



MISC 2007058104



MAY 23 2007 13:39 P 4

Affects Lot 8

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/23/2007 13:39:24.22

2007058104

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Misc
FEE 20⁵⁰ FB 01-60000
4 BKP 12-15-10 ²⁰ C/O COMP
6 DEL _____ SCAN _____ FV _____

RETURN: EPA CONSULTING GROUP
330 W. 117th ST
OMAHA, NE 68154

When recorded, please return to:
Public Works Dept./ROW Sect.

Project No.: 2003046.01
Tract No.: 8

**PERMANENT EASEMENT
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

THAT 208th & Maple L.L.C., hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of two dollars (\$2.00) and other valuable consideration, 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, 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. 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, drainage structure, 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 any of said construction and work.
4. 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.
5. 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 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 easement runs with the land.
6. That said permanent 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.

PERMANENT EASEMENT
Page Two (2)
Tract No.: 8

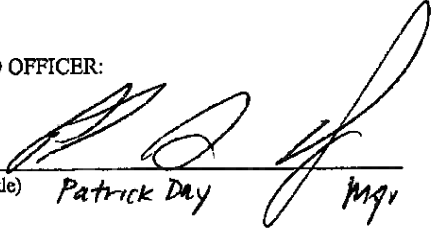
7. The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.

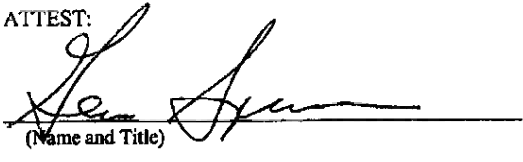
8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable): None.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this 21st day of May, 20 07.

208th & Maple L.L.C.
(Name of Corporation)

Federal I.D. No. _____

AUTHORIZED OFFICER:

(Name and Title) Patrick Day mgr

ATTEST:

(Name and Title)


STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

(Corporate Seal)

On this 21st day of May, 20 07, before me, a Notary Public in and for said County, personally came Patrick Day manager, of 208th & Maple L.L.C., a Nebraska Corporation, and _____, of said Corporation,
(Name) (Title)

to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

 HEATHER R. WESTERGARD
MY COMMISSION EXPIRES
February 17, 2008
Notary Seal

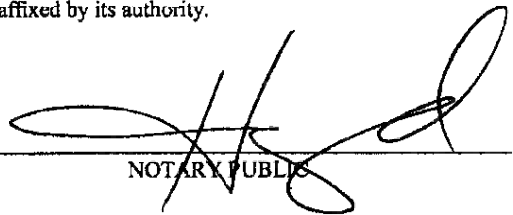
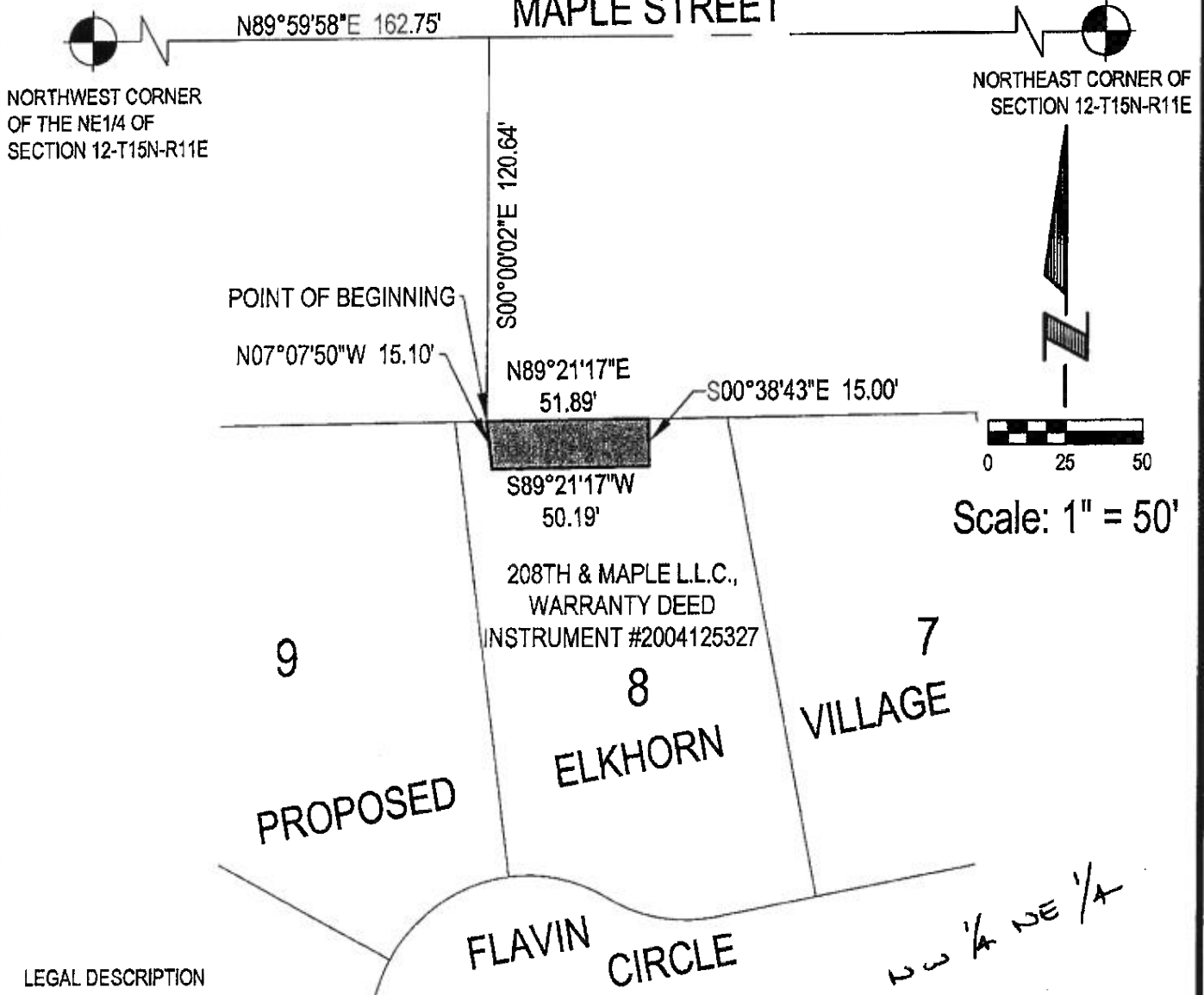

NOTARY PUBLIC

EXHIBIT "A"

MAPLE STREET



NORTHWEST CORNER OF THE NE1/4 OF SECTION 12-T15N-R11E

NORTHEAST CORNER OF SECTION 12-T15N-R11E

POINT OF BEGINNING

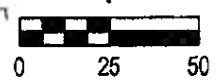
N07°07'50"W 15.10'

S00°00'02"E 120.64'

N89°21'17"E 51.89'

S00°38'43"E 15.00'

S89°21'17"W 50.19'



Scale: 1" = 50'

208TH & MAPLE L.L.C.,
WARRANTY DEED
INSTRUMENT #2004125327

9

8 ELKHORN VILLAGE

7

PROPOSED

FLAVIN CIRCLE

SW 1/4 NE 1/4

LEGAL DESCRIPTION
208TH & MAPLE L.L.C.
WARRANTY DEED
INSTRUMENT NO. 2004125327

A PERMANENT STORM SEWER EASEMENT LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF SECTION 12; THENCE N89°59'58"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 12, A DISTANCE OF 162.75 FEET; THENCE S00°00'02"E, A DISTANCE OF 120.64 FEET TO THE POINT OF BEGINNING; THENCE N89°21'17"E, A DISTANCE OF 51.89 FEET; THENCE S00°38'43"E, A DISTANCE OF 15.00 FEET; THENCE S89°21'17"W, A DISTANCE OF 50.19 FEET; THENCE N07°07'50"W, A DISTANCE OF 15.10 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 766 SQUARE FEET OR 0.018 ACRES, MORE OR LEAST.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 885-4700

PERMANENT STORM SEWER EASEMENT
LOT 8, PROPOSED ELKHORN VILLAGE
DOUGLAS COUNTY, NEBRASKA

Drawn by: JNT Chkd by: *wac 9-19-05* Chkd by: _____
Job No.: 2003046.01 Date: 08/16/2005 Book No.: _____