

92-27386

FILED SARP COUNTY, NE.
INSTRUMENT NUMBER
92-027386

92 DEC -9 PM 3:03

Proof	<u> </u>
D.E.	<u> </u>
Verify	<u> </u>
Filmed	<u> </u>
Checked	<u> </u>
Fee \$	<u>275⁰⁰</u>

GRADING EASEMENT

For good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor *Carol J. Gavin* does hereby grant and convey unto Grantee, its successors and assigns the unlimited right to regrade the following described property, to-wit:

The rear fifteen (15') feet of Lots 19-33, inclusive, 35-52, inclusive, 54 and 55 Chalco Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

together with an ingress and egress easement over, through and across the above described property for the purpose of regrading the same. This right to regrade the above described property together with the right of ingress and egress over, through and across said property for such purpose shall expire on DECEMBER 1, 1997. Grantee for himself, his successors and assigns agrees that upon regrading, that Grantee shall resod and return such regraded area to a state reasonably similar to the condition of said property when regrading commenced. Grantor, for itself, its heirs and assigns, understands and agrees that such regrading may significantly alter the landscape design of the above described property in that substantial amounts of dirt may be removed and/or added to such property and that until such time as said property is regraded by Grantee or the expiration hereof, that Grantor, its heirs and assigns shall not plant any trees, shrubs and/or any growth other than grass nor construct nor place thereon any improvements of any kind and that if so done shall remove the same on the demand of Grantee, his successors and/or assigns upon 30 days prior written notice that Grantee, his successors and/or assigns is to start regrading.

All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns. It is specifically contemplated herein that Grantor as a homebuilder will convey such property to third party homeowners and that Grantee shall assign its rights in this easement to the owner of adjacent property which may be subsequently developed.

IN WITNESS WHEREOF, the undersigned have caused this easement to be signed and delivered this 30th day of November, 1992.

GRANTOR:
CONSTRUCTION SCIENCES, INC.

GRANTEE:
LANDEVCO, INC.

By: *[Signature]*
President

By: *[Signature]*
President

027386

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 30 day of November, 1992 by John J. Smith, President of Construction Sciences, Inc.

NEBRASKA GENERAL NOTARY
THERESA J. NICOLL
MY COMM. EXP.
MAY 26, 1995

Theresa J. Nicoll
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 30 day of November, 1992 by John J. Smith, President of Landevco, Inc..

NEBRASKA GENERAL NOTARY
THERESA J. NICOLL
MY COMM. EXP.
MAY 26, 1995

Theresa J. Nicoll
Notary Public