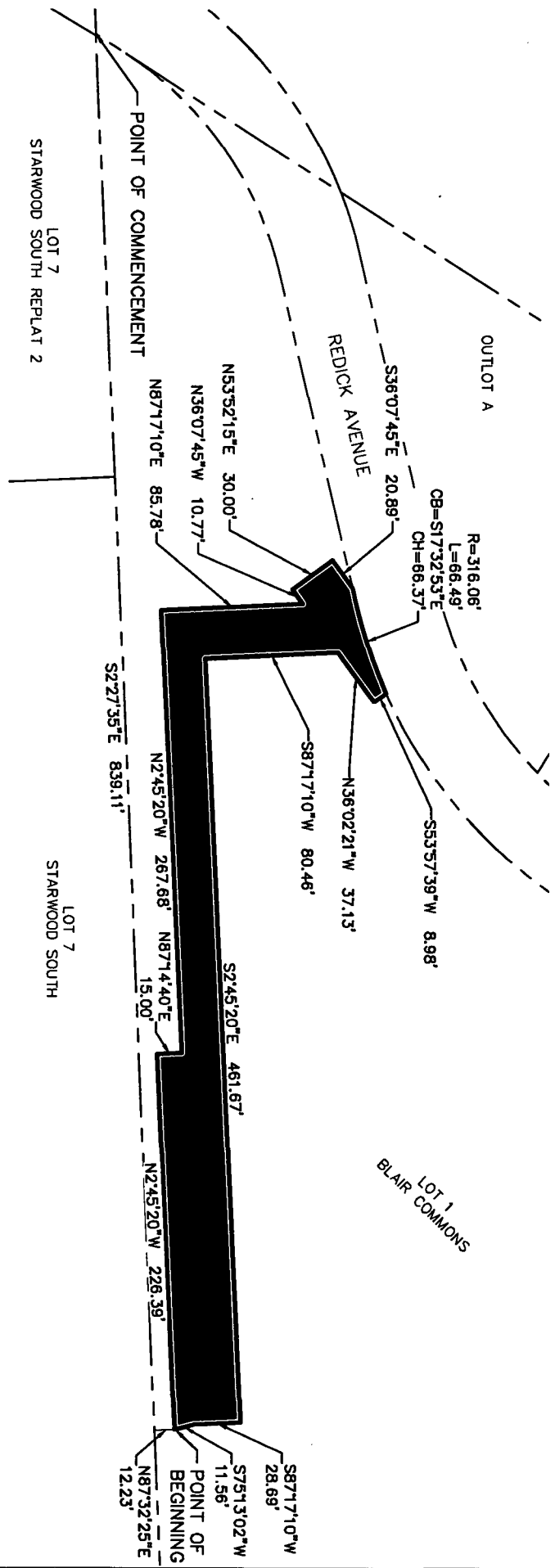
On this 11<sup>th</sup> day of August, 20 16, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

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



Notary Seal

Jenna L. Garcia  
NOTARY PUBLIC



**LEGAL DESCRIPTION:**

A DRAINAGE 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 NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST PROPERTY LINE OF SAID LOT 1 ON AN ASSUMED BEARING OF S02°27'35\"/>



PROJECT NO: 015-1927	DRAINAGE EASEMENT BLAIR COMMONS		EXHIBIT
DRAWN BY: RML			A
DATE: 03/01/2016			

TR