

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
 99-020159

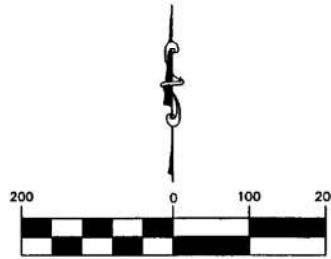
99 JUN 25 AM 9:22

Glenn J. Bowditch
 REGISTER OF DEEDS

99-20159

Counter *ma*
 Verify *S*
 D.E. *w*
 Proct *M*
 Fee \$ *16.50*
 Ck Cash Chg

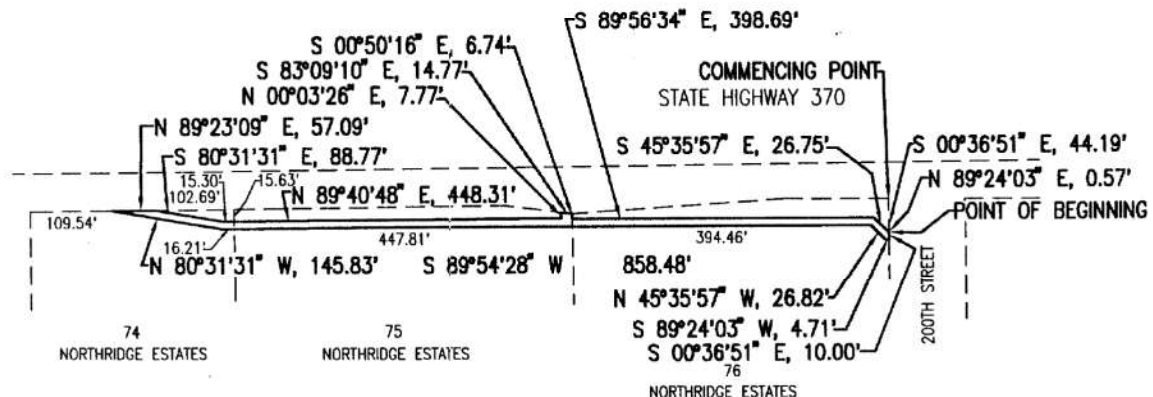
LEGAL DESCRIPTION
 WATER LINE EASEMENT



A Water Line Easement located in part of Lots 74, 75 and 76, Northridge Estates, a subdivision located in the NW 1/4 of Section 31, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the Southerly right-of-way line of State Highway No. 370 and the West right-of-way line of 200th Street, said point also being the Northeast corner of said Lot 76, Northridge Estates; thence S00°36'51"E (assumed bearing) along said West right-of-way line of 200th Street, said line also being the East line of said Lot 76, Northridge Estates, a distance of 44.19 feet to the point of beginning; thence continuing S00°36'51"E along said West right-of-way line of 200th Street, said line also being said East line of Lot 76, Northridge Estates, a distance of 10.00 feet; thence S89°24'03"W, a distance of 4.71 feet; thence N45°35'57"W, a distance of 26.82 feet; thence S89°54'28"W, a distance of 858.48 feet; thence N80°31'31"W, a distance of 145.83 feet to a point on said Southerly right-of-way line of State Highway No. 370, said line also being the Northerly line of said lot 74, Northridge Estates; thence N89°23'09"E along said Southerly right-of-way line of State Highway No. 370, said line also being said Northerly line of Lot 74, Northridge Estates, a distance of 57.09 feet; thence S80°31'31"E, a distance of 88.77 feet; thence N89°40'48"E, a distance of 448.31 feet; thence N00°03'26"E, a distance of 7.77 feet to a point on said Southerly right-of-way line of State Highway No. 370, said line also being the Northerly line of said Lot 75, Northridge Estates; thence S83°09'10"E along said Southerly right-of-way line of State Highway No. 370, said line also being said Northerly line of Lot 75, Northridge Estates, a distance of 14.77 feet to the Northeast corner of said Lot 75, Northridge Estates, said point also being the Northwest corner of said Lot 76, Northridge Estates; thence S00°50'16"E along the East line of said Lot 75, Northridge Estates, said line also being the West line of said Lot 76, Northridge Estates, a distance of 6.74 feet; thence S89°56'34"E, a distance of 398.69 feet; thence S45°35'57"E, a distance of 26.75 feet; thence N89°24'03"E, a distance of 0.57 feet to the point of beginning.

Said tract of land contains an area of 10,800 square feet or 0.248 acres, more or less.



R&R
 E&A CONSULTING GROUP
 12001 "Q" STREET
 OMAHA, NE 68137
 (402) 895-4700 FAX (402) 895-3599

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6-14-99
 #97028
 DRAWN BY: TRH

99-20159A

GRANT OF EASEMENT

PERMANENT WATER MAIN EASEMENT

This Grant of Easement made this 23 th day of JUNE, 1999, between West Bay, Inc., hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 196 of Sarpy County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of Gretna, Sarpy County, Nebraska, a municipal corporation, hereinafter referred to as "City".

THAT, said Grantor in consideration of the sum of One dollars (\$ 1.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)
2. Grantor does hereby grant and confirm unto said SID, its successors and assigns, together with the right of ingress and egress from said premises to the general public for the purpose of constructing, inspecting and maintaining or operating a water main and associated appurtenances at the will of the SID.
3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said water main, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
5. That SID shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the premises to be left in a

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neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.

- 6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 7. That said easement is granted upon the condition that the SID will 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.
- 8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

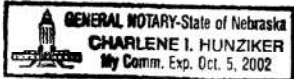
IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

[Signature]
 West Bay, Inc.

STATE OF NEBRASKA)
)SS
 COUNTY OF SARPY)

On this 23rd day of June, 1997, before me, a Notary Public in and for said County and State, personally appeared Thomas E. Smith, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

[Signature]
 NOTARY PUBLIC



My Commission expires October 5, 2002.