

FILED SARPY CO. NE.
INSTRUMENT NUMBER
19 99 -037536
1999 DE 16 PM 2: 53
Glenn J. Dowling
REGISTER OF DEEDS

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Verify S
D.E. ay
Proof [Signature]
Fee \$ 28.00
Ck Cash Chg

GRANT OF EASEMENT
PERMANENT DRAINAGE EASEMENT

This Grant of Easement made this 29 th day of Nov., 1999, between Lane Building Corporation, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 195 of Sarpy County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of LaVista, Sarpy County, Nebraska, a municipal corporation, hereinafter referred to as "City".

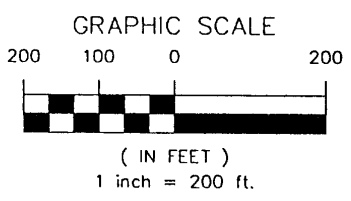
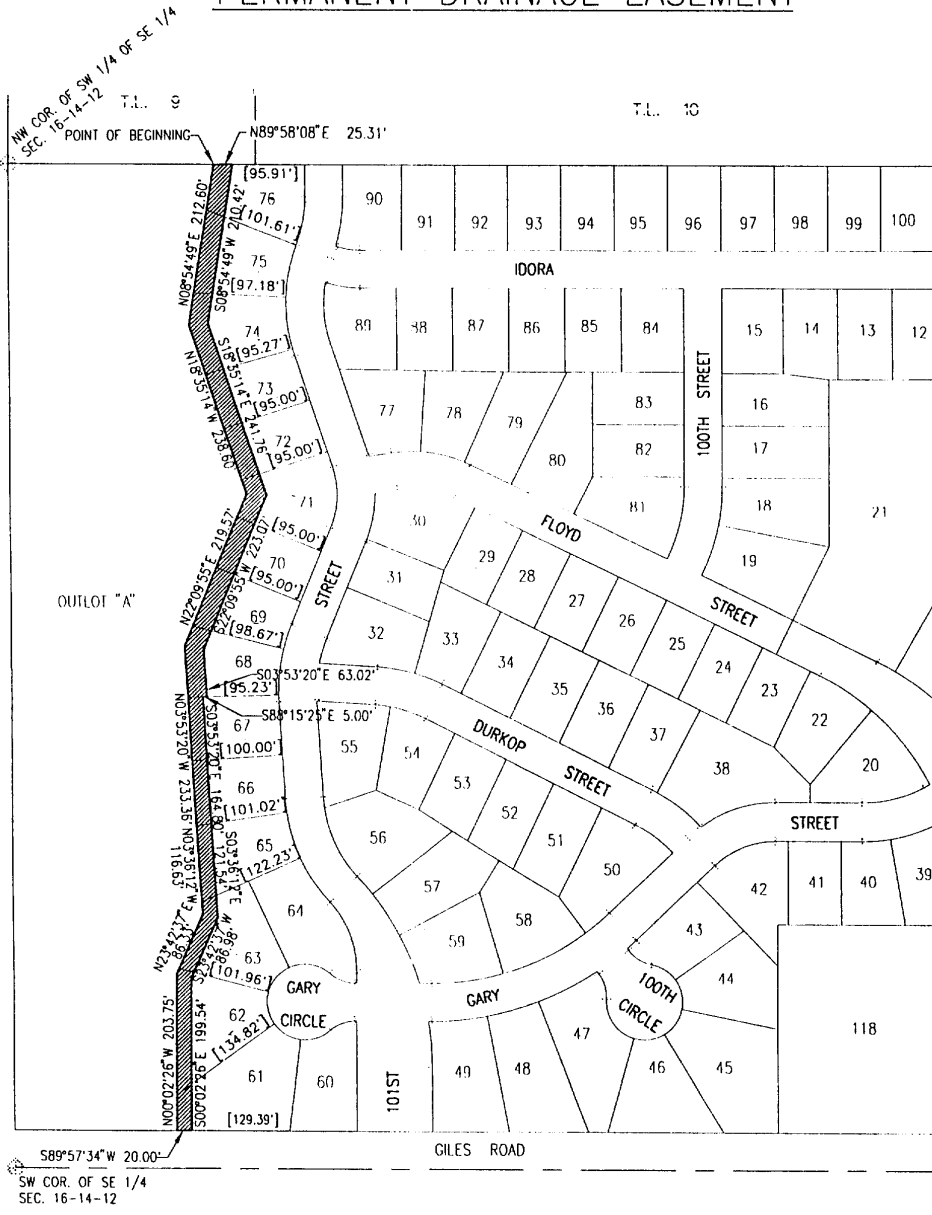
THAT, said Grantor in consideration of the sum of Two Dollars (\$ 2.00), and other valuable consideration, the following grants and agreements are made:

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 a drainage easement 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 drainage easement, 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 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.

999-3-10-E

PERMANENT DRAINAGE EASEMENT



R&R
E & A CONSULTING GROUP, INC.
12001 "Q" STREET
OMAHA, NEBRASKA 68137
PHONE (402) 895-4700

NOTE:
[xx.xx'] = This Dimension is taken from the lot corner down the lot line to the intersection of the lot line and East side of the easement.

LEGAL DESCRIPTION #97054.1
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PAGE 1 OF 2

1999-3736C

LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT

A Permanent Drainage Easement located in Lots 61 thru 63 and 65 thru 76 Mayfair 2nd Addition, a subdivision located in the SE ¼ of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 76, Mayfair 2nd Addition, said point also being the Northeast corner of Outlot 'A', said Mayfair 2nd Addition, said point also being on the South line of Tax Lot 9, a tax lot located in said SE ¼ of Section 16; thence N89°58'08"E (assumed bearing) along the North line of said Lot 76, Mayfair 2nd Addition, said line also being said South line of Tax Lot 9, a distance of 25.31 feet; thence S08°54'49"W, a distance of 210.42 feet; thence S18°35'14"E, a distance of 241.76 feet; thence S22°09'55"W, a distance of 223.07 feet; thence S03°53'20"E, a distance of 63.02 feet to a point on the South line of said Lot 68, Mayfair 2nd Addition, said point also being on the North line of said Lot 67, Mayfair 2nd Addition; thence S88°15'25"W along said South line of Lot 68, Mayfair 2nd Addition, said line also being said North line of Lot 67, Mayfair 2nd Addition, a distance of 5.00 feet; thence S03°53'20"E, a distance of 164.80 feet; thence S03°36'12"E, a distance of 121.54 feet; thence S23°42'37"W, a distance of 86.98 feet; thence S00°02'26"E, a distance of 199.54 feet to a point on the South line of said Lot 61, Mayfair 2nd Addition, said point also being on the North right-of-way line of Giles Road; thence S89°57'34"W along said South line of Lot 61, Mayfair 2nd Addition, said line also being said North right-of-way line of Giles Road, a distance of 20.00 feet to the Southwest corner of said Lot 61, Mayfair 2nd Addition, said point also being the Southeast corner of said Outlot 'A', Mayfair 2nd Addition; thence along the West line of said Lots 61 thru 63 and 65 thru 76, Mayfair 2nd Addition, said line also being the East line of said Outlot 'A', Mayfair 2nd Addition on the following described courses; thence N00°02'26"W, a distance of 203.75 feet; thence N23°42'37"E, a distance of 86.33 feet; thence N03°36'12"W, a distance of 116.63 feet; thence N03°53'20"W, a distance of 233.36 feet; thence N22°09'55"E, a distance of 219.57 feet; thence N18°35'14"W a distance of 238.60 feet; thence N08°54'49"E a distance of 212.60 feet, to the Point of Beginning.

Said tract of land contains an area of 29,912 square feet or 0.687 acres, more or less.

#97054.1
10/17/99

E&A CONSULTING GROUP, INC.
12001 "Q" STREET
OMAHA, NE 68137