



MISC 2007132006



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/28/2007 15:02:38.05

 2007132006

THIS PAGE IS FOR RECORDING PURPOSES

PERMANENT SEWER AND DRAINAGE EASEMENT

Upon recording, return to:
 Jackie Pueppke
 Baird Holm LLP
 1500 Woodmen Tower
 1700 Farnam Street
 Omaha, NE 68102

✓
 233637

**PERMANENT SEWER AND DRAINAGE EASEMENT
DONATION
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

THAT Tranquility Realty, L.L.C., a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for other good and valuable consideration 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 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, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewer, drainage structure, and/or drainage way 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.

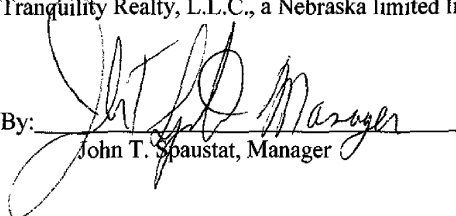
It is further agreed as follows:

- 1) Notwithstanding any provision contained herein to the contrary, the CITY and the GRANTOR hereby agree that GRANTOR shall, at its sole cost and expense, install all initial sewer and drainage structures necessary for the combined storm sewer and 100 year storm drainageway easement on the permanent easement area described on Exhibit "A".
- 2) 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.
- 3) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 4) This permanent sewer and drainage 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 GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer and drainage easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, 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 and drainage easement runs with the land.

- 7) That said permanent sewer and drainage 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) 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 60 days after the execution of this Easement Agreement.
- 9) 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 any promises, inducements, or representations of the CITY or its agents or employees.

IN WITNESS WHEREOF, Tranquility Realty, L.L.C. has executed this Agreement this 27 day of November, 2007.

Tranquility Realty, L.L.C., a Nebraska limited liability company

By: 
John T. Spaustat, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of November, 2007, by John T. Spaustat, manager of Tranquility Realty, L.L.C., a Nebraska limited liability company, on behalf of the company.


Notary Public

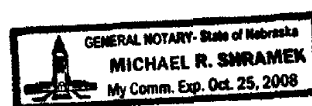


EXHIBIT "A"

LEGAL DESCRIPTION

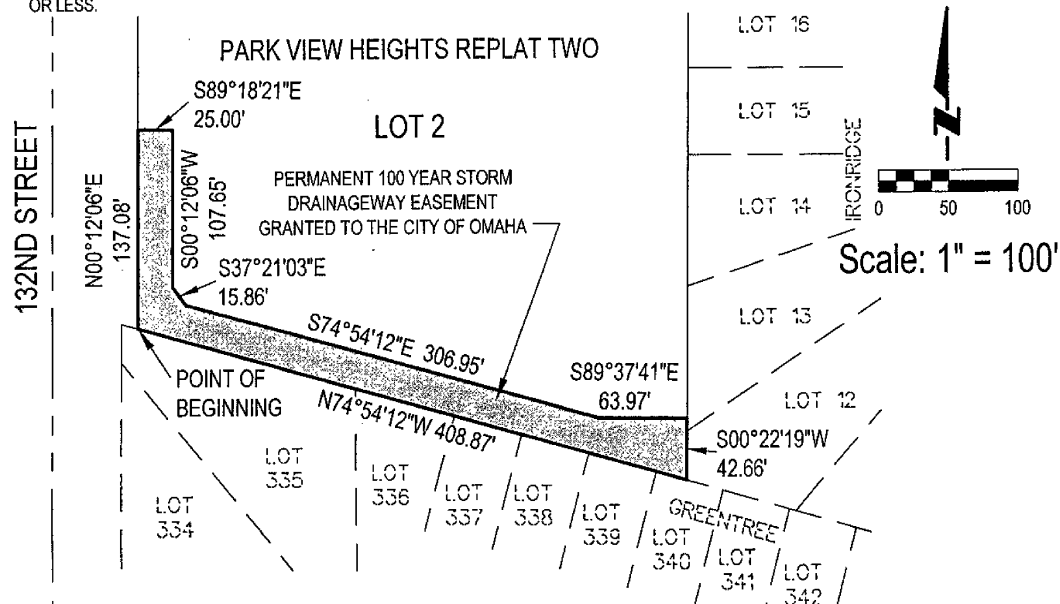
WARRANTY DEED
TRANQUILITY REALITY, L.L.C.
DEED INST. NO: 2004072660

PERMANENT 100 YEAR STORM DRAINAGEWAY EASEMENT

A PERMANENT 100 YEAR STORM DRAINAGEWAY EASEMENT GRANTED TO THE CITY OF OMAHA, LOCATED IN LOT 2, PARK VIEW HEIGHTS REPLAT TWO, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 335, GREENTREE, A SUBDIVISION LOCATED IN SAID SECTION 6, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE N00°12'06"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 137.08 FEET; THENCE S89°18'21"E, A DISTANCE OF 25.00 FEET; THENCE S00°12'06"W, A DISTANCE OF 107.65 FEET; THENCE S37°21'03"E, A DISTANCE OF 15.86 FEET; THENCE S74°54'12"E, A DISTANCE OF 306.95 FEET; THENCE S89°37'41"E, A DISTANCE OF 63.97 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID POINT ALSO BEING THE WEST LINE OF LOT 13, IRONRIDGE, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 6; THENCE S00°22'19"W ALONG SAID EAST LINE OF LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID LINE ALSO BEING SAID WEST LINE OF LOT 13, IRONRIDGE, AND ALSO THE WEST LINE OF LOT 12, SAID IRONRIDGE, A DISTANCE OF 42.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12, IRONRIDGE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 340, SAID GREENTREE; THENCE N74°54'12"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, PARK VIEW HEIGHTS REPLAT TWO, SAID LINE ALSO BEING SAID NORTHERLY LINE OF SAID LOT 340, GREENTREE, AND ALSO THE NORTHERLY LINE OF LOTS 339 THRU 335, SAID GREENTREE, A DISTANCE OF 408.87 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 100 YEAR STORM DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 13,670 SQUARE FEET OR 0.314 ACRES, MORE OR LESS.



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

Drawn by: JHVD Chkd by: **AME 9-27-07** Chkd by: _____

Job No.: P2004.180.001 Date: 09/26/07 Sheet No.: 1 of 1

**PERMANENT 100 YEAR STORM
DRAINAGEWAY EASEMENT**
LOT 2, PARK VIEW HEIGHTS REPLAT TWO
DOUGLAS COUNTY, NEBRASKA

K:\Projects\2004\180\p01\Srvy\Easements\ESMNT 100-YR DRAIN LOT 2-000.dwg, 8.5x11 (14), Omaha, 9/27/2007 1:44:38 PM, .dwg