



BK 1393 PG 331-338



MISC 2001 11910

RICHARD M. TINKLE
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 AUG -7 PM 1:26

RECEIVED

**SEWER EASEMENT
(INDIVIDUAL and PARTNERSHIP)**

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section
(«ROW_Agent», R/W Agent)

MISC
8
7
EE 401 FB 01-6000
BKP-26-15-116/0 COMP
DEL SCAN CV FV

FOR OFFICE USE ONLY
Project: Pacific Street, 147th Street to
Fountain Hills Drive
City Proj. No.: SP 93-17
Tract No.: 52
Address: 14411 Pacific Street
Omaha, Nebraska 68154

KNOW ALL MEN BY THESE PRESENTS:

THAT Arvin V. DeMarco, Louise A. DeMarco, Lynn I. DeMarco and Peter R. DeMarco, Trustees of the Lynn DeMarco Testamentary Trust, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Thousand Five Hundred dollars (\$1,500.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Omaha, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a permanent sewer easement for the right to construct, maintain and/or operate a sewer, 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, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY 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, 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 GRANTOR, his heirs, successors or assigns.
- 2) That CITY 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 any of said construction and work.
- 4) That CITY 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 himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR 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 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 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.

PERMANENT SEWER EASEMENT
 Page Two (2)
 Lynn DeMarco Testamentary Trust
 Tract No. 52

- 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 GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and in a Purchase Agreement.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 9
 day of December, 2000.

INDIVIDUAL

Arvin DeMarco
 Arvin V. DeMarco, Trustee

Louise A. DeMarco
 Louise A. DeMarco, Trustee

Lynn I. DeMarco
 Lynn I. DeMarco, Trustee

Peter R. DeMarco
 Peter R. DeMarco, Trustee

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 22 day of Sept, 2000, before me, a Notary Public, in and for said County, personally came the above named Arvin V. DeMarco, Trustee of the Lynn DeMarco Testamentary Trust, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated.

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

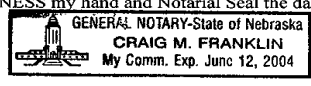
Notary Seal 

Angela L. Brookhouser
 NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 22 day of SEPTEMBER, 2000, before me, a Notary Public, in and for said County, personally came the above named Louise A. DeMarco, Trustee of the Lynn DeMarco Testamentary Trust, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated.

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

Notary Seal 

Craig M. Franklin
 NOTARY PUBLIC

STATE OF NEBRASKA) KANSAS
COUNTY OF DOUGLAS) SS JOHNSON

On this 9th day of December, 2000, before me, a Notary Public, in and for said County, personally came the above named Lynn I. DeMarco, Trustee of the Lynn DeMarco Testamentary Trust, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated.

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



Tena R. Klopfenstein
NOTARY PUBLIC

Notary Seal _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 29 day of August, 2000, before me, a Notary Public, in and for said County, personally came the above named Peter R. DeMarco, Trustee of the Lynn DeMarco Testamentary Trust, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated.

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

Richard D. Cooper
NOTARY PUBLIC

Notary Seal _____

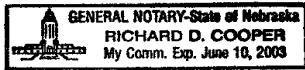


Exhibit "A"

LAND ACQUISITION LEGAL DESCRIPTION

Part of the N ½ of Section 26, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NW corner of the NE ¼ of the NW ¼ of said Section 26; thence South for a distance of 10.058 m (33.00 feet) to the point of beginning; thence East along the south right-of-way line of Pacific Street for a distance of 806.631 m (2,646.40 feet); thence South for a distance of 5.182 m (17.00 feet); thence West and parallel to Pacific Street for a distance of 635.538m (2,085.07 feet); thence Southwesterly for a distance of 18.374 m (60.28 feet) to a point being 7.010 m (23.00 feet) South of the south right-of-way line of Pacific Street; thence West and parallel to Pacific Street for a distance of 18.258 m (59.90 feet); thence Northwesterly for a distance of 18.374 m (60.28 feet) to a point being 5.182 m (17.00 feet) South of the south right-of-way line of Pacific Street; thence West for a distance of 116.231 m (381.33 feet); thence North for a distance of 5.182 m (17.00 feet) to the point of beginning, except for existing permanent sewer easement.

Also, part of NE ¼ of said Section 26 described as follows: Commencing at the NE corner of said Section 26; thence South along the section line for a distance of 19.812 m (65.00 feet); thence West for a distance of 38.100 m (125.00 feet) to the NE property corner; thence continuing West along the south right-of-way line of Pacific Street for a distance of 18.206 m (59.73 feet); thence North for a distance of 1.829 m (6.00 feet) to the point of beginning; thence West and parallel to Pacific Street for a distance of 50.292 m (165.00 feet); thence North for a distance of 1.829 m (6.00 feet); thence East along the south right-of-way line of Pacific Street for a distance of 50.292 m (165.00 feet); thence South for a distance of .829 m (6.00 feet) to the point of beginning.

PERMANENT EASEMENT LEGAL DESCRIPTION

Part of the NE ¼ of the NW 1/4 of Section 26, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NW corner of the NE ¼ of the NW ¼ of said Section 26; thence South along the ¼ ¼ line of said Section 26 for a distance of 15.240 m (50.00 feet) to the point of beginning; thence East and parallel to the south right-of-way of Pacific Street for a distance of 3.048 m (10.00 feet); thence South for a distance of 3.658 m (12.00 feet); thence West and parallel to Pacific Street for a distance of 3.048 m (10.00 feet); thence North for a distance of 3.658 m (12.00 feet) to the point of beginning.

Also, part of the NE ¼ of the NW 1/4 of said Section 26 described as follows: Commencing at the NE corner of said NW ¼ of said Section 26; thence South along the ¼ section line for a distance of 15.240 m (50.00 feet); thence West and parallel to Pacific Street for a distance of 15.1683 m (49.76 feet) to the point of beginning, said point being on the centerline of Permanent Easement; thence along the centerline on a deflection angle to the left of 47 degrees 32 minutes 02 seconds for a distance of 10.2022 m (33.47 feet) to the point of curve; thence for a distance of 5.936 m (19.475 feet) on a curve to the right having a radius of 10.628 m (34.87 feet) and a central angle of 32 degrees 00 minutes 00 seconds to the point of tangency; thence continuing from the point of tangency for a distance of 6.95 m (22.80 feet) to a point, said Permanent Easement having a width of 9.144 m (30.00 feet) with 4.572 m (15.00 feet) on each side of said centerline, except for existing permanent sewer easement.

CITY OF OMAHA Public Works Department

| | | | | | | | |
|---|--|--|--------------------------------------|--|---------------------------------------|--|---------------------------------|
| Owner(s): Trustees of the Lynn DeMarco Testamentary Trust Address: 14411 Pacific Street Omaha, NE 68154 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>Land Acquisition = _____ 46,698 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = _____ 1,854 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = _____ S.F.</td> </tr> </table> | | Land Acquisition = _____ 46,698 S.F. | | Permanent Easement = _____ 1,854 S.F. | | Temporary Easement = _____ S.F. |
| | Land Acquisition = _____ 46,698 S.F. | | | | | | |
| | Permanent Easement = _____ 1,854 S.F. | | | | | | |
| | Temporary Easement = _____ S.F. | | | | | | |
| Project No. S.P. 93-17 | Project Name: Pacific Street | | | | | | |
| Tract No. 52 | Date Prepared: 4-12-99 | | | | | | |
| Revision Date(s): | Page 1 of 5 | | | | | | |

Exhibit "A"

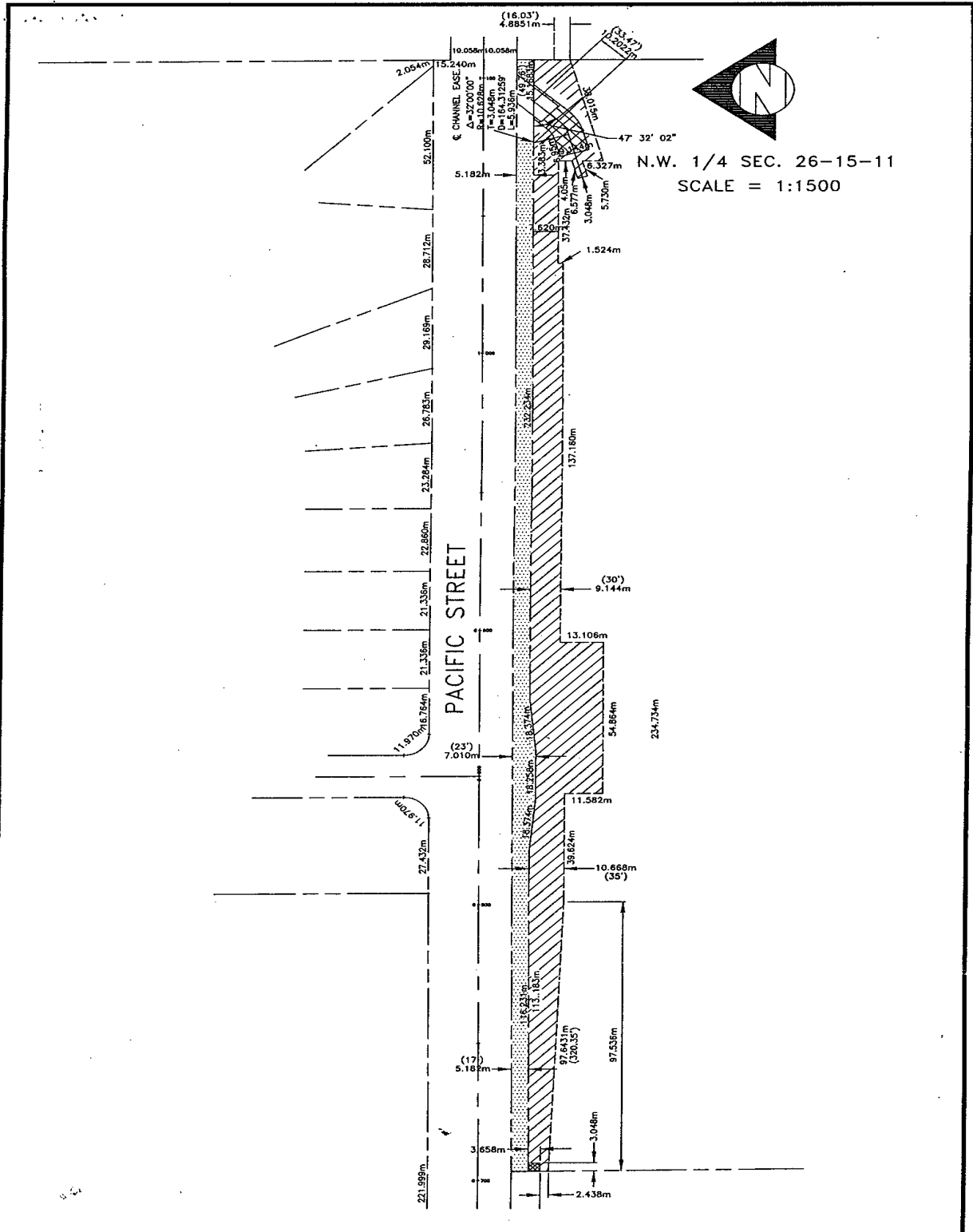
TEMPORARY EASEMENT LEGAL DESCRIPTION

Part of the N ½ of Section 26, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NW corner of the NE ¼ of the NW ¼ of said Section 26; thence South along the ¼ ¼ line of said Section 26 for a distance of 15.240 m (50.00 feet) to the point of beginning; thence East and parallel to Pacific Street for a distance of 116.231m (381.33 feet); thence Southeasterly for a distance of 18.374 m (60.28 feet) to a point being 7.010 m (23.00 feet) South of the right-of-way line of Pacific Street; thence East and parallel to Pacific Street for a distance of 18.258 m (59.90 feet); thence Northeasterly for a distance of 18.374 m (60.28 feet) to a point being 5.182m (17.00 feet) South of the right-of-way line of Pacific Street; thence East and parallel to Pacific Street for a distance of 877.280 m (2,878.18 feet); thence South for a distance of 1.219 m (4.00 feet); thence West and parallel to Pacific Street for a distance of 127.126 m (417.08 feet) to a point; thence Southwesterly for a distance of 23.105 m (75.80 feet) to a point being 22.860 m (75.00 feet) West and 3.353 m (11.00 feet) South of the last referenced point; thence West and parallel to Pacific Street for a distance of 33.528 m (110.00 feet); thence South for a distance of 1.524 m (5.00 feet); thence West and parallel to Pacific Street for a distance of 220.00 m (721.78 feet); thence South for a distance of 15.240 m (50.00 feet); thence West and parallel to Pacific Street for a distance of 60.960 m (200.00 feet); thence North for a distance of 13.716 m (45.00 feet); thence West and parallel to Pacific Street for a distance of 94.488 m (310.00 feet); thence North for a distance of 1.524 m (5.00 feet); thence West and parallel to Pacific Street for a distance of 86.312 m (283.17 feet) to a point on the ¼ line of said Section 26; thence South along said ¼ line for a distance of 4.885 m (16.03 feet); thence Southwesterly and parallel to the above referenced Permanent Easement extended centerline for a distance of 38.015 m (124.72 feet); thence North for a distance of 6.327 m (20.76 feet); thence Southwesterly and parallel to said extended centerline for a distance of 5.730 m (18.80 feet), said line being 1.524 m (5.00 feet) offset from said centerline; thence Northwesterly and at 90 degrees to said extended centerline for a distance of 3.048 m (10.00 feet); thence Northeasterly and parallel to said extended centerline for a distance of 6.577 m (21.58 feet), said line being 1.524 m (5.00 feet) offset from said centerline; thence North for a distance of 4.05 m (13.29 feet) to a point 12.802 m (42.00 feet) South of the south right-of-way line of Pacific Street; thence West and parallel to Pacific Street for a distance of 37.432 m (122.81 feet); thence South for a distance of 1.524 m (5.00 feet); thence West and parallel to Pacific Street for a distance of 137.160 m (450.00 feet); thence South for a distance of 13.106 m (43.00 feet); thence West and parallel to Pacific Street for a distance of 54.864 m (180.00 feet); thence North for a distance of 11.582 m (38.00 feet); thence West and parallel to Pacific Street for a distance of 39.624 m (130.00 feet) to a point being 97.536 m (320.00 feet) East of the ¼ ¼ line of said Section 26; thence Northwesterly for a distance of 97.643 m (320.35 feet) to said ¼ ¼ line; thence North for a distance of 6.096 m (20.00 feet) to the point of beginning, except for that part taken for Permanent Easement.



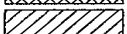
Also, part of NE ¼ of said Section 26 described as follows: Commencing at the NE corner of said Section 26; thence South along the section line for a distance of 19.812 m (65.00 feet); thence West for a distance of 38.100 m (125.00 feet) to the NE property corner; thence continuing West along the south right-of-way line of Pacific Street for a distance of 18.206 m (59.73 feet) to the point of beginning; thence continuing West and parallel to Pacific Street for a distance of 67.056 m (220.00 feet); thence North for a distance of 4.572 m (15.00 feet) to a point on the south right-of-way of Pacific Street; thence East along the south right-of-way line of Pacific Street for a distance of 16.764 m (55.00 feet); thence South for a distance of 2.743 m (9.00 feet); thence East and parallel to Pacific Street for a distance of 50.292 m (165.00 feet); thence South for a distance of 1.829 m (6.00 feet) to the point of beginning.

CITY OF OMAHA Public Works Department

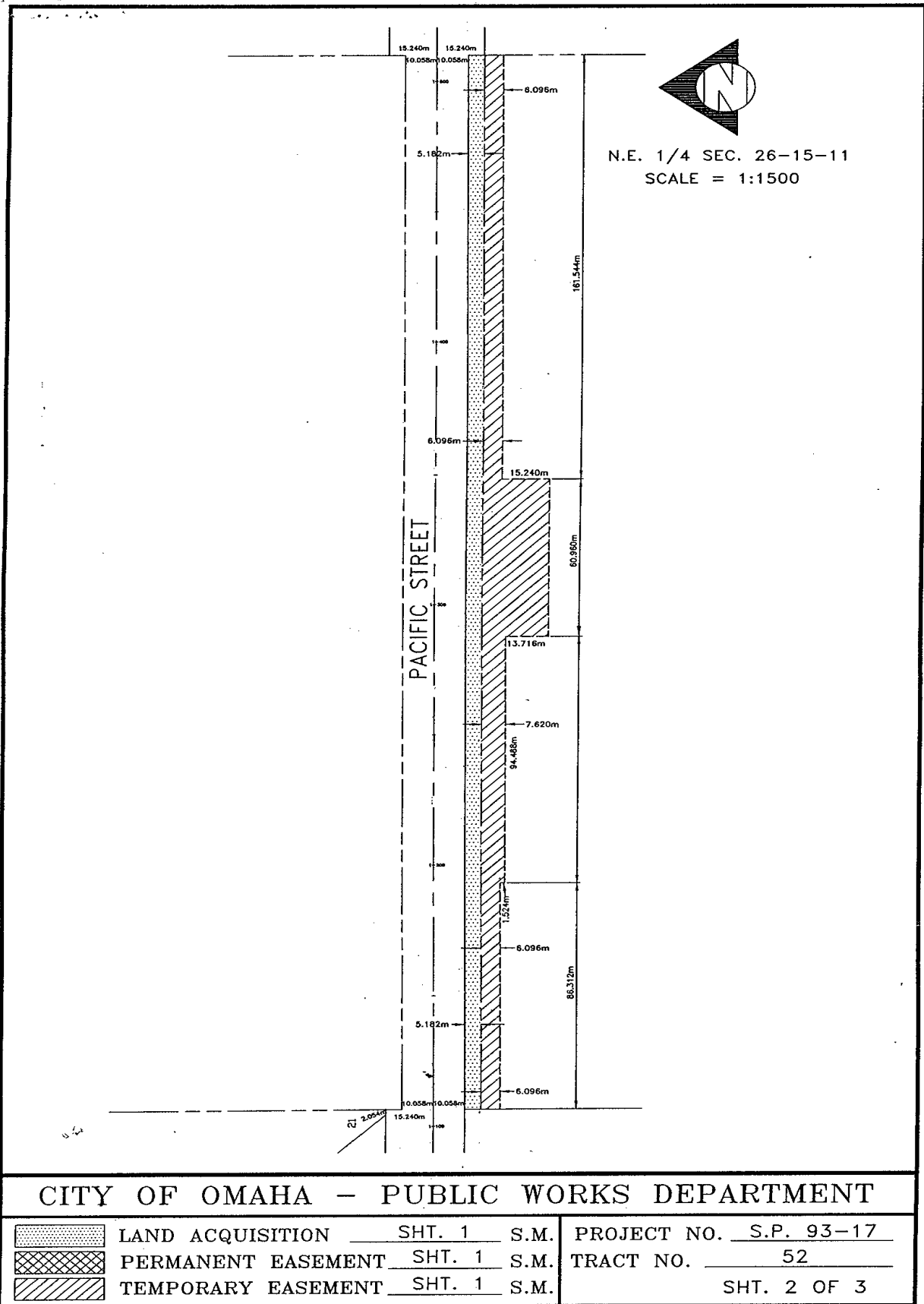
| | | | | | | | |
|---|--|-------------------------------|---|--------------------------|---------------------------------|--|--|
| Owner(s): Trustees of the Lynn De Marco Testamentary Trust Address: 14411 Pacific Street Omaha, NE 68154 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>Land Acquisition = _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = _____ 94,182 S.F.</td> </tr> </table> | | Land Acquisition = _____ S.F. | | Permanent Easement = _____ S.F. | | Temporary Easement = _____ 94,182 S.F. |
| | Land Acquisition = _____ S.F. | | | | | | |
| | Permanent Easement = _____ S.F. | | | | | | |
| | Temporary Easement = _____ 94,182 S.F. | | | | | | |
| Project No. S.P. 93-17 | Project Name: Pacific Street | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Tract No. 52</td> <td style="width: 50%;">Date Prepared: 4-12-99</td> </tr> </table> | Tract No. 52 | Date Prepared: 4-12-99 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Revision Date(s):</td> <td style="width: 30%; text-align: right;">Page 2 of 5</td> </tr> </table> | Revision Date(s): | Page 2 of 5 | | |
| Tract No. 52 | Date Prepared: 4-12-99 | | | | | | |
| Revision Date(s): | Page 2 of 5 | | | | | | |

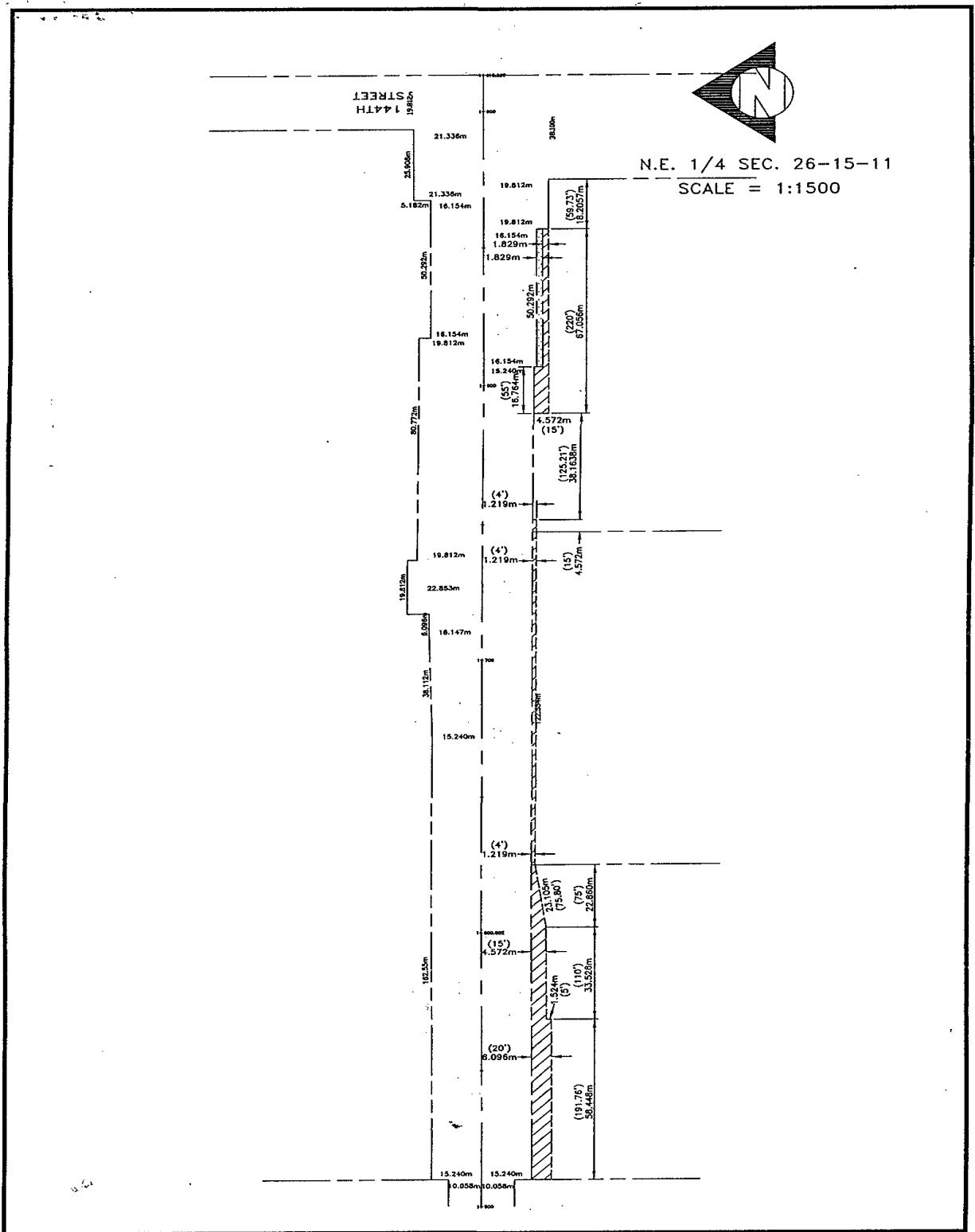


CITY OF OMAHA – PUBLIC WORKS DEPARTMENT

| | | | |
|---|--------------------|------------|------|
|  | LAND ACQUISITION | -46,698- | S.F. |
| | | -4338.358- | S.M. |
|  | PERMANENT EASEMENT | -1854- | S.F. |
| | | -172.151- | S.M. |
|  | TEMPORARY EASEMENT | -94,182- | S.F. |
| | | -8749.751- | S.M. |

| | |
|-------------|------------|
| PROJECT NO. | S.P. 93-17 |
| TRACT NO. | 52 |
| SHT. 1 OF 3 | |





| | | | |
|--|--------------------|-------------------------------|------|
| CITY OF OMAHA – PUBLIC WORKS DEPARTMENT | | | |
| | LAND ACQUISITION | SHT. 1 | S.M. |
| | PERMANENT EASEMENT | SHT. 1 | S.M. |
| | TEMPORARY EASEMENT | SHT. 1 | S.M. |
| | | PROJECT NO. <u>S.P. 93-17</u> | |
| | | TRACT NO. <u>52</u> | |
| | | SHT. 3 OF 3 | |