

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
99-020159

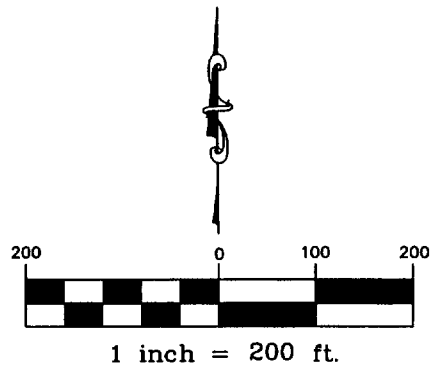
99 JUN 25 AM 9:22

Glenn J. Bowring
 REGISTER OF DEEDS

99-20159

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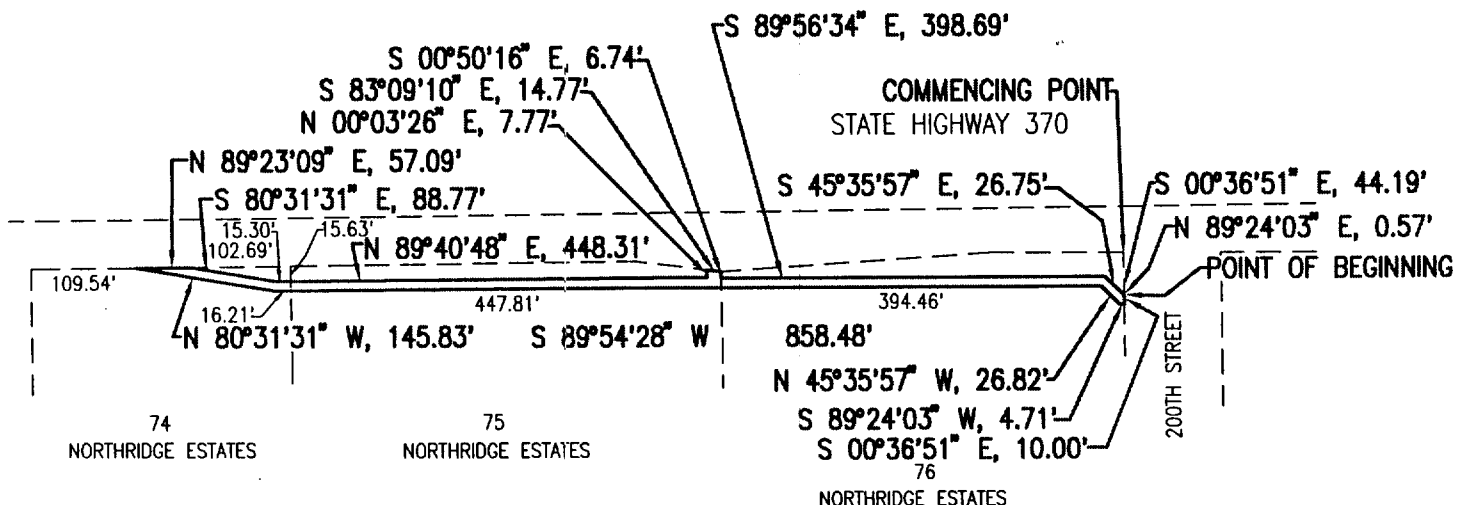
LEGAL DESCRIPTION
WATER LINE EASEMENT



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 S00°36'51"E, a distance of 44.19 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
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 OMAHA, NE 68137
 (402) 895-4700 FAX (402) 895-3599

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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

