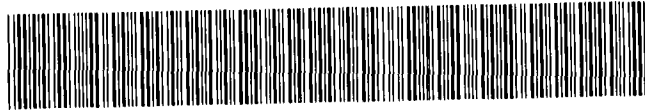


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FEE 34.00 FB 01-60000
BKP 251510/0 COMP
DEL SCAN FV

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/8/2014 14:53:47.39
 2014079472

PERMANENT GRADING EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT MEAK FARM LLC, 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 and sufficiency of which are hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 557 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to GRANTEE'S successors and assigns, easements for the right to install and maintain grading measures, and appurtenances thereto, over, across, in, through, and under the parcels of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto GRANTEE, and Grantee's successors and assigns, together with the right of ingress to and egress from such parcels of land for the purpose of inspecting and maintaining such grading measures, and appurtenance thereto, at the will of Grantee and Grantee's successors and assigns. Grantor and Grantor's successors and assigns may, following the installation of said grading measures and appurtenances thereto, continue to use the surfaces of the easements conveyed hereby for other purposes, subject to the right of Grantee and Grantee's successors and assigns to use the same solely for the purposes herein expressed.

It is further agreed as follows:

That, except as expressly provided in this paragraph, no building, improvements, or other structures shall be placed in, on, over, or across said easements by Grantor, or Grantor's successors and assigns, without the express written approval of Grantee. Improvements which may be placed in, on, over, or across said easements by Grantor without such approval of Grantee include (i) landscaping and (ii) connections to Blue Sage Parkway for streets and sidewalks which provide access for motor vehicles and pedestrians to and from Blue Sage Parkway for the benefit of the lands of Grantor and Grantor's successors and assigns which adjoin Blue Sage Parkway, and (iii) underground water, gas, and other utility lines. Any such improvements, including any trees, grass, or shrubbery placed on said easements, shall be maintained by Grantor, and Grantor's successors and assigns, and shall not interfere with the rights granted herein to Grantee.

RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: BCD

✓ 45886

That Grantee at its expense will replace or rebuild any and all damage to improvements caused by Grantee's exercising its rights of inspecting and maintaining said grading measures.

That the intent of said easements is that Grantee will install, for its benefit and for the benefit of Grantor and their respective successors and assigns, certain grading measures in the easement areas. Grantee warrants that said grading measures will be installed in accordance with any and all applicable rules, regulations, and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction, or replacement of said grading measures shall be at Grantee's sole cost and expense, except for any repairs, maintenance, reconstruction, or replacement necessitated solely as a result of the actions of Grantor or Grantor's successors and assigns. If Grantee fails to repair or maintain said grading measures in good condition, then, upon notice to Grantee of Grantee's failure to do so, Grantor shall have the right, but not the obligation, to repair, replace, and maintain said grading measures at Grantee's cost.

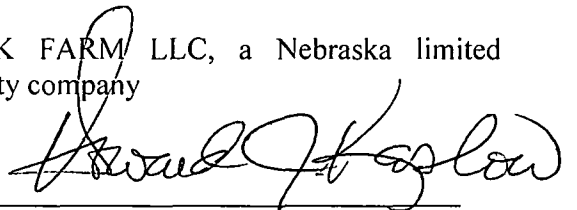
That Grantor confirms to Grantee, and Grantee's successors and assigns, that Grantor is well seized in fee of the above-referenced property, that Grantor has the right to grant and convey said easements in the manner and form aforesaid, and that Grantor will warrant and defend said easements to Grantee and Grantee's successors and assigns against the lawful claims and demands of all persons. Said easements shall run with the land and inure to the benefit of Grantee's successors and assigns.

That this instrument contains the entire agreement of the parties with respect to the subject matter of this instrument; that there are no different agreements or understandings between the Grantor and Grantee or Grantee's agents with respect to the subject matter of this instrument; and that Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or Grantee's agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 24th day of September, 2014.

MEAK FARM LLC, a Nebraska limited liability company

By:



Howard J. Kaslow, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of September, 2014, by Howard J. Kaslow, Manager, on behalf of Meak Farm LLC, a Nebraska limited liability company.

SEAL

Dianna M. Cupps
Notary Public

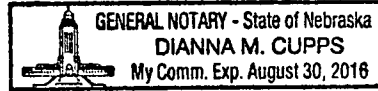
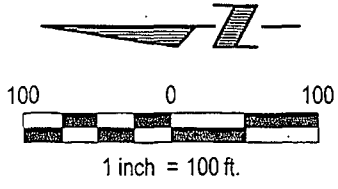
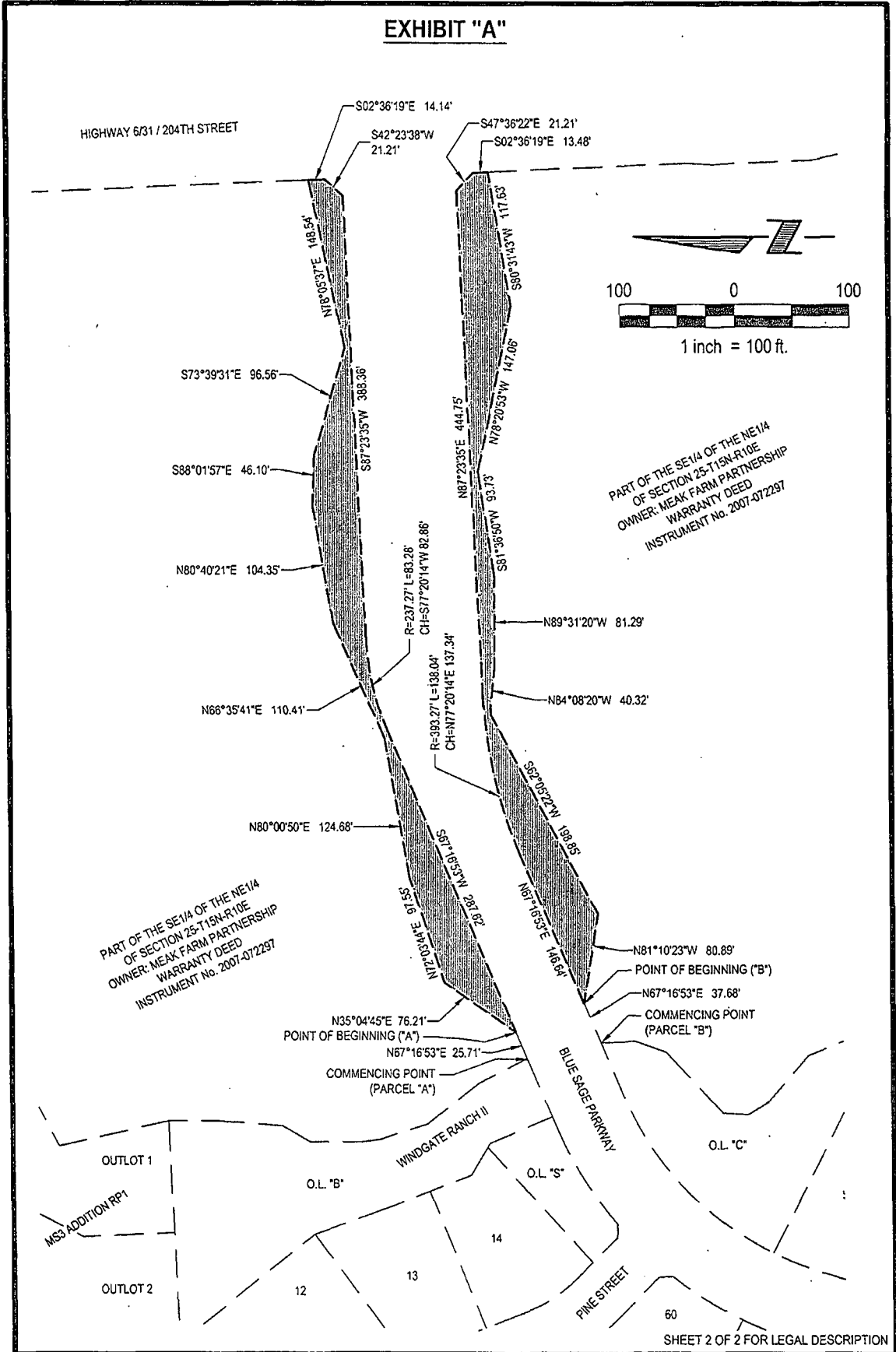


EXHIBIT "A"



PART OF THE SE¹/₄ OF THE NE¹/₄
OF SECTION 25-T15N-R10E
OWNER: MEAK FARM PARTNERSHIP
WARRANTY DEED
INSTRUMENT No. 2007-072297

PART OF THE SE¹/₄ OF THE NE¹/₄
OF SECTION 25-T15N-R10E
OWNER: MEAK FARM PARTNERSHIP
WARRANTY DEED
INSTRUMENT No. 2007-072297

SHEET 2 OF 2 FOR LEGAL DESCRIPTION



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: JRS | Chkd by: EAS 4/2/14 | Date: 03/31/2014
Job No.: P2012.182.002

PERMANENT GRADING EASEMENT

BLUE SAGE PARKWAY
SE¹/₄ OF THE NE¹/₄ OF SEC 25-T15N-R10E
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"

LEGAL DESCRIPTION

OWNER:
MEAK FARM PARTNERSHIP
WARRANTY DEED
INSTRUMENT No. 2007-072297

(PARCEL "A")

A PERMANENT GRADING EASEMENT LOCATED IN SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF OUTLOT "B", WINDGATE RANCH II, A SUBDIVISION LOCATED IN SAID SECTION 25, SAID LINE ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BLUE SAGE PARKWAY; THENCE N67°16'53"E (ASSUMED BEARING) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BLUE SAGE PARKWAY, A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING; THENCE N35°04'45"E, A DISTANCE OF 76.21 FEET; THENCE N72°03'44"E, A DISTANCE OF 97.55 FEET; THENCE N80°00'50"E, A DISTANCE OF 124.68 FEET; THENCE N68°35'41"E, A DISTANCE OF 110.41 FEET; THENCE N80°40'21"E, A DISTANCE OF 104.35 FEET; THENCE S88°01'57"E, A DISTANCE OF 46.10 FEET; THENCE S73°39'31"E, A DISTANCE OF 96.56 FEET; THENCE N78°05'37"E, A DISTANCE OF 148.54 FEET TO THE POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 6/31 (204TH STREET); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 6/31 (204TH STREET) ON THE FOLLOWING TWO (2) COURSES: THENCE S02°36'19"E, A DISTANCE OF 14.14 FEET; THENCE S42°23'38"W, A DISTANCE TO 21.21 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY OF HIGHWAY 6/31 (204TH STREET) AND SAID NORTHERLY RIGHT-OF-WAY OF BLUE SAGE PARKWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING THREE (3) COURSES: THENCE S87°23'35"W, A DISTANCE OF 388.36 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 237.27 FEET, A DISTANCE OF 83.28 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS S77°20'14"W, A DISTANCE OF 82.86 FEET; THENCE S67°16'53"W, A DISTANCE OF 287.62 FEET TO THE POINT OF BEGINNING.

SAID GRADING EASEMENT CONTAINS AN AREA OF 18,070 SQUARE FEET OR 0.415 ACRES, MORE OR LESS.

AND ALSO TOGETHER WITH;

(PARCEL "B")

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "C", WINDGATE RANCH II, A SUBDIVISION LOCATED IN SAD SECTION 25, SAID LINE ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BLUE SAGE PARKWAY; THENCE N67°16'53"E (ASSUMED BEARING) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BLUE SAGE PARKWAY, A DISTANCE OF 37.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BLUE SAGE PARKWAY ON THE FOLLOWING THREE (3) COURSES: THENCE CONTINUING N67°16'53"E, A DISTANCE OF 146.64 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 393.27 FEET, A DISTANCE OF 138.04 FEET; SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N77°20'14"E, A DISTANCE OF 137.34 FEET; THENCE N87°23'35"E, A DISTANCE OF 444.75 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY OF BLUE SAGE PARKWAY AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 6/31 (204TH STREET); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 6/31 (204TH STREET) ON THE FOLLOWING TWO (2) COURSES: THENCE S47°36'22"E, A DISTANCE OF 21.21 FEET; THENCE S02°36'19"E, A DISTANCE OF 13.48 FEET; THENCE S80°31'43"W, A DISTANCE OF 117.63 FEET; THENCE N78°20'53"W, A DISTANCE OF 147.06 FEET; THENCE S81°36'50"W, A DISTANCE 93.73 FEET; THENCE N89°31'20"W, A DISTANCE OF 81.29 FEET; THENCE N84°08'20"W, A DISTANCE OF 40.32 FEET; THENCE S62°05'22"W, A DISTANCE OF 198.85 FEET; THENCE N81°10'23"W, A DISTANCE OF 80.89 FEET TO THE POINT OF BEGINNING.

SAID GRADING EASEMENT CONTAINS AN AREA OF 17,297 SQUARE FEET OR 0.397 ACRES, MORE OR LESS.

25-15-10

SHEET 1 OF 2 FOR DRAWING

 <p>Engineering Answers</p>	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700</p>		<p>PERMANENT GRADING EASEMENT BLUE SAGE PARKWAY SE1/4 OF THE NE1/4 OF SEC 25-T15N-R10E DOUGLAS COUNTY, NEBRASKA</p>
	<p>Drawn by: JRS Chkd by: EAS <i>Alia</i> Date: 03/31/2014</p>	<p>Job No.: P2012.182.002</p>	