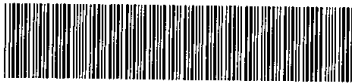


1320 470 MISC



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<b>Nebr Doc Stamp Tax</b>
<b>Date</b>
<b>\$</b>
<b>By</b>

RICHARD N. TAYLOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 DEC 17 AM 10:13

RECEIVED

GRANT OF EASEMENT

PERMANENT STORM SEWER AND PONDING EASEMENT

This Grant of Easement made this 29 th day of Nov., 1999, between GOLF REAL ESTATE DEVELOPMENT, L.L.C., hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 303 of Sarpy County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of Omaha, Douglas 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 or operating a storm sewer 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 storm sewer, 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.


RETURN: E&A Consulting Group  
12001 "D" St  
Omaha, NE 68137

FEE <u>700</u>	FB <u>01-60000</u>
BKP <u>515-10</u>	C/O _____ COMP _____
DEL _____	SCAN <u>J</u> FV _____

PERMANENT STORM SEWER AND PONDING EASEMENT  
PAGE 2


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.



\_\_\_\_\_  
GOLF REAL ESTATE DEVELOPMENT, L.L.C.  
BY: GREGORY A. SIAPERAS, MANAGING MEMBER  
STATE OF NEBRASKA    )  
                                  )SS  
COUNTY OF DOUGLAS )

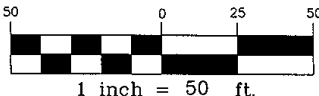
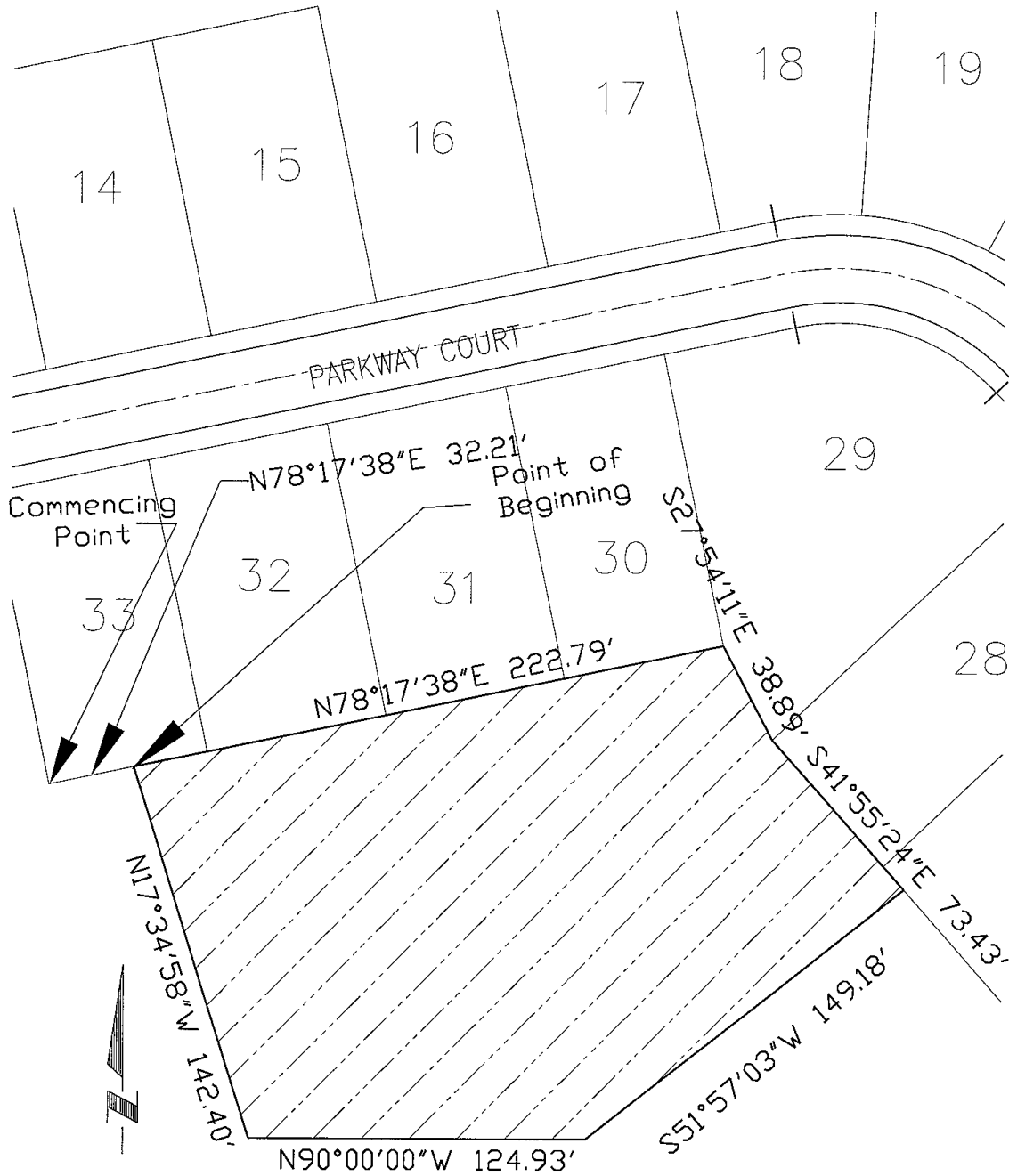
On this 29 th day of November, 1999, before me, a Notary Public in and for said County and State, personally appeared Gregory A Siaperas, Managing Member, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

GENERAL NOTARY-State of Nebraska  
**JAMES B. CAVANAGH**  
My Comm. Exp. Oct. 22, 2008

PERMANENT STORM SEWER AND PONDING EASEMENT



Path: I:\Projects\99050 Skyline Villas\legal.dwg  
 Drawn by: KDM

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

#99050  
 LEGAL DESCRIPTION 11-16-99  
 SEE PAGE 2 OF 2 PAGE 1 OF 2

LEGAL DESCRIPTION  
PERMANENT STORM SEWER AND  
PONDING EASEMENT

A Permanent Basin Easement located in the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 25, Township 15 North, Range 10 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Lot 33, The Villas at Skyline Woods, a Subdivision located in said South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 25, said point also being the Southeast corner of Lot 34, said The Villas at Skyline Woods; thence N78°17'38"E (assumed bearing) along the South Line of said Lot 33, The Villas at Skyline Woods, a distance of 32.21 feet to the point of Beginning; thence continuing N78°17'38"E along the South line of Lots 33, 32, 31, and 30, said The Villas at Skyline Woods, a distance of 222.79 feet to the Southeast corner of said Lot 30, The Villas at Skyline Woods said point also being on the West Line of Lot 29, said The Villas at Skyline Woods; thence S 27°54'11"E along the West Line of said Lot 29, The Villas at Skyline Woods, a distance of 38.89 feet to the Southerly corner of said Lot 29, The Villas at Skyline Woods, said point also being the Northwest Corner of Lot 28, said The Villas at Skyline Woods; thence S41°55'24" E along the Southwesterly Line of Lots 28 and 23, said The Villas at Skyline Woods, a distance of 73.43 feet; thence S51°57'03" W, a distance of 149.18 feet; thence N 90°00'00" W, a distance of 124.93 feet; thence N 17°34'58" W, a distance of 142.40 feet to the Point of Beginning.

Said tract of land contains an area of 35,057 square feet or 0.805 acres, more or less.

#99050  
11/16/99

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