

Agenda Item: 6.

## Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**From:** Amanda Grint, Water Resources Engineer  
**Date:** June 26, 2014  
**Re:** Proposed Easements for North Shore Phase 3 Development (SID 292) on WP-5 Project Property

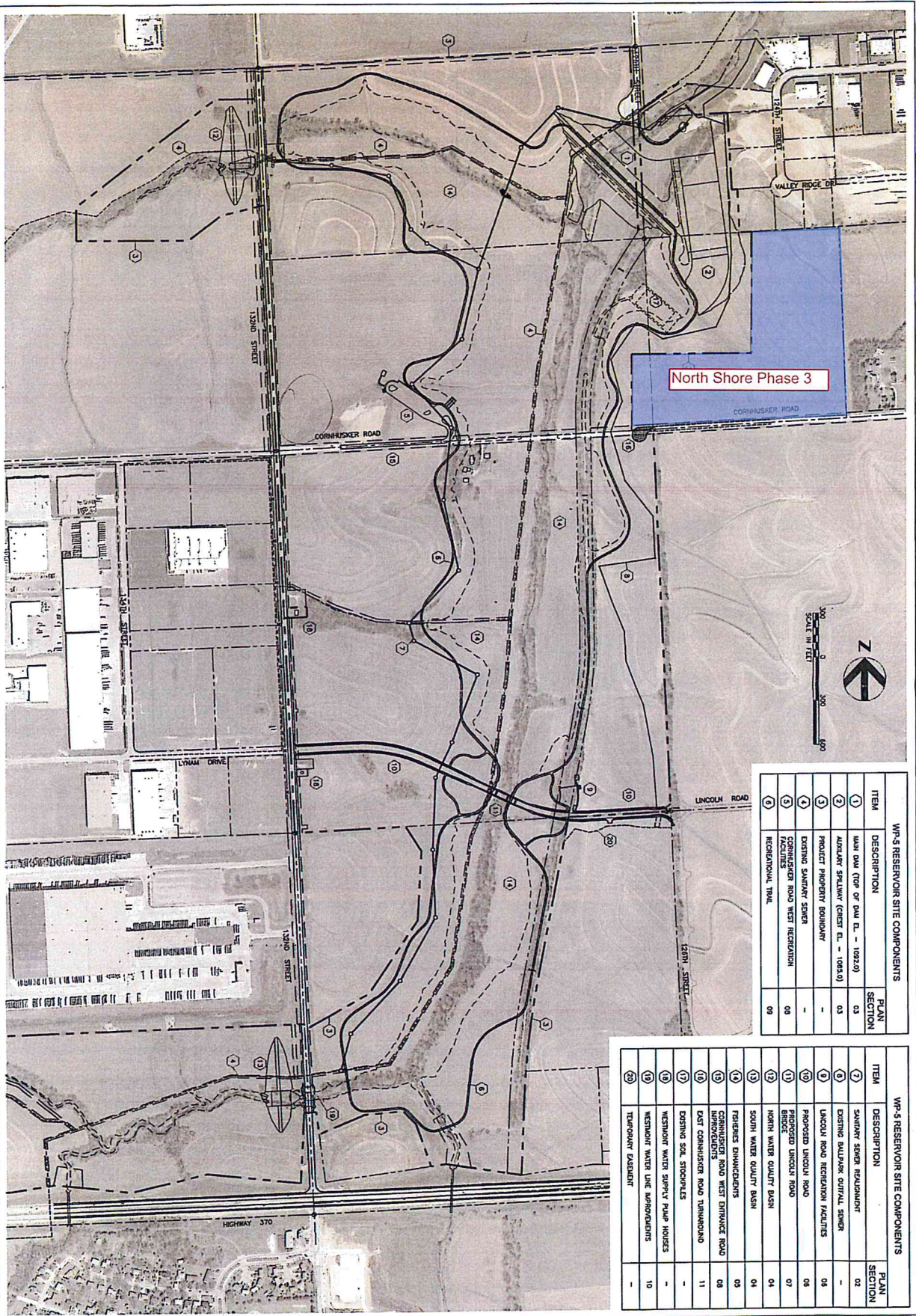
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Pat Hillyer, Lamp Rynearson & Associates, the engineer for the proposed North Shore Phase 3 Development (SID 292) has coordinated with District staff and the City of Papillion on a development proposed east of WP-5 and north of Cornhusker Road. See attached map.

North Shore Phase 3 is requesting several easements from the District on the WP-5 property. The easements are attached for consideration and are described as follows:

1. **Permanent Storm Sewer, Drainage Easement.** The City of Papillion has asked that the SID coordinate the drainage from North Shore Phase 3 through the WP5 property. There is a natural drainage pattern from the proposed development through the WP5 property under a trail and in to the reservoir. Because the natural drainage path is near the top of the auxiliary spillway, the District requested that the drainage path to the reservoir be designed to handle the overflow and minimize erosion issues. The District would need to grant a temporary construction easement for construction of the channel and a permanent easement to the SID for operation and maintenance of the channel. Both the proposed easements are attached.
2. **Permanent Sanitary Sewer Easements.** North Shore requests three sanitary sewer connection easements. These connections will be made to the City of Papillion sanitary sewer main that was installed for Werner Park in 2010.

**Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Permanent Storm Sewer and Drainage Easement, Temporary Construction Easement and the Permanent Sanitary Sewer Easements with SID 292 on the WP-5 project property, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



North Shore Phase 3

WP-5 RESERVOIR SITE COMPONENTS		
ITEM	DESCRIPTION	PLAN SECTION
1	WALL DOW TOP OF DAM D.L. - 1082.0	03
2	ADJACENT SLOPES (EXIST. E.L. - 1082.0)	03
3	PROJECT PROPERTY BOUNDARY	-
4	EXISTING SANITARY SEWER	08
5	CORNHUSKER ROAD WEST RECREATION	08
6	RECREATIONAL TRAIL	09

WP-4 RESERVOIR SITE COMPONENTS		
ITEM	DESCRIPTION	PLAN SECTION
7	SANITARY SEWER REINFORCEMENT	02
8	EXISTING BULKHEAD GUYRAL SEWER	-
9	LINCOLN ROAD RECREATION FACILITIES	06
10	PROPOSED LINCOLN ROAD	07
11	PROPOSED LINCOLN ROAD BRIDGE	07
12	NORTH WATER QUALITY BASIN	04
13	SOUTH WATER QUALITY BASIN	04
14	FISHHOLE BARRIERS	05
15	CORNHUSKER ROAD WEST ENTRANCE ROAD IMPROVEMENTS	08
16	EAST CORNHUSKER ROAD TURNAROUND	11
17	EXISTING SOIL STOCKPILES	-
18	WESTERN WATER SUPPLY PUMP HOUSES	-
19	WESTERN WATER LINE BARRIERS	10
20	TURNAROUND EXISTENT	-



## PERMANENT GRADING AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA**, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00) and other valuable consideration**, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and to its successors and assigns, and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and to its successors and assigns, an easement for the right to enter upon and use for the construction of a sewer (either for storm or sanitary purposes), and appurtenances thereto, the parcel of land described as follows, to-wit:

### SEE EXHIBITS "A" AND "B" ATTACHED HERETO PERMANENT GRADING AND DRAINAGE EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said culverts, drainage structures and/or drainageways at the will of the CITY. The GRANTOR may, following construction of said culverts, drainage structures and/or drainageways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY and SID 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 or its successors and assigns without the 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 and its successors or assigns.
- 2) That CITY or SID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said culverts, drainage structures and/or drainageways, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.

- 4) That CITY or SID 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 or do confirm with the said CITY and SID and their assigns, that it, the GRANTOR is or are well seized in fee of the above-described property and that it has or have the right to grant and convey this permanent 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 SID and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
- 6) That said permanent easement is granted upon the condition that the CITY or SID may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.
- 7) That CITY or SID shall further cooperate with GRANTOR or any tenant of GRANTOR to minimize crop damage and shall compensate GRANTOR or any tenant of GRANTOR for any crop damage during the period of construction.
- 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 SID 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 SID or their agents or employees, except as are set forth herein (if applicable): **\*\*NONE\*\***

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT, NEBRASKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF SARPY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_ of PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, to me personally known to be the \_\_\_\_\_ of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA.

\_\_\_\_\_  
Notary Public

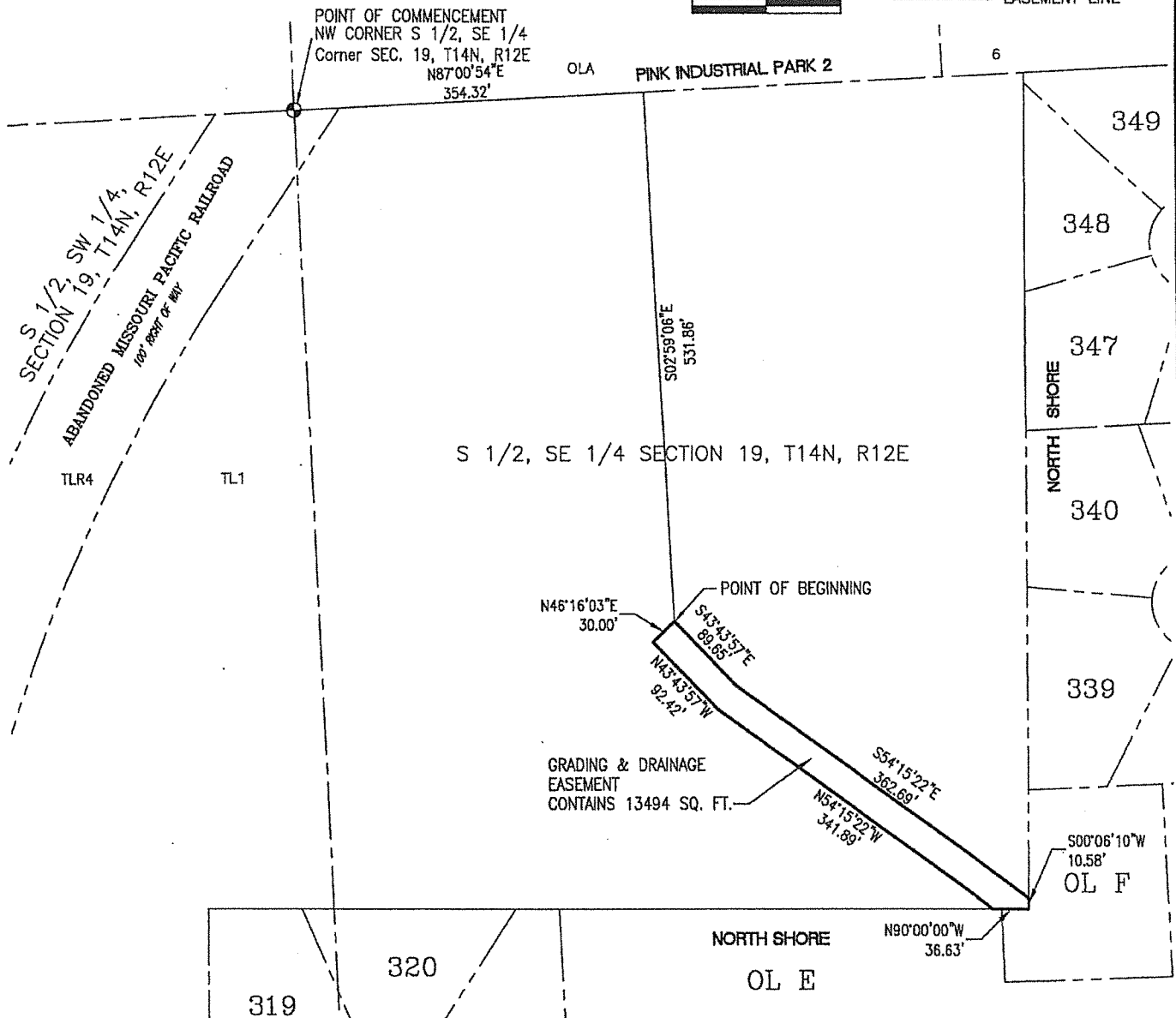
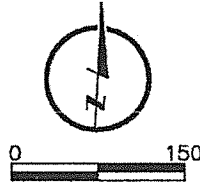
# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR GRADING AND DRAINAGE OVER THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

## LEGEND

- SECTION LINE
- SECTION CORNER
- LOT LINE
- EASEMENT LINE



**LAMP RYNEARSON  
& ASSOCIATES**

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**EXHIBIT "A"**

LEGAL DESCRIPTION (E303)

A permanent easement for grading and drainage over that part of the South Half of the Southeast Quarter of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of the South Half of the Southeast Quarter of said Section 19;

Thence North 87°00'54" East (bearings referenced to the Final Plat of NORTH SHORE) for 354.32 feet along the north line of the South Half of the Southeast Quarter of said Section 19;

Thence South 02°59'06" East for 531.86 feet to the TRUE POINT OF BEGINNING;

Thence South 43°43'57" East for 89.65 feet;

Thence South 54°15'22" East for 362.69 feet to the north line of NORTH SHORE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence South 00°06'10" West for 10.58 feet along said north line;

Thence North 90°00'00" West for 36.63 feet continuing along said north line;

Thence North 54°15'22" West for 341.89 feet;

Thence North 43°43'57" West for 92.42 feet;

Thence North 46°16'03" East for 30.00 feet to the Point of Beginning.

Contains 13,494 square feet.

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA**, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00) and other valuable consideration**, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and to its successors and assigns, and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and to its successors and assigns, an easement for the right to enter upon and use for the construction of a sewer (either for storm or sanitary purposes), and appurtenances thereto, the parcel of land described as follows, to-wit:

### SEE EXHIBIT "A" ATTACHED HERETO TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed one hundred eighty (180) calendar days from the date construction begins or \_\_\_\_\_, 201\_\_, whichever date should first occur.
2. That this easement is granted upon the condition that the SID or the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: NONE.
3. That the SID or the CITY shall upon the conclusion of all construction for the purposes of this easement cause to be removed from the above-described property all debris, surplus material and construction equipment and leave the premises in a neat and presentable condition.

After recording, return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

4. That GRANTOR, for itself and its successors and assigns, does confirm with the SID and the CITY and their assigns, including public utility companies and their assigns, that GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and its successors and assigns shall warrant and defend this temporary easement to the SID and the CITY and their assigns, including public utility companies and their assigns, against the lawful claims and demands of all persons.

5. That the SID and the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the SID and the CITY in any of said construction work.

6. That this instrument contains the entire agreement of the parties, and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the SID or the CITY or their agents or employees, except as are set forth herein.

7. That the consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT, NEBRASKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF SARPY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_ of PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, to me personally known to be the \_\_\_\_\_ of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA.

\_\_\_\_\_  
Notary Public



# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

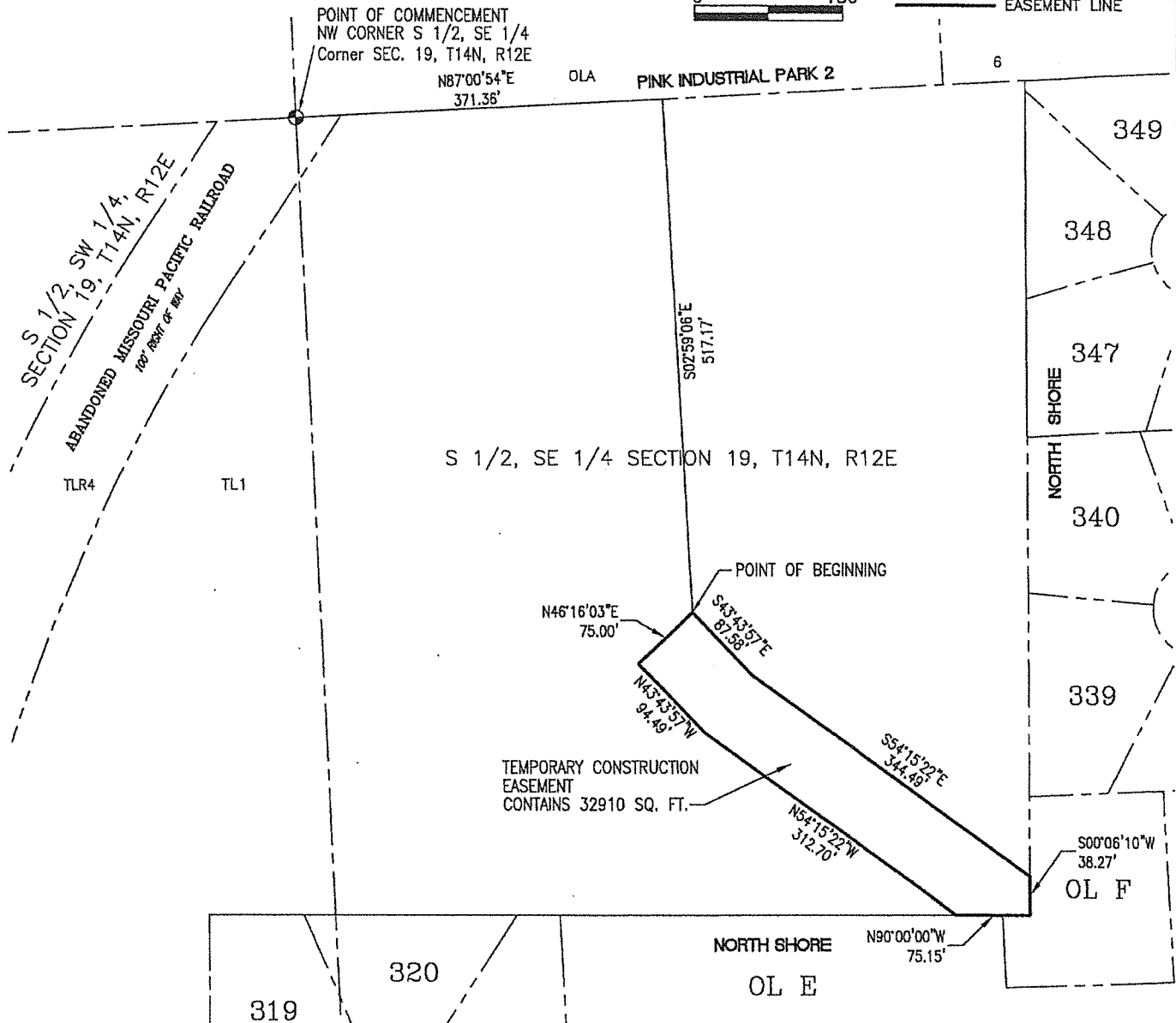
A TEMPORARY EASEMENT FOR CONSTRUCTION OVER THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

## LEGEND

- SECTION LINE
- ⊙ SECTION CORNER
- LOT LINE
- EASEMENT LINE



0 150



**LAMP RYNEARSON  
& ASSOCIATES**

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**EXHIBIT "A"**

LEGAL DESCRIPTION (E308)

A temporary easement for construction over that part of the South Half of the Southeast Quarter of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of the South Half of the Southeast Quarter of said Section 19;

Thence North  $87^{\circ}00'54''$  East (bearings referenced to the Final Plat of NORTH SHORE) for 371.36 feet along the north line of the South Half of the Southeast Quarter of said Section 19;

Thence South  $02^{\circ}59'06''$  East for 517.17 feet to the TRUE POINT OF BEGINNING;

Thence South  $43^{\circ}43'57''$  East for 87.58 feet;

Thence South  $54^{\circ}15'22''$  East for 344.49 feet to the north line of NORTH SHORE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence South  $00^{\circ}06'10''$  West for 38.27 feet along said north line;

Thence North  $90^{\circ}00'00''$  West for 75.15 feet continuing along said north line;

Thence North  $54^{\circ}15'22''$  West for 312.70 feet;

Thence North  $43^{\circ}43'57''$  West for 94.49 feet;

Thence North  $46^{\circ}16'03''$  East for 75.00 feet to the Point of Beginning.

Contains 32,910 square feet.

## PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA**, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00) and other valuable consideration**, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through and under the parcels of land described as follows, to-wit:

### SEE EXHIBITS "A", "B" AND "C" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTIONS

TO HAVE AND TO HOLD unto the SID, its successors and assigns, and the CITY and 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 sanitary sewers, drainage structures and/or drainage ways at the will of the SID or the CITY. The GRANTOR may, following construction of said sanitary sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID and 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 or its successors and assigns without the express approval of the SID and the CITY. Improvements which may be approved by the SID and the 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 the SID or the CITY will replace or rebuild any and all damage to improvements caused by the SID or the CITY in 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 the SID or the CITY.

After recording, return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

- 3) This permanent sanitary sewer easement is also for the benefit of any contractor, agent, employee or representative of the SID and the CITY in any of said construction and work.
- 4) That the SID or the 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 does confirm with the said SID and the CITY, and their successors and 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 sanitary sewer easement in the manner and form aforesaid, and it shall warrant and defend this permanent sanitary easement to said SID and the CITY and their successors and assigns against the lawful claims and demands of all persons. This permanent sanitary sewer easement runs with the land.
- 6) That said permanent sanitary sewer easement is granted upon the condition that the SID or the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT, NEBRASKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF SARPY            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_, \_\_\_\_\_ of PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, to me personally known to be the \_\_\_\_\_ of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA.

\_\_\_\_\_  
Notary Public

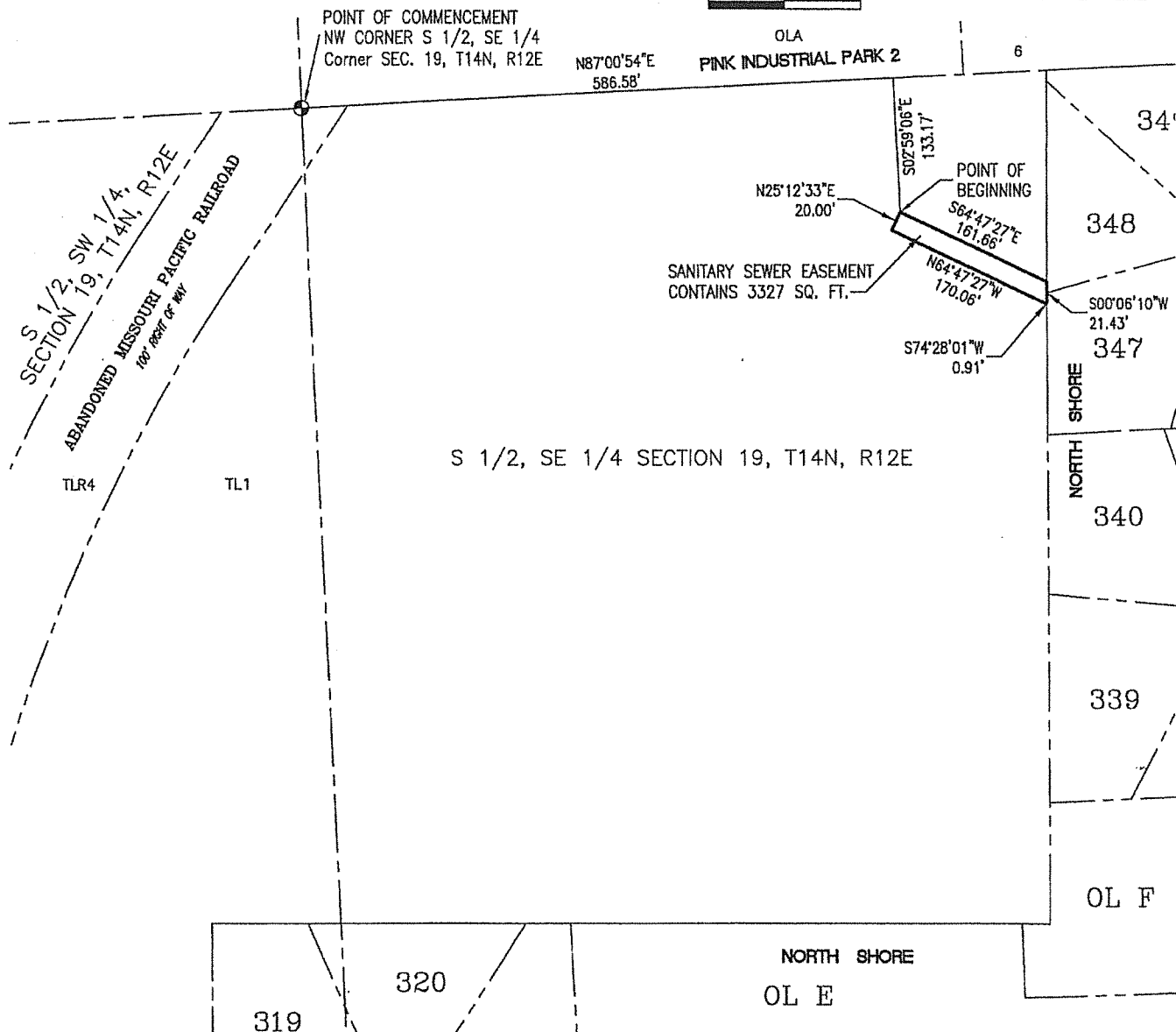
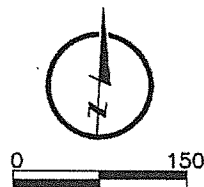
# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

## LEGEND

- SECTION LINE
- SECTION CORNER
- LOT LINE
- ===== EASEMENT LINE



**LAMP RYNEARSON  
& ASSOCIATES**

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**EXHIBIT "A"**



LEGAL DESCRIPTION (E305)

A permanent easement for the construction and maintenance of sanitary sewer over that part of the South Half of the Southeast Quarter of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of the South Half of the Southeast Quarter of said Section 19;

Thence North 87°00'54" East (bearings referenced to the Final Plat of NORTH SHORE) for 586.58 feet along the north line of the South Half of the Southeast Quarter of said Section 19;

Thence South 02°59'06" East for 133.17 feet to the TRUE POINT OF BEGINNING;

Thence South 64°47'27" East for 161.66 feet to the north line of NORTH SHORE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence South 00°06'10" West for 21.43 feet along said north line;

Thence South 74°28'01" West for 0.91 feet;

Thence North 64°47'27" West for 170.06 feet;

Thence North 25°12'33" East for 20.00 feet to the Point of Beginning.

Contains 3,327 square feet.

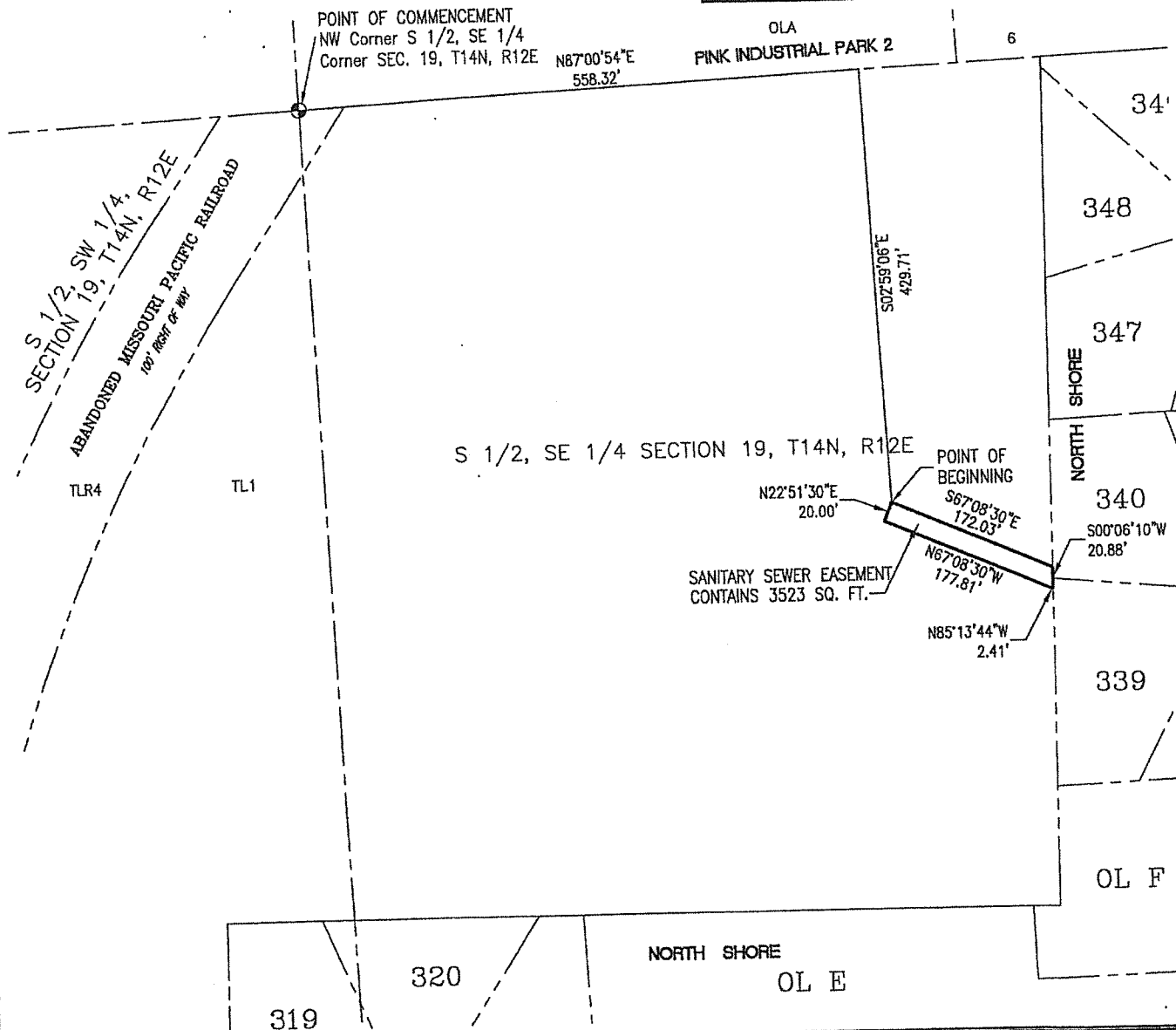
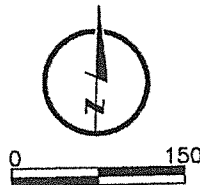
# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER OVER THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

## LEGEND

- SECTION LINE
- ⊕ SECTION CORNER
- LOT LINE
- EASEMENT LINE



**LAMP RYNEARSON  
& ASSOCIATES**

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**EXHIBIT "B"**

LEGAL DESCRIPTION (E304)

A permanent easement for the construction and maintenance of sanitary sewer over that part of the South Half of the Southeast Quarter of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of the South Half of the Southeast Quarter of said Section 19;

Thence North 87°00'54" East (bearings referenced to the Final Plat of NORTH SHORE) for 558.32 feet along the north line of the South Half of the Southeast Quarter of said Section 19;

Thence South 02°59'06" East for 429.71 feet to the TRUE POINT OF BEGINNING;

Thence South 67°08'30" East for 172.03 feet to the north line of NORTH SHORE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence South 00°06'10" West for 20.88 feet along said north line;

Thence North 85°13'44" West for 2.41 feet;

Thence North 67°08'30" West for 177.81 feet;

Thence North 22°51'30" East for 20.00 feet to the Point of Beginning.

Contains 3,523 square feet.

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LEGAL DESCRIPTION (E302)

A permanent easement for the construction and maintenance of sanitary sewer over that part of the South Half of the Southwest Quarter of Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northeast corner of the South Half of the Southwest Quarter of said Section 19;

Thence South 02°33'50" East (bearings referenced to the Final Plat of NORTH SHORE) for 762.24 feet along the east line of the South Half of the Southwest Quarter of said Section 19 to the TRUE POINT OF BEGINNING;

Thence South 02°33'50" East for 25.16 feet continuing along said east line;

Thence South 50°05'10" West for 20.75 feet to the north line of, NORTH SHORE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence North 90°00'00" West for 26.52 feet along said north line;

Thence North 23°53'35" West for 3.10 feet;

Thence North 50°05'10" East for 55.50 feet to the Point of Beginning.

Contains 800 square feet.