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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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2006032855

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **DAVE PAIK BUILDERS, INC.**, 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 503, 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.
- 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 areas 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, ore 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 22<sup>ND</sup> day of MARCH, 2006.

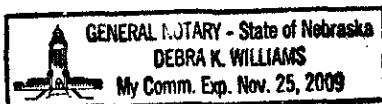
**DAVE PAIK BUILDERS, INC., A NEBRASKA CORPORATION**

[Signature]  
By: David Paik, President

#### ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Douglas ) SS

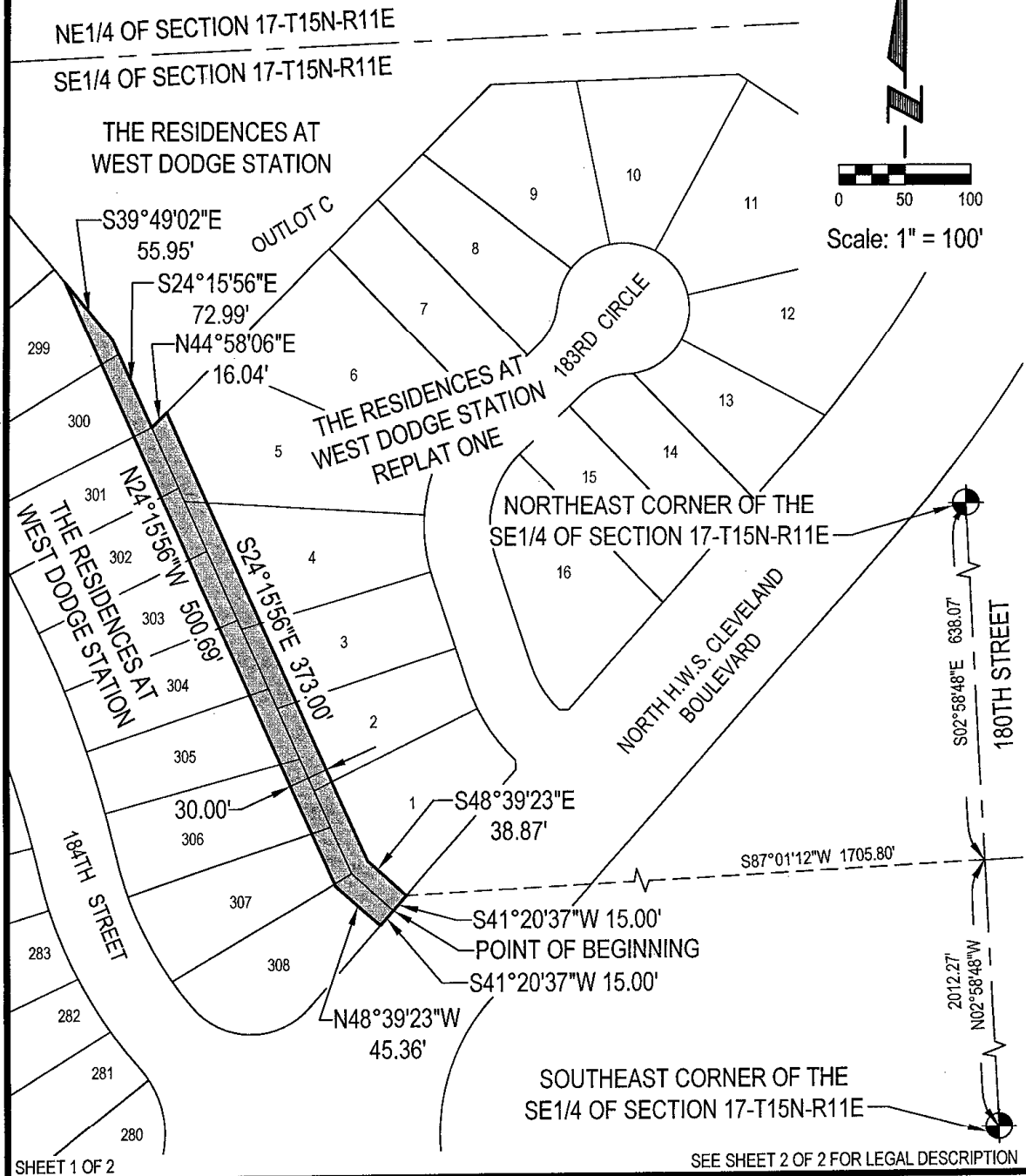
Acknowledged before me this 22 day of March, 2006, by David Paik, President, Dave Paik Builders, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]  
NOTARY PUBLIC

Notary Seal

# EXHIBIT "A"



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

Drawn by: EDF Chkd by: WDC 3-24-06 Chkd by: \_\_\_\_\_  
Job No.: 2003144.01 Date: 2/15/06 Book No.: -----

**PERMANENT 30' WIDE STORM SEWER  
AND DRAINAGEWAY EASEMENT  
GRANTED TO S.I.D. NO. 503 AND THE  
CITY OF OMAHA**

## EXHIBIT "A"

### LEGAL DESCRIPTION

A PERMANENT 30.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT LOCATED IN LOTS 299 THRU 308, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), A SUBDIVISION LOCATED IN SECTION 17; AND ALSO LOCATED IN LOTS 1 THRU 5, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE), A SUBDIVISION LOCATED IN THE SE 1/4 OF SAID SECTION 17; ALL LOCATED IN TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 308, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID POINT ALSO BEING THE SOUTHERLY CORNER OF SAID LOT 1, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE), SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NORTH H.W.S. CLEVELAND BOULEVARD; THENCE S41°20'37"W (ASSUMED BEARING) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 308, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID LINE ALSO BEING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORTH H.W.S. CLEVELAND BOULEVARD, A DISTANCE OF 15.00 FEET; THENCE N48°39'23"W, A DISTANCE OF 45.36 FEET; THENCE N24°15'56"W, A DISTANCE OF 500.69 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 299, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID OUTLOT "C", THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"); THENCE S39°49'02"E ALONG SAID EASTERLY LINE OF LOT 299, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID LINE ALSO BEING SAID SOUTHERLY LINE OF OUTLOT "C", THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), A DISTANCE OF 55.95 FEET; THENCE S24°15'56"E ALONG SAID EASTERLY LINE OF LOT 299, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), AND ALSO THE EASTERLY LINE OF SAID LOT 300, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID LINE ALSO BEING SAID SOUTHERLY LINE OF OUTLOT "C", THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), A DISTANCE OF 72.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 300, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 301, THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 5, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE); THENCE N44°58'06"E ALONG SAID WESTERLY LINE OF LOT 5, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE), SAID LINE ALSO BEING SAID SOUTHERLY LINE OF OUTLOT "C", THE RESIDENCES AT WEST DODGE STATION (LOTS 1 THRU 324 INCLUSIVE & OUTLOTS "A", "B" & "C"), A DISTANCE OF 16.04 FEET; THENCE S24°15'56"E, A DISTANCE OF 373.00 FEET; THENCE S48°39'23"E, A DISTANCE OF 38.87 FEET TO A POINT ON SOUTHEASTERLY LINE OF SAID LOT 1, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE), SAID LINE ALSO BEING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORTH H.W.S. CLEVELAND BOULEVARD; THENCE S41°20'37"W ALONG SAID SOUTHEASTERLY LINE OF LOT 1, THE RESIDENCES AT WEST DODGE STATION REPLAT ONE (LOTS 1 THRU 16 INCLUSIVE), SAID LINE ALSO BEING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORTH H.W.S. CLEVELAND BOULEVARD, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 30.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 13,922 SQUARE FEET OR 0.320 ACRES, MORE OR LESS.

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR DRAWING



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