



1333 639 MISC



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Nebr Doc Stamp Tax
Date
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By

RICHARD N. TAKÉCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 APR 10 PM 1:04

RECEIVED

When Recorded Return to:
Shaun M. James
GROSS & WELCH
2120 South 72nd Street
Suite 800
Omaha, NE 68124

TRAIL GRADING EASEMENT

FEE 22 FB _____
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN dc FV _____

KNOWN BY ALL MEN THESE PRESENTS:

THAT Charleston Woods Development, L.L.C., a Nebraska limited liability company, 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, does hereby grant and convey unto the City of Omaha, a municipal body of the metropolitan class, located in Douglas County, Nebraska, hereinafter referred to as Grantee and to its successors and assigns, an easement for access across and over the parcels of land described on Exhibit "A" attached hereto, and incorporated by this reference for purposes of grading for the construction of a pedestrian trail on the adjoining "bridle path" owned by Grantee;

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress from said premises, at the will of the Grantee, solely for the purpose of the grading and initial construction of the pedestrian trail on Grantee's property.

It is further agreed as follows:

1. Grantee shall be responsible for all costs associated with the grading and construction of the pedestrian trail, as well as all future maintenance and repairs of same. Grantee will replace or rebuild any and all improvements or landscaping on the easement area damaged by Grantee exercising its rights of grading, construction and future maintenance of the pedestrian trail. Notwithstanding the termination of Grantee's easement rights granted herein, as set forth in paragraph 4 below, Grantee's liability for replacement or repair of any and all improvements or landscaping on the easement shall survive in perpetuity. Grantor, its successors and assigns, may pursue enforcement of Grantee's obligation to Grantor, its successors and assigns, for any and all such replacement or repairs resulting from Grantee's future maintenance of the pedestrian trail.
2. This easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee for any of said construction and work.
3. Grantor for itself and its executors and administrators does confirm that Grantor is well seized in fee of the above described property and has the right to grant and

convey this easement in the manner and form aforesaid. Grantor, its heirs, executors, and administrators, shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement is permanent and runs with the land until released by a written instrument executed by the Grantee or its successors or assigns.

4. The easement and all rights of Grantee conveyed herein shall terminate upon completion by Grantee of the grading and construction of the pedestrian trail. Upon such termination of this easement, Grantor, its successors and assigns shall have no further obligation to provide access to the easement area to Grantee.

5. This instrument contains the entire agreement of the parties. There are no other agreements or understandings, oral or written, express or implied, between the Grantor and Grantee or their agents. Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein

6. Grantee agrees to pay any and all expenses for abstracts of title, release of mortgages, recording fees, and revenue stamps, if required. Real estate taxes for the current year will be prorated as of the date of recording this instrument in the records of the Douglas County Register of Deeds office.

IN WITNESS WHEREOF this instrument is executed this 21st day of March, 2000.

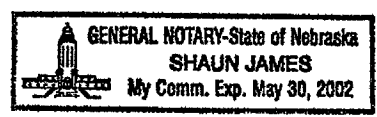
GRANTOR:
Charleston Woods Development, L.L.C.
A Nebraska limited liability company,

By: [Signature]
Charles Sullivan, Manager Member

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 21st day of March, 2000, before me, the undersigned, a notary public in and for said state, personally came Charles Sullivan, known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his authorized and voluntary act and deed in his official capacity on behalf of Charleston Woods Development, L.L.C., a Nebraska limited liability company.

Witness my hand and notarial seal the day aforesaid.



[Signature]
Notary Public

MORTGAGE HOLDER:

Omaha State Bank

By: *Bruce Cramer*

Bruce Cramer, Senior Vice President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

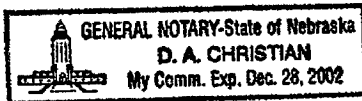
On this 24 day of March, 2000, before me, the undersigned, a notary public in and for said state, personally came Bruce Cramer, known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his authorized and voluntary act and deed in his official capacity on behalf of Omaha State Bank.

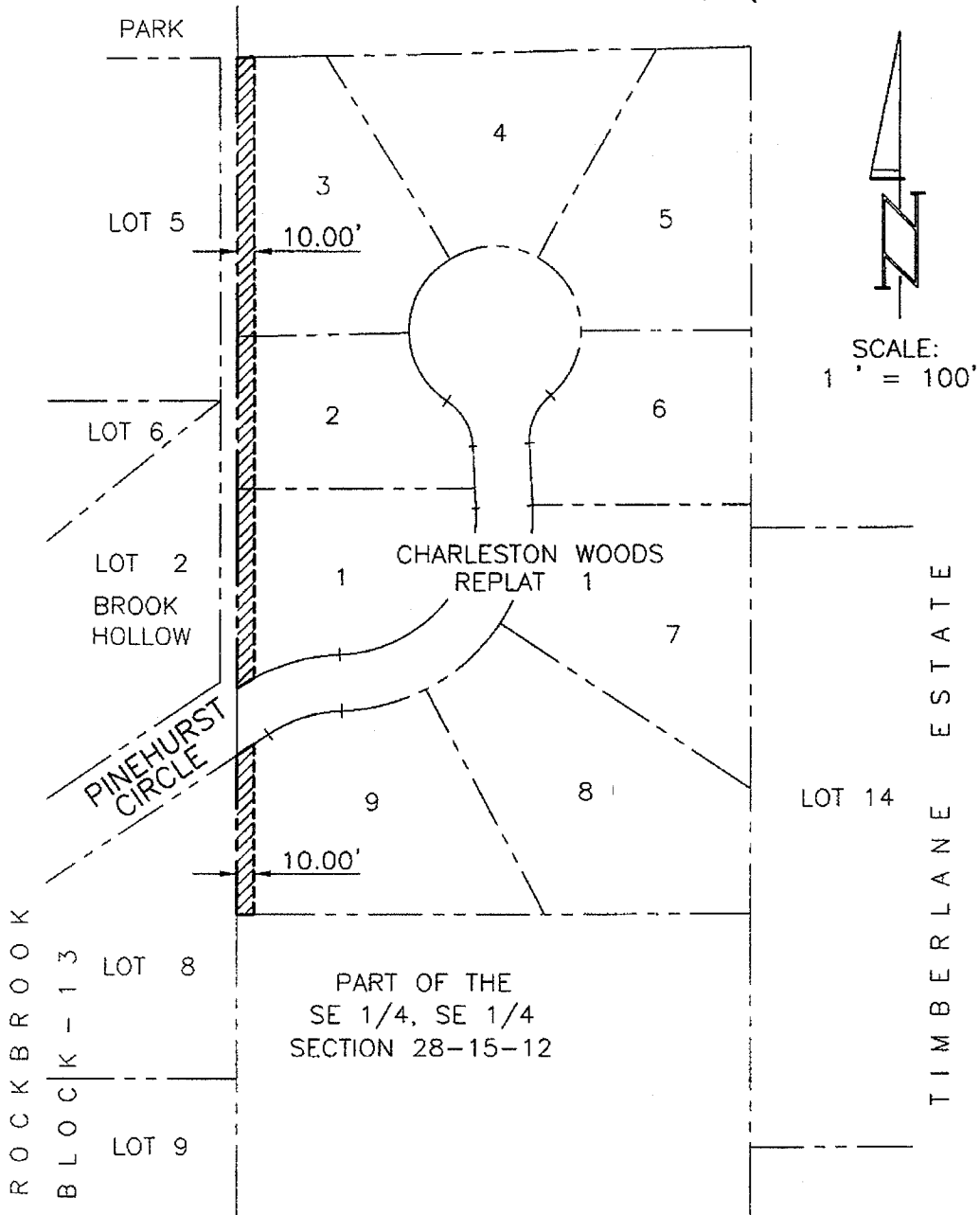
Witness my hand and notarial seal the day aforesaid.

D.A. Christian

Notary Public

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LEGAL DESCRIPTION

THE WESTERLY 10.00 FEET IN WIDTH OF LOTS 1, 2, 3, AND 9, CHARLESTON WOODS REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX8 DATE: JANUARY 25, 2000
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"