



MISC 2003214719

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
NEBRASKA COUNTY, NE.



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RECEIVED

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

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*1/24*  
FEE 43.00 FB DC-29170  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP LS  
DEL MLS SCAN \_\_\_\_\_ FV IL

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PAC 180, L.L.C., LANDMARK ENTERPRISES, INC., WHIT SMITH CONSTRUCTION, INC. AND THOMAS R. FALCONE AND JUANDA L. FALCONE, husband and wife, 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 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 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.

PERMANENT DRAINAGE EASEMENT

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- 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 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 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, 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 GRANTORS has or have hereunto set his or their hand(s) this 31<sup>st</sup>  
day of October, 2003.

**INDIVIDUAL and/or PARTNERSHIP**



PAC 180, L.L.C., by Tom Falcone, Managing Member



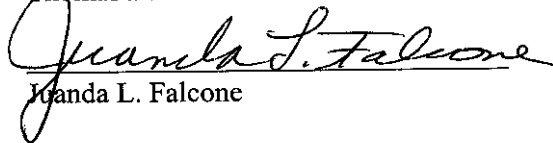
WHIT SMITH CONSTRUCTION, INC. by Whit Smith, President



LANDMARK ENTERPRISES, INC. BY Steve Faller, President



Thomas R. Falcone



Juanda L. Falcone

ACKNOWLEDGMENT

STATE OF Nebraska)  
COUNTY OF Douglas) SS

On this 31<sup>st</sup> day of October, 2003

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

Tom Falcone, Managing Member of PAC 180 L.L.C.

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.



Notary Seal

Susan Wassung  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF Nebraska)  
COUNTY OF Douglas) SS

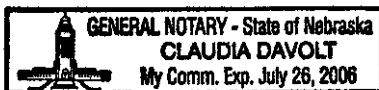
On this 31 day of October, 2003

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

Steve Faller, President of LANDMARK ENTERPRISES, INC.

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.



Notary Seal

Claudia Davolt  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 31<sup>ST</sup> day of OCTOBER, 2003

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

Whit Smith, President of WHIT SMITH CONSTRUCTION, INC.

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

\_\_\_\_\_  
Notary Seal

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 31<sup>ST</sup> day of OCTOBER, 2003

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

Thomas R. Falcone and Juanda L. Falcone, husband and wife

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

\_\_\_\_\_  
Notary Seal

200 0 100 200



1 inch = 200 ft.



NORTHWEST CORNER OF  
THE SE 1/4 OF THE SE 1/4 OF  
SECTION 20, T15N, R11E

POINT OF BEGINNING

N02° 51' 41" W 686.28'

N 02° 51' 40" W 637.87'

N61° 18' 55" W 36.55'

N31° 30' 27" W 254.14'

N02° 51' 41" W 161.97'

R=75.00' L=23.92'  
LC=N83° 42' 53" W, L=23.82'

S87° 09' 07" W 6.48'

S87° 09' 07" W 131.10'

N62° 44' 36" W 180.19'

N02° 50' 53" W 69.62'

S87° 09' 07" W 10.50'

R=125.00' L=123.89'

LC=N64° 27' 13" W, L=118.88'

N36° 03' 34" W 11.41'

N87° 10' 53" E 54.57'

S03° 07' 18" E 150.09'

S12° 20' 37" E 52.29'

S28° 21' 19" E 53.29'

S10° 52' 29" E 102.19'

S02° 44' 42" E 109.00'

S06° 05' 26" E 95.11'

S06° 38' 22" E 76.80'

S14° 41' 53" E 38.87'

S37° 11' 00" E 59.30'

S38° 52' 09" E 78.72'

S59° 39' 25" E 151.69'

S58° 57' 30" E 101.25'

S55° 31' 20" E 57.19'

S60° 13' 19" E 341.54'

S60° 00' 32" E 61.20'

R=150.00' L=79.10'

LC=S72° 02' 41" W, 78.19'

S87° 09' 07" W 64.86'

R=75.00' L=74.34'

LC=S64° 27' 13" W, 71.33'

S02° 50' 53" E 160.00'

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S02° 50' 53" E 160.00'

PACIFIC RIDGE

PACIFIC

PAGE 1 OF 2

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



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

Drawn by: RLB Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_ Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_

Job No.: 2002134.01 Date: 08/04/2003 Book No.: \_\_\_\_\_

**PERMANENT STORM SEWER &  
DRAINAGEWAY EASEMENT**  
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

1. 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 54.57 feet; thence S03°07'18"E, a distance of 150.09 feet; thence S12°20'37"E, a distance of 52.29 feet; thence S28°21'19"E, a distance of 53.29 feet; thence S10°52'29"E, a distance of 102.19 feet; thence S02°44'42"E, a distance of 109.00 feet; thence S06°05'26"E, a distance of 95.11 feet; thence S06°38'22"E, a distance of 76.80 feet; thence S14°41'53"E, a distance of 38.87 feet; thence S37°11'00"E, a distance of 59.30 feet; thence S38°52'09"E, a distance of 78.72 feet; thence S59°39'25"E, a distance of 151.69 feet; thence S58°57'30"E, a distance of 101.25 feet; thence S55°31'20"E, a distance of 57.19 feet; thence S60°13'19"E, a distance of 341.54 feet; thence S60°00'32"E, a distance of 61.20 feet to a point on the Southerly line of said Lot 78, Pacific Ridge, said point also being on the Northerly line of said Outlot "D", Pacific Ridge; thence Southwesterly on a curve to the right with a radius of 150.00 feet, a distance of 79.10 feet, said curve having a long chord which bears S72°02'41"W, a distance of 78.19 feet to a point on the Southerly line of said Outlot "D", Pacific Ridge, said line also being said Northerly right-of-way line of Mason Street; thence Westerly along said Northerly right-of-way line of Mason Street, said line also being said Southerly line of Outlot "D", Pacific Ridge, on the following described courses; thence S87°09'07"W, a distance of 64.86 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 180.19 feet; thence S87°09'07"W, a distance of 131.10 feet; thence S02°50'53"E, a distance of 160.00 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 Northwesterly 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 142,221 square feet or 3.265 acres, more or less.

PAGE 2 OF 2

SEE PAGE 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**

ENGINEERS • PLANNERS • SURVEYORS

12001 Q STREET, OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: RLB Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_ Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_

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

**PERMANENT STORM SEWER &  
DRAINAGEWAY EASEMENT**

DOUGLAS COUNTY, NEBRASKA