



MISC 2003154120

RICHARD N TAKECHI  
REGISTER OF DEEDS  
JUL 2003 11:15



AUG 14 2003 15:12 P 6

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

*F* *misc* FEE *36.00* FB *OC - 29170*  
*6* BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *AA*  
*12* DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Temp. 12.4.01

Return to :  
E & A Consulting Group  
12001 Q Street  
Omaha NE 68137

## PERMANENT DRAINAGE EASEMENT

*KNOW ALL MEN BY THESE PRESENTS:*

THAT PAC 180, L.L.C. hereinafter referred to as GRANTOR, (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 486, 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 owner donates 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 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) 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.

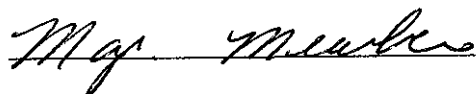
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and S&ID and their assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to 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 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 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 said GRANTOR has or have hereunto set his or their hand(s) this 13<sup>TH</sup>  
day of AUGUST, 2003.

**INDIVIDUAL and/or PARTNERSHIP**



PAC 180, L.L.C.



**ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 13<sup>TH</sup> day of AUGUST, 2003

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

Tom Falcone, Managing Member

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.

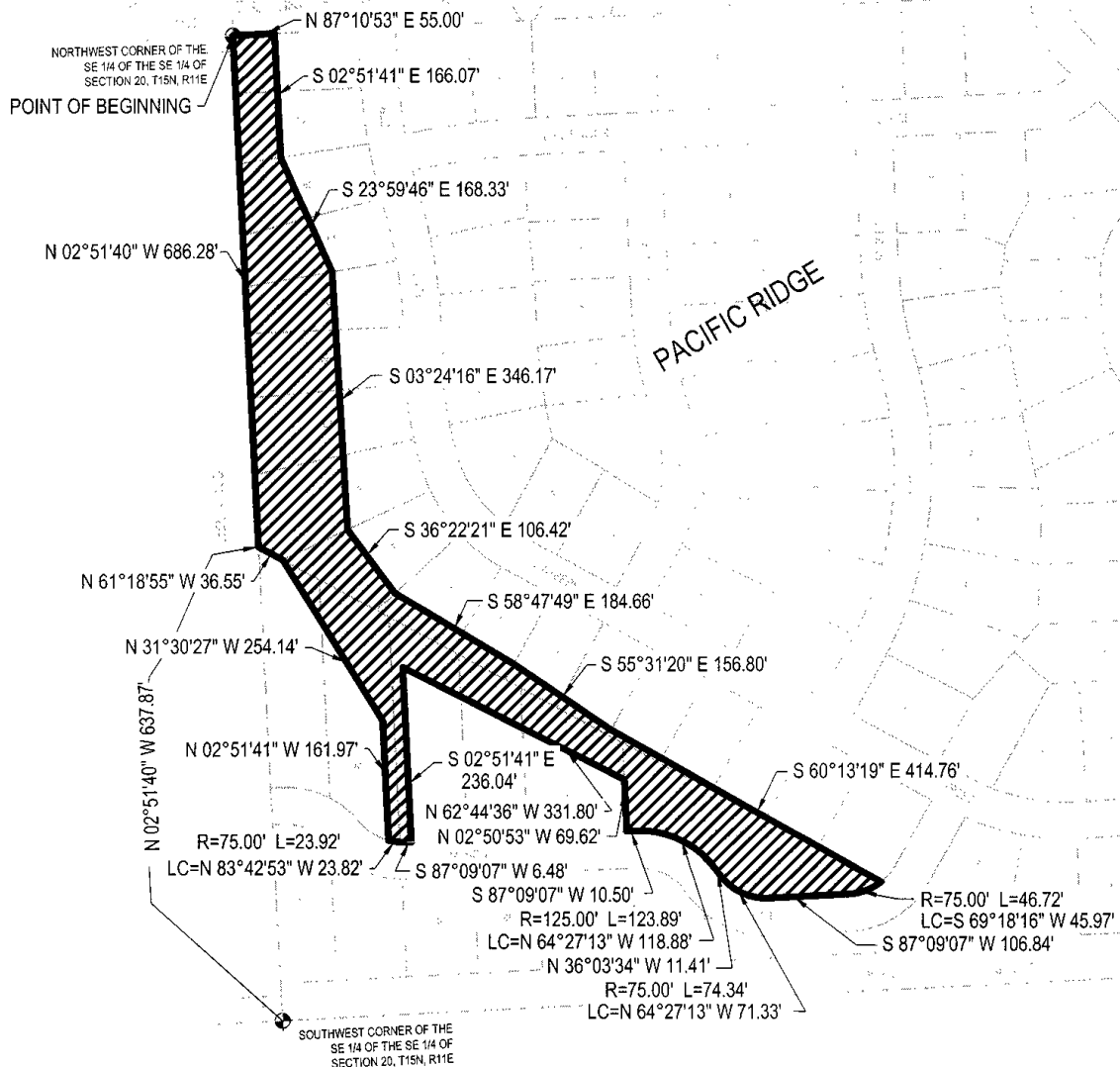
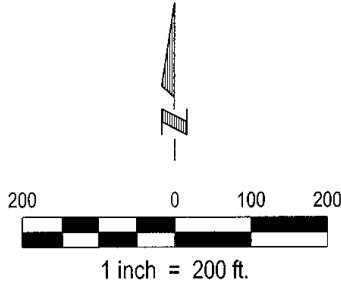


Homer R. Hunt  
NOTARY PUBLIC

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Notary Seal

# EXHIBIT "A"



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SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12801 G STREET, OMAHA, NE 68137, PHONE: (402) 595-4700

Drawn by: LDD Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_ Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_

Job No.: 2002134.01 Date: 08/01/2003 Book No.: \_\_\_\_\_

**PERMANENT STORM SEWER &  
DRAINAGEWAY EASEMENT**  
**TO BE VACATED**  
DOUGLAS COUNTY, NEBRASKA

## EXHIBIT "A"

### LEGAL DESCRIPTION

PERMANENT STORM SEWER & DRAINAGEWAY EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. NO. 486 & TO THE CITY OF OMAHA (RECORDED IN DEED BOOK #2241, PAGE #221)

A tract of land located in part of Lots 61 thru 78 inclusive, Pacific Ridge, a subdivision located in the SE 1/4 of the SE 1/4 of Section 20; and also together with part of Lots 89 thru 93 inclusive, said Pacific Ridge; and also together with all of Outlot "D", said Pacific Ridge; 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 Northwest corner of said Lot 61, Pacific Ridge, said point also being the Southwest corner of Lot 444, The Grove, a subdivision located in the NE 1/4 of said SE 1/4 of Section 20, said point also being the Northwest corner of said SE 1/4 of the SE 1/4 of Section 20; thence N87°10'53"E (Assumed Bearing) along the North line of said Lot 61, Pacific Ridge, said line also being the South line of said Lot 444, The Grove, said line also being the North line of said SE 1/4 of the SE 1/4 of Section 20, a distance of 55.00 feet; thence S02°51'41"E, a distance of 166.07 feet; thence S23°59'46"E, a distance of 168.33 feet; thence S03°24'16"E, a distance of 346.17 feet; thence S36°22'21"E, a distance of 106.42 feet; thence S58°47'49"E, a distance of 184.66 feet; thence S55°31'20"E, a distance of 156.80 feet; thence S60°13'19"E, a distance of 414.76 feet to the Southeast corner of said Lot 78, Pacific Ridge, said point also being the Easterly corner of said Outlot "D", Pacific Ridge, said point also being on the Northerly right-of-way line of Mason Street; thence Westerly along said Northerly right-of-way line of Mason Street, said line also being the Southerly line of said Outlot "D", Pacific Ridge on the following described courses; thence Southwesterly on a curve to the right with a radius of 75.00 feet, a distance of 46.72 feet, said curve having a long chord which bears S69°18'16"W, a distance of 45.97 feet; thence S87°09'07"W, a distance of 106.00 feet; thence Northwesterly on a curve to the right with a radius of 75.00 feet, a distance of 74.34 feet, said curve having a long chord which bears N64°27'13"W, a distance of 71.33 feet; thence N36°03'34"W, a distance of 11.41 feet; thence Westerly on a curve to the left with a radius of 125.00 feet, a distance of 123.89 feet, said curve having a long chord which bears N64°27'13"W, a distance of 118.88 feet; thence S87°09'07"W, a distance of 10.50 feet to the Southwest corner of said Outlot "D", Pacific Ridge, said point also being the Southeast corner of said Lot 93, Pacific Ridge; thence N02°50'53"W along the West line of said Outlot "D", Pacific Ridge, said line also being the East line of said Lot 93, Pacific Ridge, a distance of 69.62 feet; thence N62°44'36"W, a distance of 331.80 feet; thence S02°51'41"E, a distance of 236.04 feet to a point on the Southerly line of said Lot 91, Pacific Ridge, said point also being on said Northerly right-of-way line of Mason Street; thence S87°09'07"W along said Southerly line of Lot 91, Pacific Ridge, said line also being said Northerly right-of-way line of Mason Street, a distance of 6.48 feet; thence Northwesterly along said Southerly line of Lots 91 and 90, Pacific Ridge, said line also being said Northerly right-of-way line of Mason Street on a curve to the right with a radius of 75.00 feet, a distance of 23.92 feet, said curve having a long chord which bears N83°42'53"W, a distance of 23.82 feet; thence N02°51'41"W, a distance of 161.97 feet; thence N31°30'27"W, a distance of 254.14 feet to a point on the Northerly line of said Lot 89, Pacific Ridge, said point also being the Northwest corner of said Lot 69, Pacific Ridge, said point also being on the Southerly line of said Lot 68, Pacific Ridge; thence N61°18'55"W along said Northerly line of Lot 89, Pacific Ridge, said line also being the Southerly line of said Lot 68, Pacific Ridge, a distance of 36.55 feet to the Southwest corner of said Lot 68, Pacific Ridge, said point also being the Northwest corner of said Lot 89, Pacific Ridge, said point also being on the West line of said SE 1/4 of the SE 1/4 of Section 20; thence N02°51'41"W along the West line of said Lots 68, 67, 66, 65, 64, 63, 62, and 61, Pacific Ridge, said line also being said West line of the SE 1/4 of the SE 1/4 of Section 20, a distance of 686.28 feet to the point of beginning.

Said Permanent Storm Water and Drainageway Easement contains an area of 144,277 square feet or 3.312 acres, more or less.

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SEE PAGE 1 OF 2 FOR DRAWING



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