

MISC 2007001351



JAN 04 2007 09:33 P 4

Affects lot 60.

PERMANENT DRAINAGEWAY EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/4/2007 09:33:20.13



2007001351

KNOW ALL MEN BY THESE PRESENTS:

THAT **RGK INVESTMENTS, LLC**, a Nebraska limited liability company, 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, and **SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as SID, a permanent easement for the right to maintain, preserve and allow for storm water flow above ground drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating, repairing or replacing said drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY and SID 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 or SID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said drainage structures and/or drainage way, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.
- 4) That CITY or SID 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.

lt
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114-3728

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1 DFL _____ SCAN _____ CV _____

- 5) That said GRANTOR for itself and its successors and assigns does or do confirm with the said CITY and SID and their 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 easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this permanent easement to said CITY or SID and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
- 6) That said permanent easement is granted upon the condition that the CITY or SID 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.
- 7) 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 SID 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 SID or their 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 ____ day of December, 2006.

RGK INVESTMENTS, LLC, a Nebraska limited liability company,

By *Robert G. Kozol*
Robert G. Kozol, Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

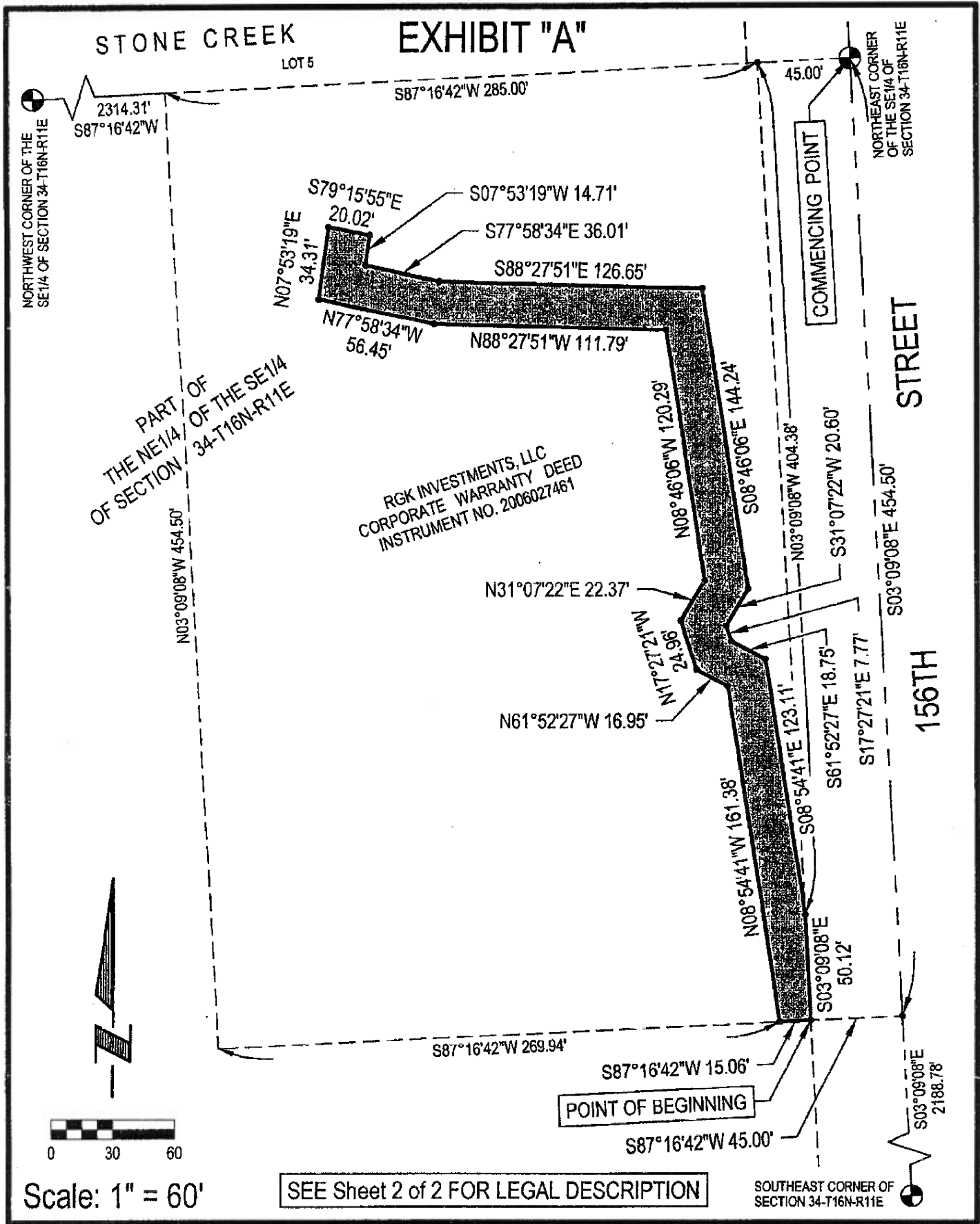
On this 28 day of December, 2006, before me, the undersigned, a Notary Public in and for said County, personally came Robert G. Kozol, Manager of RGK INVESTMENTS, LLC, a Nebraska limited liability company, to me personally known to be the Manager of said company and the identical person whose name is 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 said company.

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

Leslie Pierce
Notary Public

My commission expires: May 23, 2010





E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

20.00 FOOT WIDE PERMANENT DRAINAGEWAY EASEMENT

Drawn by: JAF Chkd by: *wrc 10-6-06* Chkd by: _____
Job No.: 95105.03 Date: 10/05/2006 Sheet No.: 1 of 2

PART OF THE NE1/4 OF THE SE1/4 OF SECTION 34-T16N-R11E
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"

LEGAL DESCRIPTION

20.00 FOOT WIDE PERMANENT DRAINAGEWAY EASEMENT

RGK INVESTMENTS, LLC

CORPORATE WARRANTY DEED INSTRUMENT NO. 2006027461

A 20.00 foot wide Permanent Drainageway Easement located in the NE1/4 of the SE1/4 of Section 34, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE1/4 of Section 34; thence S03°09'08"E (assumed bearing) along the East line of said SE1/4 of Section 34, a distance of 454.50 feet; thence S87°16'42"W, a distance of 45.00 feet to a point on the West right-of-way line of 156th Street, said point also being the point of beginning; thence continuing S87°16'42"W, a distance of 15.06 feet; thence N08°54'41"W, a distance of 161.38 feet; thence N61°52'27"W, a distance of 16.95 feet; thence N17°27'21"W, a distance of 24.96 feet; thence N31°07'22"E, a distance of 22.37 feet; thence N08°46'06"W, a distance of 120.29 feet; thence N88°27'51"W, a distance of 111.79 feet; thence N77°58'34"W, a distance of 56.45 feet; thence N07°53'19"E, a distance of 34.31 feet; thence S79°15'55"E, a distance of 20.02 feet; thence S07°53'19"W, a distance of 14.71 feet; thence S77°58'34"E, a distance of 36.01 feet; thence S88°27'51"E, a distance of 126.65 feet; thence S08°46'06"E, a distance of 144.24 feet; thence S31°07'22"W, a distance of 20.60 feet; thence S17°27'21"E, a distance of 7.77 feet; thence S61°52'27"E, a distance of 18.75 feet; thence S08°54'41"E, a distance of 123.11 feet to a point on said West right-of-way line of 156th Street; thence S03°09'08"E along said West right-of-way line of 156th Street, a distance of 50.12 feet to the point of beginning.

Said 20.00 foot wide Permanent Drainageway Easement contains an area of 10,781 square feet or 0.247 acres, more or less.

SEE Sheet 1 of 2 FOR EASEMENT DRAWING



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300 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 885-4700

Drawn by: JAF

Chkd by: *wac 10-6-06*

Chkd by:

Job No.: 95105.03

Date: 10/05/2006

Sheet No.: 2 of 2

**20.00 FOOT WIDE PERMANENT
DRAINAGEWAY EASEMENT**

PART OF THE NE1/4 OF THE SE1/4 OF SECTION 34-T16N-R11E

DOUGLAS COUNTY, NEBRASKA