

Not Plat 1856/15

Doesn't affect lots
117-126

Tranquility
View
Replat

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GRANT OF EASEMENT

PERMANENT DRAINAGE EASEMENT

This Indenture and Grant of Easement made this 18th day of October, 1982, between COMMODORE PROPERTIES, INC., a corporation, hereinafter referred to as "Grantor", in favor of SANITARY AND IMPROVEMENT DISTRICT NO. 219 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as "SID #219", and its successors and assigns, including but not in limitation of the CITY OF OMAHA, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

That said Grantor, in consideration of the sum of One Dollar (\$1.00) to Grantor in hand paid by said SID #219, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto SID #219 and City and their assigns forever, the right to a permanent drainage easement, in, through, over and under the parcel of land described as follows, to-wit:

That part of Lot 8, Park View Heights Replat, as surveyed, platted and recorded in Douglas County, Nebraska described as follows: Commencing at the Southeast corner of said Lot 8; thence N00°16'36"E (assumed bearing) on the East line of said Lot 8, 715.77 feet to the point of beginning; thence N76°24'59"W, 525.00 feet; thence S13°35'01"W, 25.11 feet to a point on the North line of an existing 25 foot permanent sewer, utility and drainage easement; thence N71°08'14"W on the North line of said easement, 242.74 feet; thence N18°51'46"E, 58.06 feet; thence S76°24'59"E, 745.07 feet to a point on the East line of said Lot 8, 66.79 feet to the point of beginning.

(See Exhibit "A" attached hereto and made a part hereof.)

To have and to hold unto said SID #219, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said drainage system at the will of SID #219. The Grantor may, following construction of said storm sewer drainage system, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of SID #219, its successors and assigns, to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns, without the express written approval of

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SID #219 or its successors and assigns. Improvements which may be approved by SID #219 including landscaping or road, street or parking area surface 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 SID #219 will replace or rebuild any and all damage to improvements caused by SID #219 exercising its rights of inspection, maintaining and operating said storm sewer drainage system, except that, damage to, or loss of trees and shrubbery will not be compensated for by SID #219.

3. That SID #219 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. This easement is also for the benefit of any contractor, agent or representative of SID #219 in any of said construction and work.

4. ~~That said Grantor, for itself and its successors and assigns, does confirm with the said SID #219 and its assigns or successors, that it is well-seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, for its successors and assigns, and shall warrant and defend this easement to said SID #219, and its assigns against the lawful claims and demands of all persons. This easement runs with the land.~~

5. That said easement is granted upon the condition that SID #219 will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement areas necessary for construction.

6. Grantor reserves the right to relocate the permanent easement at such time as the property abutting the permanent drainage easement area is platted, graded and developed.

7. That this instrument contains the entire agreement of the parties, that there are no other different agreements or understandings, except a temporary construction easement if and as applicable, between the Grantor and SID #219 or its successors and assigns; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of SID #219 or its agents, except as set forth herein.

Dated this 15th day of October, 1982.

COMMODORE PROPERTIES, INC.,
A Corporation

By: 
Secretary

STATE OF INDIANA)
) ss.
COUNTY OF KOSCIUSKO)

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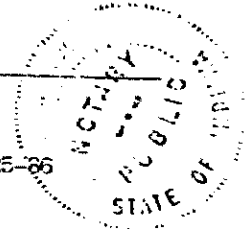
On this 18th day of October, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally came Abroy Raymond, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his or their voluntary act and deed.

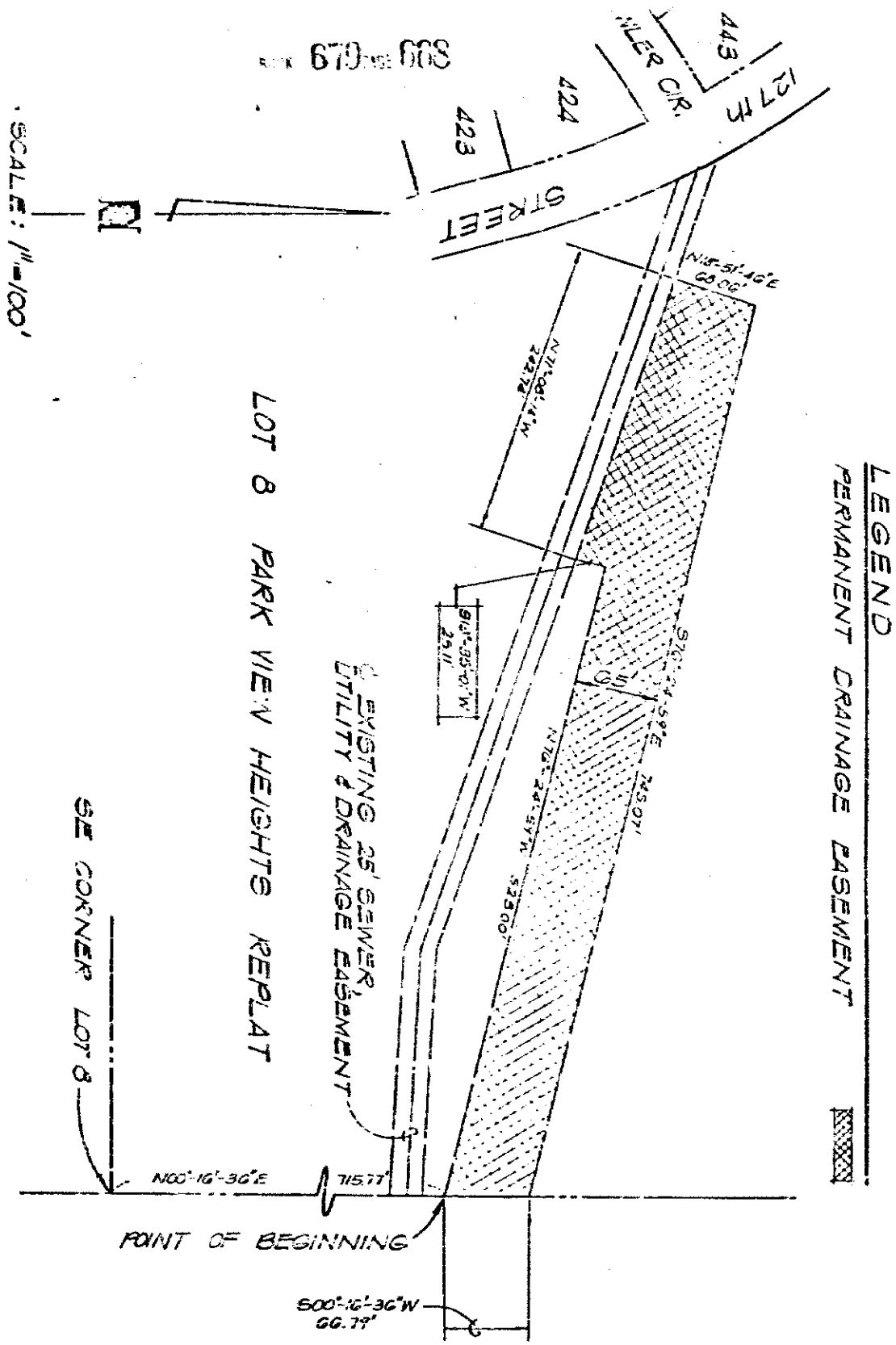
Witness my hand and Notarial Seal the day and year last above written.

Kerry Yoder

Notary Public
Kerry Yoder

My commission expires 1-25-86





LEGEND

PERMANENT DRAINAGE BASEMENT

TRANQUILITY PARK

RECEIVED
1982 NOV 12 AM 10:49
C. HAROLD GOSLER
REGISTERED SURVEYOR
DODGE COUNTY, WIS.

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