



MISC 2014017418



MAR 10 2014 11:37 P 15

Fee amount: 94.00
FB: 01-60000
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/10/2014 11:37:45.00



2014017418

FILL EASEMENT AGREEMENT

This Fill Easement Agreement (“**THIS AGREEMENT**”) is made as of this 30th day of December, 2013, by and among **CFHJR, LLC**, a Nebraska limited liability company (“**CFHJR**”), and **FITZPATRICK PROPERTY, LLC**, a limited liability company (“**FITZPATRICK**”), jointly and severally (collectively, “**CFHJR and FITZPATRICK**”), on the one hand, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“**the NRD**”), on the other hand.

WHEREAS, **CFHJR** and **FITZPATRICK** each respectively owns an undivided one half (1/2) interest in two parcels of real estate in the Southwest Quarter of the Southeast Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, one such parcel being particularly described in the legal description attached hereto as **Exhibit “A”** and incorporated herein by reference (“**the CFHJR/FITZPATRICK TRACT**”) and the other such parcel being particularly described in the legal description attached hereto as **Exhibit “E”** and incorporated herein by reference (“**the NRD FILL AREA**”) (the combination of such two described parcels hereinafter being referred to as “**the FILL EASEMENT AREA**”).

WHEREAS, the **NRD** intends to construct a sediment detention facility (“**the PROJECT**”) on a tract of land abutting the easterly boundary of the **FILL EASEMENT AREA** and described in the legal description attached hereto as **Exhibit “C”** and incorporated herein by reference (“**the EXCAVATION SITE**”), for the purpose of detaining and storing silts and other sediments and to retard or prevent the same from flowing downstream and entering the reservoir of Papillion Creek and Tributaries Lakes Project Dam Site 18, a/k/a Lake Zorinsky. Portions of the **PROJECT** relevant to **THIS AGREEMENT** are depicted in the 3-sheet engineering grading and drainage plan (“**the GRADING AND DRAINAGE PLAN**”) prepared by O. A. Olsson & Associates and attached hereto as

025 8507

Exhibit "D" and incorporated herein by reference [O.A.Olsson Associates, Zorinsky Water Quality Basin #1, Sheet 2.3 (Excess Soil Grading Plan); Sheet 4.1 (Storm Sewer Plan and Profile); and Sheet 4.2 (Storm Sewer Plan and Profile), all dated 7/10/13]; and,

WHEREAS, the NRD estimates that 350,000 cubic yards of non-compacted, excess and random earthen fill material ("the **FILL MATERIAL**") will be excavated from the EXCAVATION SITE during construction of the PROJECT and will be available to be exported to and placed by the NRD in areas of the FILL EASEMENT AREA, all in general accordance with the GRADING AND DRAINAGE PLAN; and,

WHEREAS, the NRD does not warrant, and the parties do not contract, that a certain minimum or maximum quantity of FILL MATERIAL can or will be excavated from the EXCAVATION SITE during construction of the PROJECT and placed in the FILL EASEMENT AREA; however, it has been estimated that approximately 350,000 cubic yards of non-compacted FILL MATERIAL, that could amount to approximately 276,000 cubic yards of FILL MATERIAL compacted in place, may be excavated from the EXCAVATION SITE during construction of the PROJECT, exported by the NRD from the EXCAVATION SITE, and placed and compacted in the FILL EASEMENT AREA; and,

WHEREAS, CFHJR and FITZPATRICK are willing to permit the NRD to place and compact in the FILL EASEMENT AREA the FILL MATERIAL excavated by the NRD from the EXCAVATION SITE.

NOW, THEREFORE, for and in consideration the mutual covenants of the parties and other good and valuable consideration, the receipt of which is acknowledged, CFHJR and FITZPATRICK, for themselves and their successors and assigns, do hereby grant to the NRD and its successors and assigns, and their officers, agents, employees and contractors, an easement ("**FILL EASEMENT**"), hereinafter described, running with the land, in, on, under, over and across the FILL EASEMENT AREA, subject to the following terms and conditions:

1. The FILL EASEMENT shall include the temporary right, liberty and authority of the NRD and its construction contractor ("the **CONTRACTOR**") to enter the FILL EASEMENT AREA and deposit and compact therein and thereon FILL MATERIAL excavated and exported from the EXCAVATION SITE during construction of the PROJECT; and to construct the drainage improvements in the FILL EASEMENT AREA that are shown and specified in the GRADING AND DRAINAGE PLAN ("the **DRAINAGE IMPROVEMENTS**").

2. The term of the FILL EASEMENT shall be one year, commencing on the date in the NRD'S fiscal year 2014 that the NRD issues an order to the **CONTRACTOR** to proceed with construction of the PROJECT ("the **ORDER TO PROCEED**"). If for any reason the NRD is legally prohibited by a court of competent jurisdiction, or physically prevented by climatic conditions, from proceeding with or completing the PROJECT within the aforesaid term of the FILL EASEMENT, such term shall be

extended from day to day until such prohibition, or physical conditions, has/have been removed and such construction has been finally completed.

3. Prior to the issuance of the ORDER TO PROCEED, the NRD and the CONTRACTOR may enter the FILL EASEMENT AREA from time to time to conduct investigations, surveys, bid showings and other activities preliminary to construction of the PROJECT.

~~4. CFHJR and FITZPATRICK shall jointly and severally defend, indemnify and hold harmless the CONTRACTOR and the NRD from and against any and all liability, causes of action and claims for damages to the FILL EASEMENT AREA or to crops growing therein, during the term of the FILL EASEMENT.~~

JOH
MKZ

5. Prior to depositing un-compacted FILL MATERIAL in any sub-area of the FILL EASEMENT AREA, the CONTRACTOR shall clear and grub the existing vegetation from such sub-area; then the CONTRACTOR shall excavate, and stockpile elsewhere in the FILL EASEMENT AREA the top 8 to 12 inches of organic soil below the grubbing in such sub-area; then the CONTRACTOR shall scarify and, if determined necessary (in order to create cohesion between existing soil and new fill), the CONTRACTOR shall bench the slopes in such sub-area that are steeper than 5h:1v; then the CONTRACTOR shall deposit and compact FILL MATERIAL in such sub-area of the FILL EASEMENT AREA in approximately 6 to 9 inch lifts. The NRD shall test placed FILL MATERIAL daily for compaction and moisture content and shall promptly fax such test results to CFHJR'S and FITZPATRICK'S representatives designated in paragraph 16 of THIS AGREEMENT. After completion of deposition and compaction of FILL MATERIAL in a sub-area of the FILL EASEMENT AREA, the CONTRACTOR shall place a final layer of at least 8 inches of the stockpiled organic soil onto the compacted FILL MATERIAL in such portion of the FILL EASEMENT AREA. The NRD shall obtain the CONTRACTOR'S compliance with all terms and conditions of the GRADING AND DRAINAGE PLAN.

6. After issuance of the ORDER TO PROCEED, and until termination of the term of this FILL EASEMENT, or until final completion of construction of the DRAINAGE IMPROVEMENTS by the CONTRACTOR in the FILL EASEMENT AREA (whichever occurs first), GRANTOR and its officers, agents, employees and contractors may enter the FILL EASEMENT AREA to apply herbicides and other agricultural chemicals, or plant cover vegetation, in the portions of the FILL EASEMENT AREA that have received their final layer of stockpiled organic soil and that are not needed by the CONTRACTOR for ingress and egress, equipment parking, or other PROJECT purpose.

7. The EASEMENT shall also include the temporary right of the NRD and its CONTRACTOR to construct, operate, maintain, repair, replace and use, in the FILL EASEMENT AREA, such temporary fencing, drainage devices and other temporary measures as the NRD determines convenient to facilitate its use of the FILL EASEMENT AREA to the maximum legal extent.

8. Commencing on the NRD'S completion of construction of the DRAINAGE IMPROVEMENTS, or on termination of the FILL EASEMENT, whichever occurs first, CFHJR and FITZPATRICK, for themselves and their successors

and assigns, as a covenant running with the land, shall permanently operate, maintain and repair the DRAINAGE IMPROVEMENTS in a good and workmanlike manner and in "as -built" condition, or such other condition as the City of Omaha may require or permit, at their own and sole cost and expense.

9. The consideration recited herein shall constitute payment in full for all damages sustained by CFHJR and FITZPATRICK by reason of the exercise by the NRD of the rights or privileges herein expressly granted or reasonably implied.

10. CFHJR and FITZPATRICK covenant, jointly and severally, that they own the FILL EASEMENT AREA and have good right to grant this FILL EASEMENT over the same; that the FILL EASEMENT AREA is free and clear of all liens and encumbrances except as noted at the foot of this instrument; and, that they warrant and will defend the NRD'S right and entitlement to the FILL EASEMENT against the lawful claims and demands of all persons whomsoever.

11. CFHJR and FITZPATRICK waive compliance by the NRD with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. §§. 25-2501, et seq.).

12. CFHJR and FITZPATRICK warrant that no verbal or written representations or inducements have been made or given by the NRD, or by any of its officers, agents, employees or contractors, other than as recited in this AGREEMENT.

13. THIS AGREEMENT shall be binding on the parties and their heirs, successors, assigns, lessees and permittees.

14. THIS AGREEMENT shall not merge, or be deemed to have merged, in any of the other documents executed by or with respect to the CLOSING.

15. Whenever pursuant to this AGREEMENT the approval of CFHJR and/or FITZPATRICK is called for, the authority for any such approval shall be presumed by the NRD if such approval is granted or endorsed in writing by the persons who, respectively, have executed THIS AGREEMENT on behalf of CFHJR and FITZPATRICK. Whenever pursuant to this AGREEMENT the approval of the NRD is called for, the authority for any such approval shall be presumed if such approval is granted or endorsed in writing by the NRD'S General Manager.

16. All notices, demands, writings, supplements, payments or other things which are required or permitted by the terms of THIS AGREEMENT to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed as set forth below, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

CFHJR:

John Heine

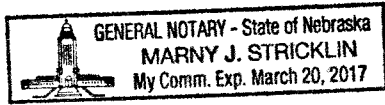
11301 Dumput Street, Omaha, NE 68154

FITZPATRICK:

William C. Graft

2800 W Higgins Rd Ste 980
Hoffman Estates, IL 60169-7229

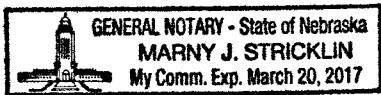
THIS INSTRUMENT was acknowledged before me on this 6th day of January, ~~2013~~ ²⁰¹⁴, by John Heine, Manager of CFHJR, LLC, a Nebraska limited liability company, for and on behalf of the limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

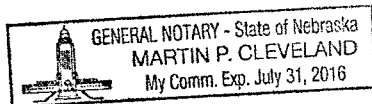
THIS INSTRUMENT was acknowledged before me on this 14 day of January, ~~2013~~ ²⁰¹⁴, by Mary K. Fitzpatrick, Manager of FITZPATRICK PROPERTY, LLC, for and on behalf of the limited liability company



[Signature]
NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Sarge)

The foregoing instrument was acknowledged before me on this 30th day of December, 2013, by JOHN WINKLER, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, for and on behalf of the district.



[Signature]
NOTARY PUBLIC

**LEGAL DESCRIPTION
TRACT 2**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N02°32'15"W, A DISTANCE OF 114.80' TO A POINT OF INTERSECTION WITH A SOUTH RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N02°32'15"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,210.95' TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE N87°30'12"E, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,317.12' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°34'55"E, ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,196.31' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE S73°31'25"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 101.16' TO A POINT; THENCE S87°57'49"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1,219.91' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,601,272.46 SQUARE FEET OR 36.76 ACRES, MORE OR LESS.

Monday, September 16, 2013
F:\Projects\007-0823\SVYO\Documents\Easements\007-0823_HEINE-TRACT-2.doc

**LEGAL DESCRIPTION
FEE TITLE TRACT**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL LOCATED IN SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST; THENCE WESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF S87°37'34"W, A DISTANCE OF 193.61' TO A POINT OF INTERSECTION WITH A WEST RIGHT-OF-WAY LINE OF 204TH STREET; THENCE S03°18'20"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 591.54' TO A POINT; THENCE S86°44'12"W, A DISTANCE OF 364.55' TO A POINT; THENCE S67°43'21"W, A DISTANCE OF 103.77' TO A POINT; THENCE S56°01'59"W, A DISTANCE OF 197.85' TO THE TRUE POINT OF BEGINNING; THENCE S12°57'54"E, A DISTANCE OF 385.07' TO A POINT; THENCE S36°49'18"E, A DISTANCE OF 848.17' TO A POINT; THENCE S00°45'37"W, A DISTANCE OF 164.59' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF WEST CENTER STREET; THENCE S87°59'57"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 108.49' TO A POINT; THENCE S46°19'20"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 554.48' TO A POINT; THENCE N43°40'40"W, A DISTANCE OF 388.44' TO A POINT; THENCE N17°59'52"W, A DISTANCE OF 681.69' TO A POINT; THENCE N31°24'03"W, A DISTANCE OF 83.27' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE S87°14'15"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 32.83' TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE N02°34'55"W, ON A EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 59.76' TO A POINT; THENCE N43°27'30"W, A DISTANCE OF 323.92' TO A POINT; THENCE N66°44'58"W, A DISTANCE OF 385.35' TO A POINT; THENCE N31°57'12"W, A DISTANCE OF 74.43' TO A POINT; THENCE N15°53'28"E, A DISTANCE OF 299.15' TO A POINT; THENCE S76°40'13"E, A DISTANCE OF 253.16' TO A POINT; THENCE N86°03'15"E, A DISTANCE OF 213.75' TO A POINT; THENCE N53°08'03"E, A DISTANCE OF 171.21' TO A POINT; THENCE S78°27'42"E, A DISTANCE OF 292.78' TO A POINT; THENCE S38°13'47"E, A DISTANCE OF 186.00' TO A POINT; THENCE S12°57'54"E, A DISTANCE OF 46.65' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,337,621.75 SQUARE FEET OR 30.71 ACRES, MORE OR LESS.

Wednesday, September 25, 2013
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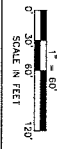
- GRADING PLAN NOTES**
1. CLEAR AND GRUB EXISTING VEGETATION WITHIN LIMITS OF CONSTRUCTION.
 2. EXCAVATE AND STOCKPILE TOP 8 INCHES AS TOPSOIL.
 3. SPAREY THE UPPER 8 INCHES OF SUBGRADE VEGEATRE CONDITION, AND RECOMPACT BEFORE PLACING NEW FILL.
 4. SUBGRADE SLOPES GREATER THAN 5:1 (H:V) SHALL BE BENCHMARK LESS THAN 3 (7) PRIOR TO THE PLACEMENT OF NEW FILL.
 5. PLACE AND COMPACT STRUCTURAL FILL IN 6 TO 9 INCH LIFTS.
 6. STRUCTURAL FILL MUST BE TESTED DAILY AND MEET 98% COMPRESSION (ASTM D698 STANDARD PROCTOR) AND BE PLACED AT 4 INCH MAXIMUM SPREADS.
 7. ON COMPLETED FILL, PLACE AT LEAST 18 INCHES OF STOCKPILED TOPSOIL BACK TO ORIGINAL SURFACE.
 8. POST CONSTRUCTION SETTLEMENT SHALL BE MONITORED FOR 60 DAYS AND ANY POST-SETTLEMENT CHECKS WILL BE REPAIRED.

TOE OF SLOPE ALIGNMENT

NO.	STATION	NORTHING	EASTING	LENGTH	RADIUS
L23	0+00.00	534136.75	2879130.32	69.25	
L24	0+09.25	534078.53	2879179.99	44.86	
L25	0+18.50	533974.12	2879238.11	32.28	
L26	0+27.75	533870.75	2879302.02	170.77	
L27	0+37.00	533770.75	2879355.92	148.97	
L28	0+46.25	533672.72	2879408.42	38.17	
L29	0+55.50	533576.06	2879470.88	67.43	
L30	0+64.75	533481.89	2879542.98	146.41	
L31	0+74.00	533389.82	2879625.04	101.17	
L32	0+83.25	533299.74	2879717.64	28.25	
L33	0+92.50	533211.78	2879819.17	65.04	
L34	1+01.75	533125.94	2879934.13	89.78	
L35	1+11.00	533042.18	2880064.08	281.57	

LEGEND

- 1:20 --- EXISTING MAJOR CONTOURS
- 1:20 --- PROPOSED MAJOR CONTOURS
- 1:20 --- EXISTING MINOR CONTOURS
- 1:20 --- PROPOSED MINOR CONTOURS
- --- LIMITS OF CONSTRUCTION
- --- ACCESS EASEMENT
- SS --- SANITARY SEWER
- --- UNDERGROUND DRAINAGE
- P-OH --- OVERHEAD POWER
- --- PROPERTY BOUNDARY
- --- STOCKPILE AREA
- --- EXISTENT BOUNDARY
- --- FENCE BOUNDARY
- --- SOIL BORINGS



Diggers Hotline
 of Nebraska
 800-368-8777
 402-442-2222
 402-442-2222
 402-442-2222
 402-442-2222

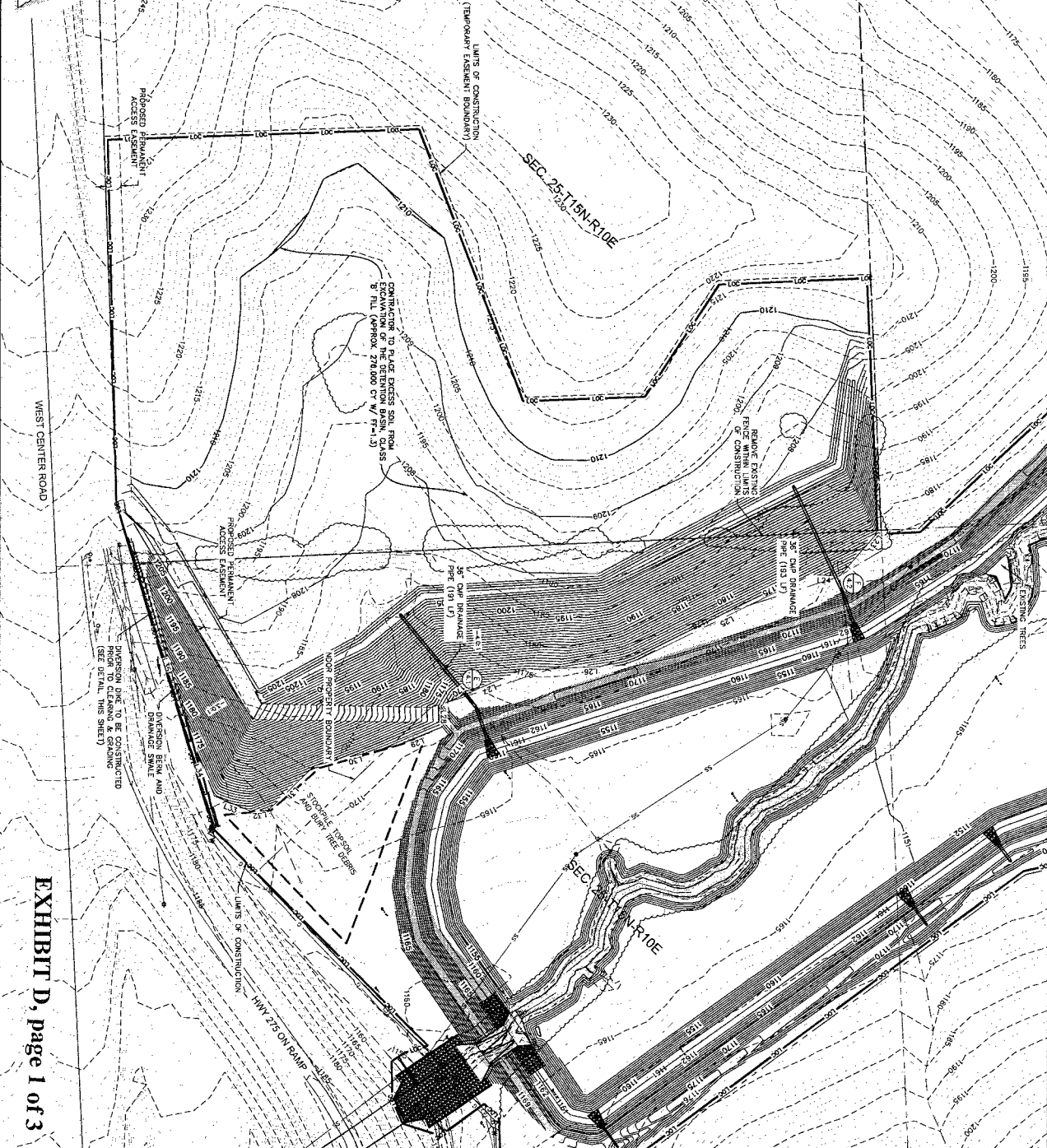


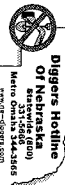
EXHIBIT D, page 1 of 3

EXCESS SOIL GRADING PLAN		DATE		REVISIONS DESCRIPTION	
ZORINSKY WATER QUALITY BASIN #1		NO.		NO.	
OMAHA, NEBRASKA		2013		REVISIONS	

MOLSSON ASSOCIATES

2111 South 67th Street
 Omaha, NE 68106

TEL 402.341.1116
 FAX 402.341.1836
 www.molsson.com



NOTE:
 CONTRACTOR SHALL USE ALUMINUM OR
 POWDER COATED CHIPS AND SHALL
 SUBMIT SHOP DRAWINGS FOR ALL CHIPS.

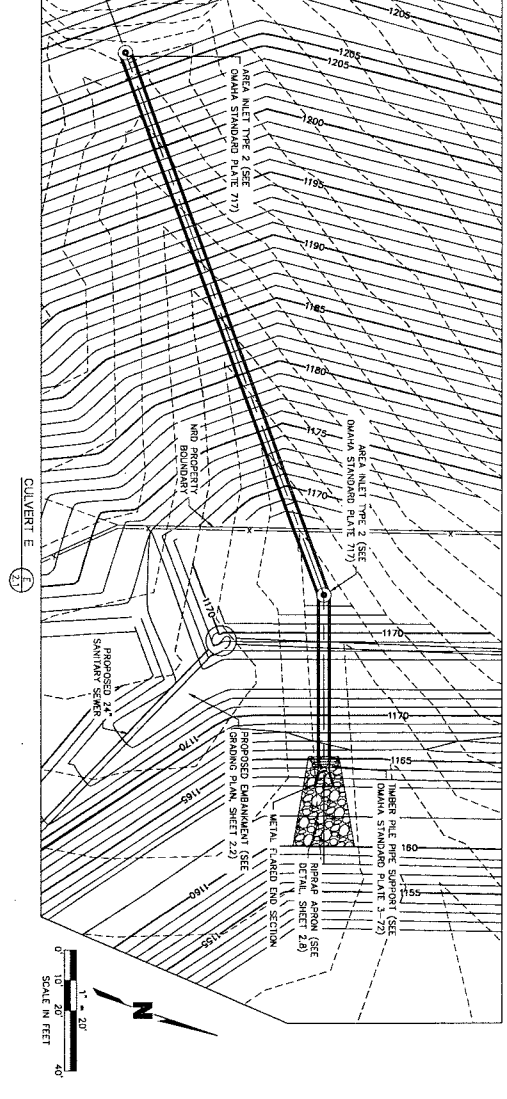
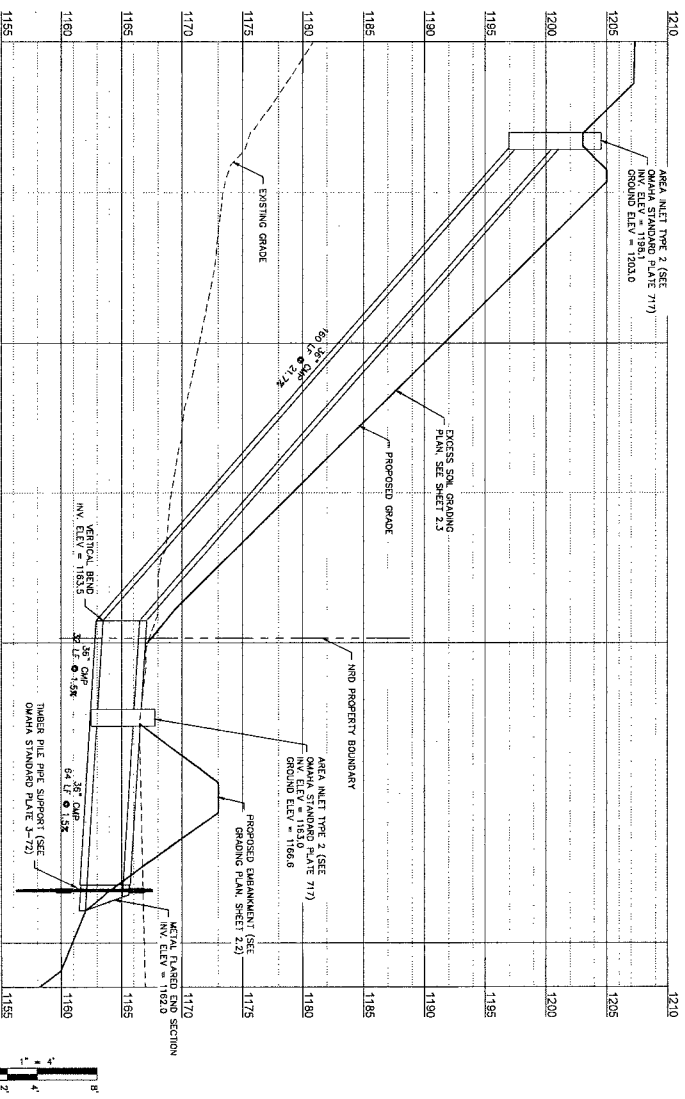
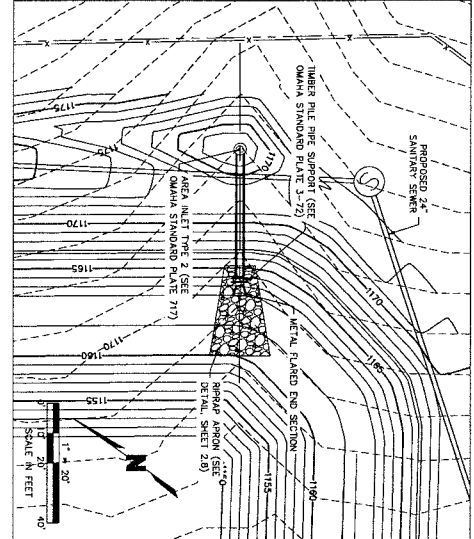
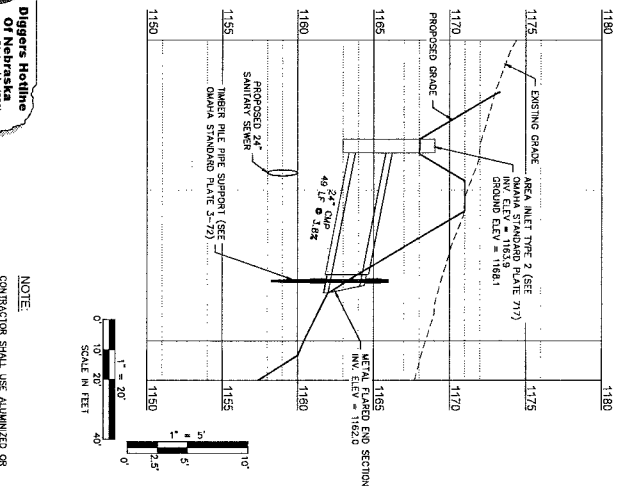
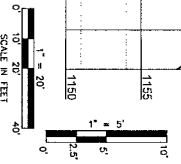
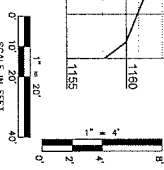


EXHIBIT D, page 2 of 3



STORM SEWER PLAN & PROFILE		REV. NO.	DATE	REVISIONS DESCRIPTION
ZORINSKY WATER QUALITY BASIN #1				
OMAHA, NEBRASKA		2013		

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SIGNED ON 12/27/13 WOODWARD, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEBRASKA E-12037 THE NEBRASKA BOARD OF ENGINEERING HAS REVIEWED THIS DOCUMENT FOR COMPLIANCE WITH THE REQUIREMENTS OF THE NEBRASKA ENGINEERING ACT AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE ACT AND IS IN FULL COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS.	SHEET 4.1
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MOLSSON ASSOCIATES

1111 South 67th Street
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.1305
 www.mcolsson.com

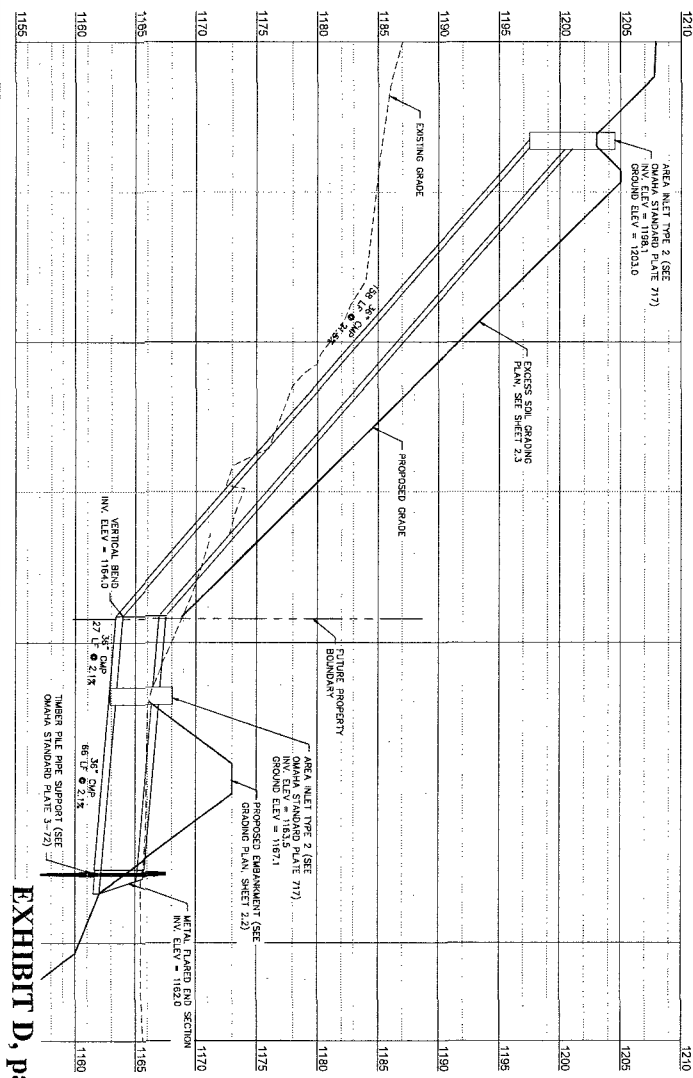
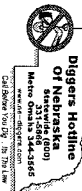
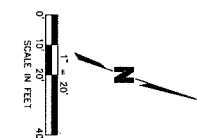
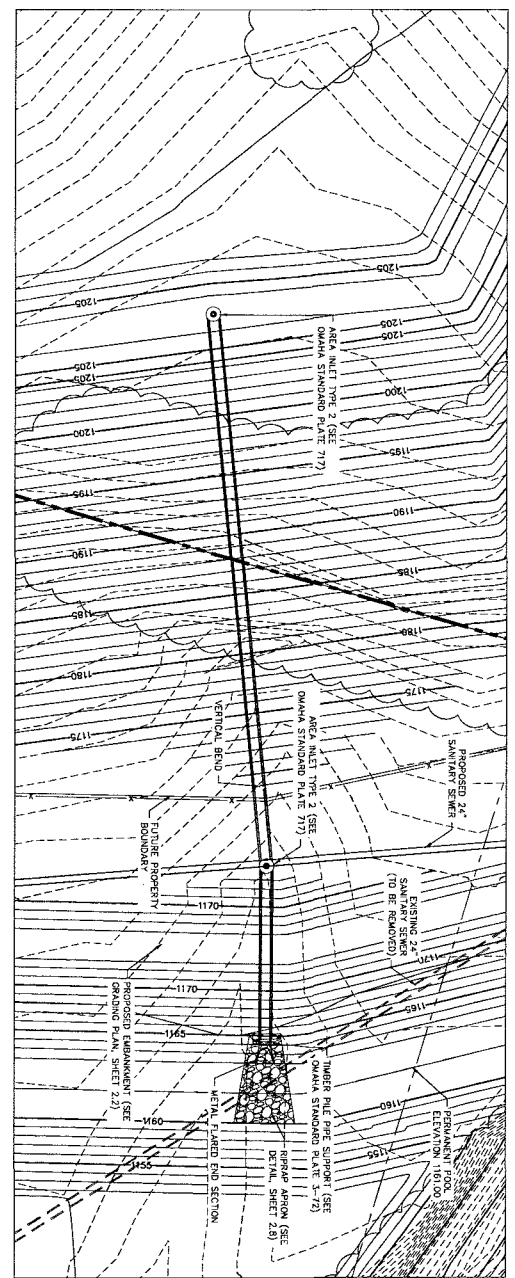
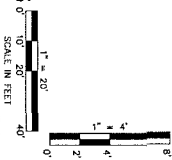


EXHIBIT D, page 3 of 3



NOTE:
 CONTRACTOR SHALL USE ALUMINIZED OR POLYMER COATED CIP'S AND SHALL SOUP'N SHOP DRAWINGS FOR ALL CIP'S.

SHEET 4.2	STORM SEWER PLAN & PROFILE	REV NO DATE REVISIONS DESCRIPTION	THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED ON 07/27/13 BY PAUL WOODWARD, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEBRASKA E-12037. THE NEBRASKA LICENSE IS A CONDITION OF EMPLOYMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.
	ZORINSKY WATER QUALITY BASIN #1	REVISIONS	
OMAHA, NEBRASKA	2013	211 South 67th Street Omaha, NE 68136 TEL: 402.341.1116 FAX: 402.341.5855 www.olsonandding.com	

**LEGAL DESCRIPTION
REMNANT TRACT**

A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST; THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N02°34'55"W, A DISTANCE OF 126.48' TO A POINT OF INTERSECTION A NORTH RIGHT-OF-WAY LINE OF WEST CENTER STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N02°34'55"W, ON SAID LINE, A DISTANCE OF 1,196.30' TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE N87°14'15"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 32.83' TO A POINT; THENCE S31°24'03"E, A DISTANCE OF 83.27' TO A POINT; THENCE S17°59'52"E, A DISTANCE OF 681.69' TO A POINT; THENCE S43°40'40"E, A DISTANCE OF 388.44' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF WEST CENTER STREET; THENCE S46°19'20"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 99.43' TO A POINT; THENCE S73°26'18"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 447.84' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 277,490.28.45 SQUARE FEET OR 6.37 ACRES, MORE OR LESS.

Wednesday, September 25, 2013
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