



MISC 2005051336



MAY 05 2005 13:42 P 5

Misc 39.2
5
27
B.P. C/O COMP
L.P. COMM FV

AFTER RECORDING RETURN TO:
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C. (JFK)
2120 S 72 ST STE 1250
OMAHA NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/5/2005 13:42:59.52
2005051336

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CANTERBERRY CROSSING, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, 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 No. 508 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 EXHIBITS "A" AND "B"
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, maintaining, operating, repairing or replacing said sewers, drainage structures, and/or drainage way at the will of the CITY or S&ID. The GRANTOR may, following construction of said sewers, drainage structures, 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 and S&ID 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, its 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, its successors or assigns.
- 2) That CITY or S&ID will replace or rebuild any and all damage to improvements caused by CITY or S&ID 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 GRANTOR for itself and its successors and assigns, does confirm with the said CITY and S&ID and their assigns, that the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that it will, and its successors and assigns 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) 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.

Ref. TDDI1

- 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 **S&ID** or their agents; and that the **GRANTOR**, 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, the said **GRANTOR** has hereunto caused these presents to be signed by its respective officer(s) this _____ day of _____, 2004.

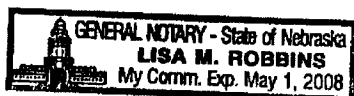
CANTERBERRY CROSSING, LLC, Grantor

By: _____

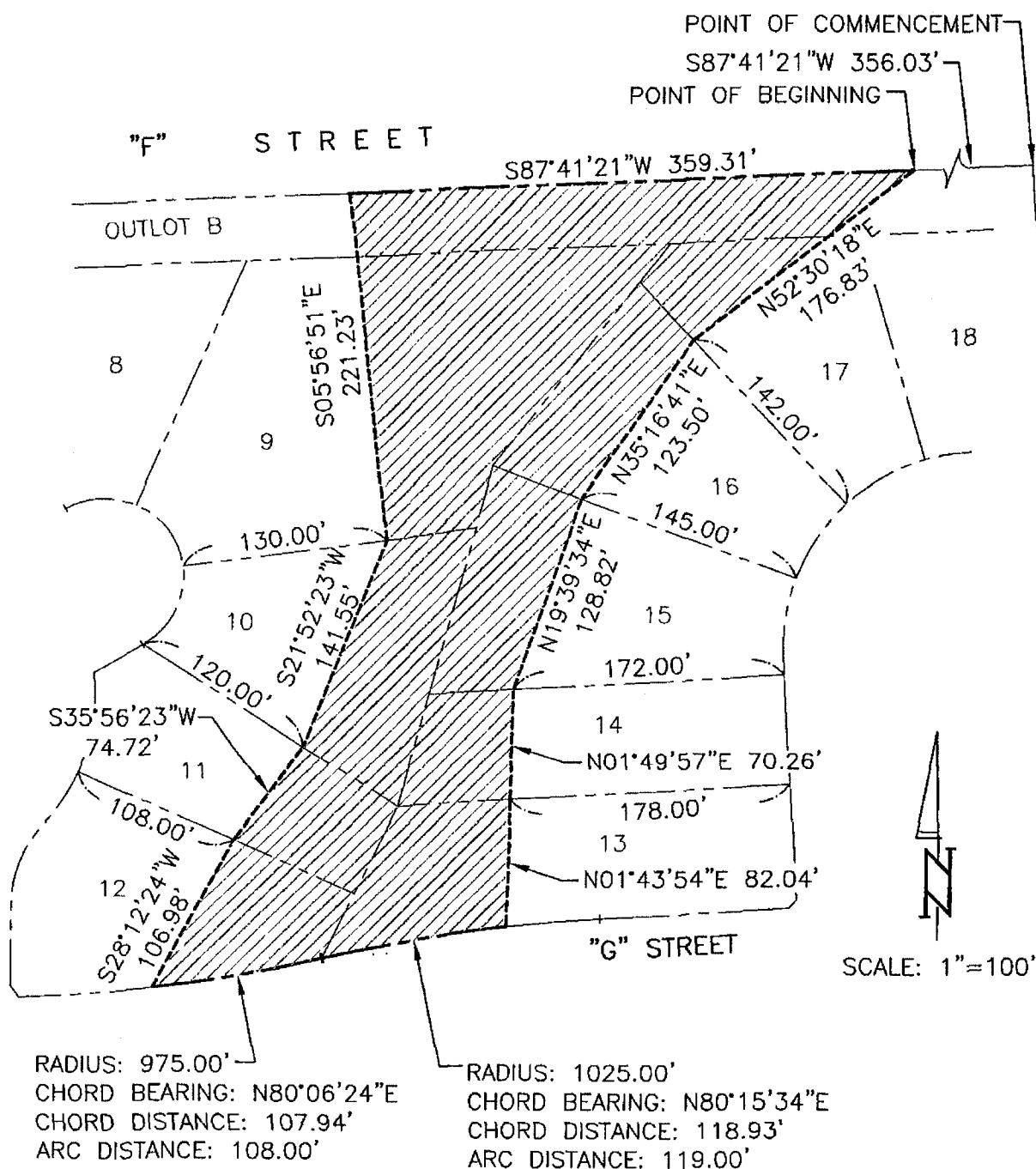
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on November 17, 2004, by John C. Czerwinski, Jr., Manager of Canterbury Crossing, LLC, a Nebraska limited liability company, on behalf of the company.



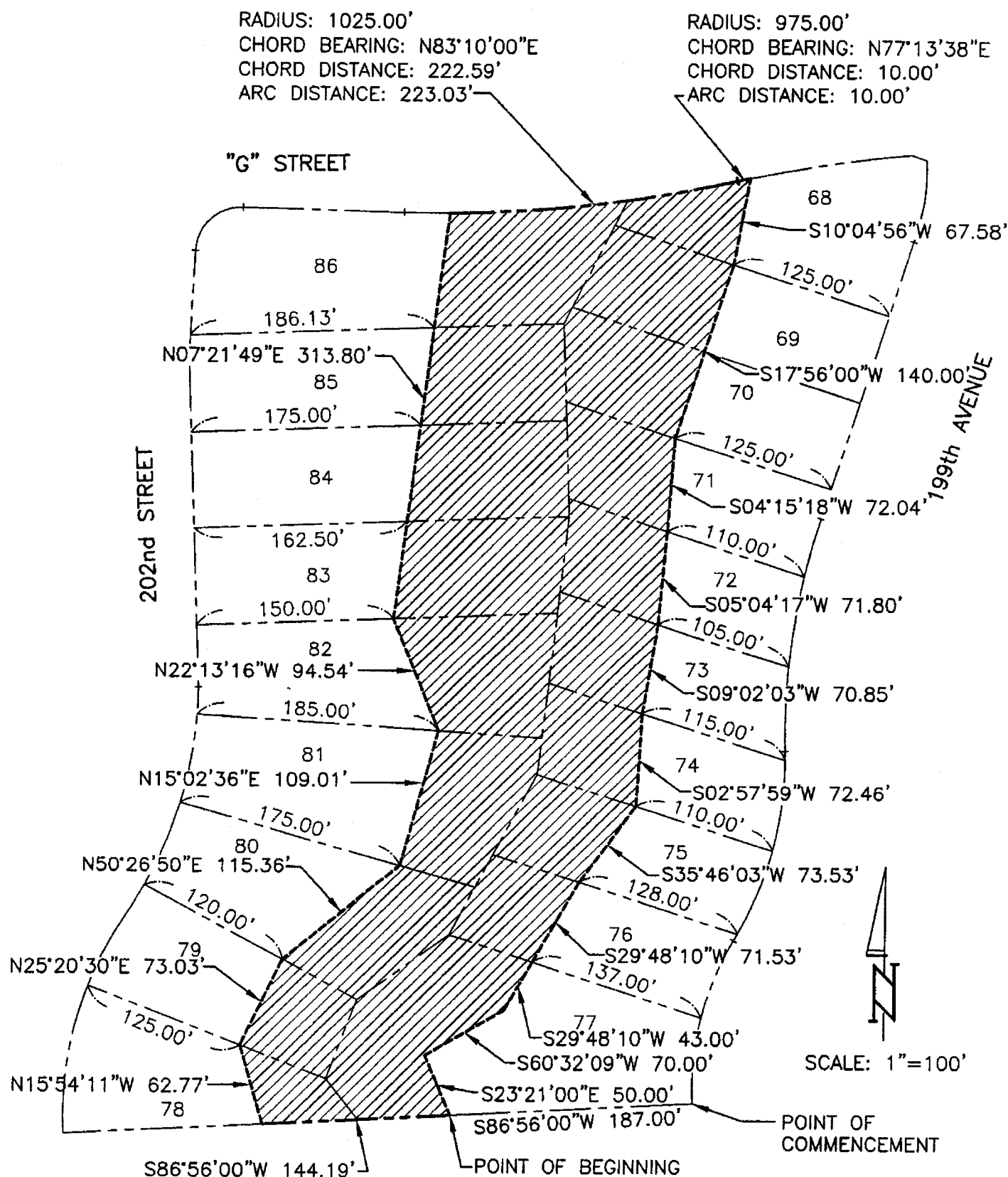
Lisa M. Robbins
Notary Public



LEGAL DESCRIPTION

PART OF LOTS 9 THROUGH 17, TOGETHER WITH PART OF OUTLOT B, ALL IN CANTERBERRY CROSSING, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT OUTLOT B; THENCE S87°41'21"W (ASSUMED BEARING) 356.03 FEET ON THE NORTH LINE OF SAID OUTLOT B TO THE POINT OF BEGINNING; THENCE CONTINUING S87°41'21"W 359.31 FEET ON THE NORTH LINE OF SAID OUTLOT B; THENCE S05°56'51"E 221.23 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10, SAID POINT BEING 130.00 FEET FROM THE NW CORNER OF SAID LOT 10; THENCE S21°52'23"W 141.55 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10, SAID POINT BEING 120.00 FEET FROM THE SW CORNER OF SAID LOT 10; THENCE S35°56'23"W 74.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING 108.00 FEET FROM THE SW CORNER OF SAID LOT 11; THENCE S28°12'24"W 106.98 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 12 ON A NON-TANGENT 975.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°06'24"E, CHORD DISTANCE 107.94 FEET, AN ARC DISTANCE OF 108.00 FEET TO THE SE CORNER OF SAID LOT 12; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 13 ON A 1025.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°15'34"E, CHORD DISTANCE 118.93 FEET, AN ARC DISTANCE OF 119.00 FEET; THENCE N01°43'54"E 82.04 FEET ON A NON-TANGENT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 13, SAID POINT BEING 178.00 FEET FROM THE NE CORNER OF SAID LOT 13; THENCE N01°49'57"E 70.26 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14, SAID POINT BEING 172.00 FEET FROM THE NE CORNER OF SAID LOT 14; THENCE N19°39'34"E 128.82 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 15, SAID POINT BEING 145.00 FEET FROM THE NE CORNER OF SAID LOT 15; THENCE N35°16'41"E 123.50 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 16, SAID POINT BEING 142.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 16; THENCE N52°30'18"E 176.83 FEET TO THE POINT OF BEGINNING.

BENCHMARK HOMES TD2 FILE NO.: 122-222-EXHC DATE: OCTOBER 11, 2004
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SHEET 1 OF 2

BENCHMARK HOMES TD2 FILE NO.: 122-222-EXHB DATE: OCTOBER 11, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "B"

LEGAL DESCRIPTION

THAT PART OF LOTS 68 THROUGH 86, CANTERBERRY CROSSING, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SE CORNER OF SAID LOT 77;
 THENCE S86°56'00"W (ASSUMED BEARING) 187.00 FEET ON THE SOUTH LINE OF SAID LOT 77 TO THE POINT OF BEGINNING;
 THENCE CONTINUING S86°56'00"W 144.19 FEET ON THE SOUTH LINES OF SAID LOTS 77 AND 78;
 THENCE N15°54'11"W 62.77 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 78, SAID POINT BEING 125.00 FEET FROM THE NW CORNER OF SAID LOT 78;
 THENCE N25°20'30"E 73.03 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 79, SAID POINT BEING 120.00 FEET FROM THE NW CORNER OF SAID LOT 79;
 THENCE N50°26'50"E 115.36 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 80, SAID POINT BEING 175.00 FEET FROM THE NW CORNER OF SAID LOT 80;
 THENCE N15°02'36"E 109.01 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 81, SAID POINT BEING 185.00 FEET FROM THE NW CORNER OF SAID LOT 81;
 THENCE N22°13'16"W 94.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 82, SAID POINT BEING 150.00 FEET FROM THE NW CORNER OF SAID LOT 82;
 THENCE N07°21'49"E 313.80 FEET TO THE NORTH LINE OF SAID LOT 86;
 THENCE NORTHEASTERLY ON THE NORTH LINES OF SAID LOTS 86 AND 68 ON A NON-TANGENT 1025.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N83°10'00"E, CHORD DISTANCE 222.59 FEET, AN ARC DISTANCE OF 223.03 FEET;
 THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 68 ON A 975.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N77°13'38"E, CHORD DISTANCE 10.00 FEET, AN ARC DISTANCE OF 10.00 FEET;
 THENCE S10°04'56"W 67.58 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 69, SAID POINT BEING 125.00 FEET FROM THE NE CORNER OF SAID LOT 69;
 THENCE S17°56'00"W 140.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 71, SAID POINT BEING 125.00 FEET FROM THE NE CORNER OF SAID LOT 71;
 THENCE S04°15'18"W 72.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 72, SAID POINT BEING 110.00 FEET FROM THE NE CORNER OF SAID LOT 72;
 THENCE S05°04'17"W 71.80 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 73, SAID POINT BEING 105.00 FEET FROM THE NE CORNER OF SAID LOT 73;
 THENCE S09°02'03"W 70.85 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 74, SAID POINT BEING 115.00 FEET FROM THE NE CORNER OF SAID LOT 74;
 THENCE S02°57'59"W 72.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 75, SAID POINT BEING 110.00 FEET FROM THE NE CORNER OF SAID LOT 75;
 THENCE S35°46'03"W 73.53 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 76, SAID POINT BEING 128.00 FEET FROM THE NE CORNER OF SAID LOT 76;
 THENCE S29°48'10"W 71.53 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 77, SAID POINT BEING 137.00 FEET FROM THE NE CORNER OF SAID LOT 77;
 THENCE S29°48'10"W 43.00 FEET;
 THENCE S60°32'09"W 70.00 FEET;
 THENCE S23°21'00"E 50.00 FEET TO THE POINT OF BEGINNING.

SHEET 2 OF 2

BENCHMARK HOMES TD2 FILE NO.: 122-222-EXHB DATE: OCTOBER 11, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "B"