



MISC 2004062853



MAY 17 2004 10:55 P 7

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
5/17/2004 10:55:53.54



2004062853

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

misc 7 FEE 35.50 FB 01-60000 NE NE
1 BKP 30-15-11 C/O _____ COMP _____
 DEL _____ SCAN _____ FV _____

Temp. 12.4.01

Jeff Elliott
 EFA Consulting Group
 12001 Q St.
 Omaha NE 68137
 895-4700

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PACIFIC POINTE, L.L.C.**, hereinafter referred to as GRANTORS, (whether one or more) for and in consideration of the sum 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 Number 498, of Douglas County, Nebraska*, hereinafter referred to as S&ID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures, 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, and S&ID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, operating, repairing or replacing said sewers, drainage structures, and/or drainage way at the will of the CITY. That the GRANTOR owners donate for public use the drainage easement as described on Exhibit "A". No permanent buildings, trees, fences, retaining walls, loose stone or timber walls, or fill material of any kind shall be placed in said easement, but same may be used for gardens, shrubs, existing trees or other purposes which do not adversely impact or restrict the flow of surface water through said easement. Land owners are fully responsible for the maintenance of said easement excepting any sewer, water, power, telephone, gas, cable television, or other public utility facilities that may rightfully exist in said easement. Land owners maintenance responsibility shall include, but not be limited to, maintenance of turf, plantings, and existing trees; additionally the land owner is responsible for removal of debris, downed trees, and limbs. Land owner maintenance responsibility shall include repair of any wash-outs or eroding areas that may occur, regardless of cause.

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 GRANTORS, 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 GRANTORS, his heirs, successors or assigns.
- 2) Than CITY or S&ID 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) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and S&ID and any of said construction and work.
- 4) That CITY or S&ID 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.

MENE


FEE 5650 FB 01-60000 *SENE*

BKP 30-15-11 C/O _____ COMP _____

DEL _____ SCAN _____ FV _____

- 5) That said GRANTORS for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and S&ID and their assigns, that he or they, the GRANTORS 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 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 or S&ID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or S&ID 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.
- 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 GRANTORS and the CITY or S&ID or their agents; and that the GRANTORS, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or S&ID or their agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF said GRANTORS has or have hereunto set his or their hand(s) this 12th day of May, 2004.


INDIVIDUAL and/or PARTNERSHIP
 PACIFIC POINTE, L.L.C., by Tom Falcone, Managing Memeber

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF Douglas)

On this 12th day of May, 2004

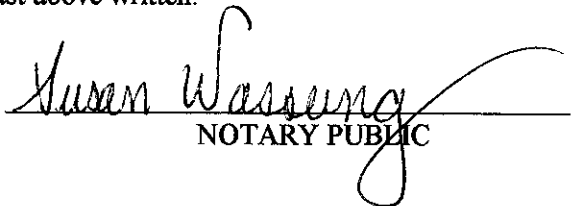
before me, a Notary Public, in and for said County, personally came the above named:

Tom Falcone, Managing Member of PACIFIC POINTE L.L.C.

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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




 NOTARY PUBLIC

Notary Seal

EXHIBIT

NORTHWEST CORNER OF THE
EAST 1/2 OF THE NE 1/4 OF
SECTION 30, T15N, R11E

NORTHEAST CORNER OF
SECTION 30, T15N, R11E

N87°08'51"E 1323.07'

N87°08'51"E 319.40'

COMMENCING POINT

OUTLOT "B"

POINT OF BEGINNING

S02°51'09"E
110.00'

N87°08'51"E PIERCE
40.00'

STREET

PIERCE
STREET

PROPOSED PACIFIC POINTE

STREET

194TH
STREET

42

58

41

57

43

56

40

44

55

39

45

54

38

46

53

37

47

52

36

48

51

35

49

50

34

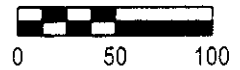
BRIGGS

R=823.00' L=40.35'

LC=N84°59'50"W, 40.35'

N02°32'06"W 607.66'

S02°32'06"E 613.17'



Scale: 1" = 100'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 896-4700

**PERMANENT 40.00 FOOT WIDE
STORM SEWER AND
DRAINAGEWAY EASEMENT**

Drawn by: DAS Chkd by: *mc* Date: *5/13/04* Chkd by: Date:

Job No.: 2003090.01 Date: 05/13/2004 SHEET 1 OF 2

DOUGLAS COUNTY, NEBRASKA

EXHIBIT

LEGAL DESCRIPTION:

A PERMANENT 40.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT LOCATED IN THE EAST 1/2 OF THE NE1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NE1/4 OF SECTION 30; THENCE N87°08'51"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID EAST 1/2 OF THE NE1/4 OF SECTION 30, A DISTANCE OF 319.40 FEET; THENCE S02°51'09"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE N87°08'51"E, A DISTANCE OF 40.00 FEET; THENCE S02°32'06"E, A DISTANCE OF 613.17 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 823.00 FEET, A DISTANCE OF 40.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N84°59'50"W, A DISTANCE OF 40.35 FEET; THENCE N02°32'06"W, A DISTANCE OF 607.66 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 40.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 24,410 SQUARE FEET OR 0.560 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: DAS Chkd by: *WAC* Date: *5-11-04* Chkd by: _____ Date: _____

Job No.: 2003090.01 Date: 05/13/2004 SHEET 2 OF 2

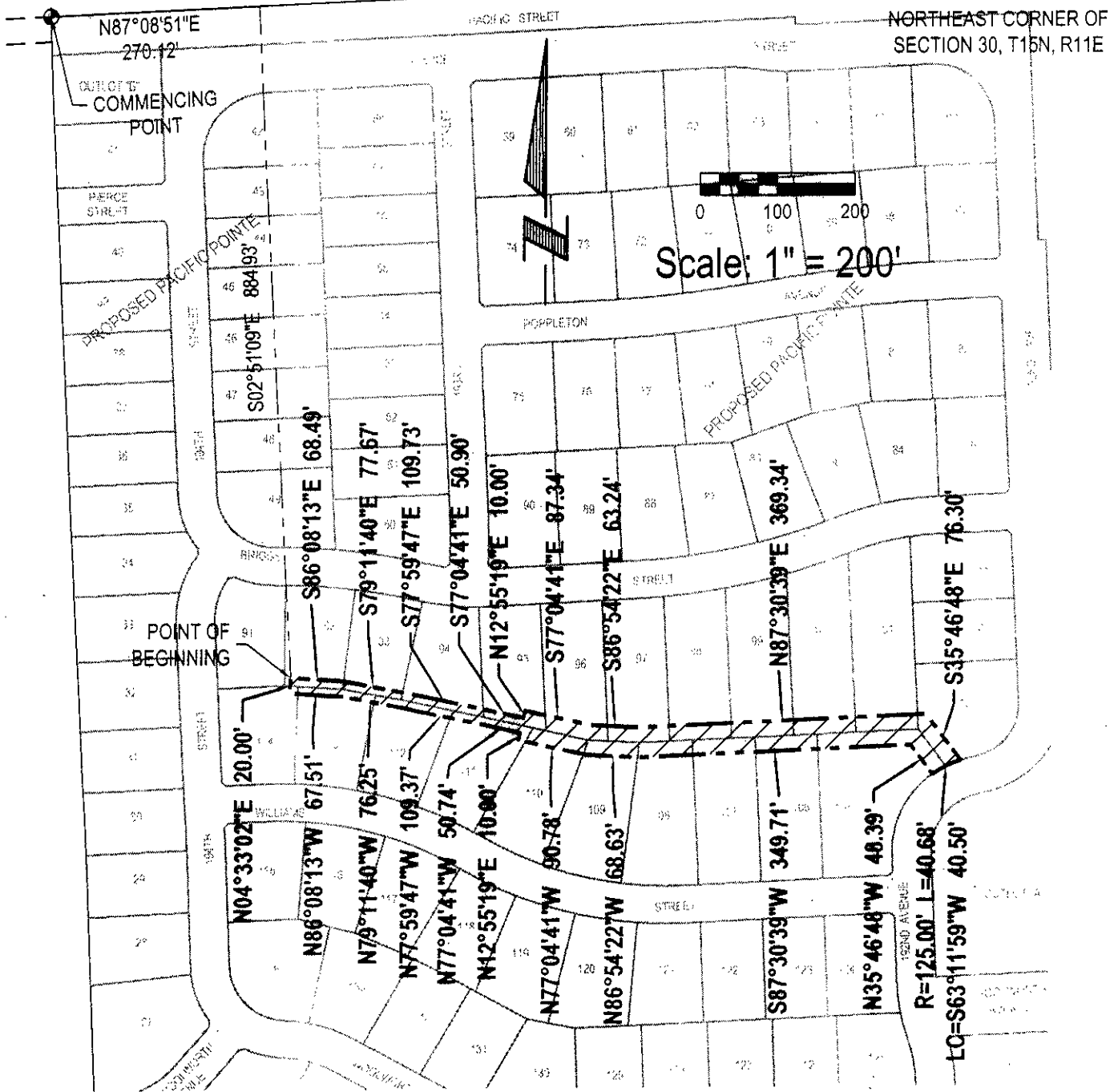
PERMANENT 40.00 FOOT WIDE
STORM SEWER AND
DRAINAGEWAY EASEMENT

DOUGLAS COUNTY, NEBRASKA

EXHIBIT

NORTHWEST CORNER OF THE
EAST 1/2 OF THE NE 1/4 OF
SECTION 30, T15N, R11E

N87°08'51"E 1323.07'



Scale: 1" = 200'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4300

**PERMANENT STORM SEWER AND
DRAINAGEWAY EASEMENT**
DOUGLAS COUNTY, NEBRASKA

Drawn by: DAS Chkd by: MPC Date: 5-11-04 Chkd by: _____ Date: _____

Job No.: 2003090.01 Date: 05/13/2004 SHEET 1 OF 2

EXHIBIT

LEGAL DESCRIPTION:

A PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT LOCATED IN THE EAST 1/2 OF THE NE1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NE1/4 OF SECTION 30; THENCE N87°08'51"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID EAST 1/2 OF THE NE1/4 OF SECTION 30, A DISTANCE OF 270.12 FEET; THENCE S02°51'09"E, A DISTANCE OF 884.93 FEET TO THE POINT OF BEGINNING; THENCE S86°08'13"E, A DISTANCE OF 68.49 FEET; THENCE S79°11'40"E, A DISTANCE OF 77.67 FEET; THENCE S77°59'47"E, A DISTANCE OF 109.73 FEET; THENCE S77°04'41"E, A DISTANCE OF 50.90 FEET; THENCE N12°55'19"E, A DISTANCE OF 10.00 FEET; THENCE S77°04'41"E, A DISTANCE OF 87.34 FEET; THENCE S86°54'22"E, A DISTANCE OF 63.24 FEET; THENCE N87°30'39"E, A DISTANCE OF 369.34 FEET; THENCE S35°46'48"E, A DISTANCE OF 76.30 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 40.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S63°11'59"W, A DISTANCE OF 40.50 FEET; THENCE N35°46'48"W, A DISTANCE OF 48.39 FEET; THENCE S87°30'39"W, A DISTANCE OF 349.71 FEET; THENCE N86°54'22"W, A DISTANCE OF 68.63 FEET; THENCE N77°04'41"W, A DISTANCE OF 90.78 FEET; THENCE N12°55'19"E, A DISTANCE OF 10.00 FEET; THENCE N77°04'41"W, A DISTANCE OF 50.74 FEET; THENCE N77°59'47"W, A DISTANCE OF 109.37 FEET; THENCE N79°11'40"W, A DISTANCE OF 76.25 FEET; THENCE N86°08'13"W, A DISTANCE OF 67.51 FEET; THENCE N04°33'02"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 29,137 SQUARE FEET OR 0.669 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 885-4780

Drawn by: DAS Chkd by: WAZ Date: 5-11-04 Chkd by: _____ Date: _____
Job No.: 2003090.01 Date: 05/13/2004 SHEET 1 OF 2

**PERMANENT STORM SEWER AND
DRAINAGEWAY EASEMENT**

DOUGLAS COUNTY, NEBRASKA