

2010-03097

02/04/2010 10:01:15 AM

*Floyd J. Dowling*

REGISTER OF DEEDS

COUNTER ah C.E. ab  
VERIFY P D.E. ab  
PROOF LM  
FEES \$ 15.50  
CHECK# 3298  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_



PERMANENT SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Dowd Grain Company, Inc., a Nebraska corporation, hereinafter referred to as Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Equestrian Ridge Estates II Homeowners Association, a Nebraska non-profit corporation, hereinafter referred to as Association, and to its successors and assigns, an easement for the right to grade, construct, seed, and maintain slopes and appurtenances thereto, in, through, and upon the parcel of land described as follows, to-wit:

Part of Lot 20, Equestrian Ridge Estates II, a subdivision in Sarpy County, Nebraska as more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Association, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing or replacing said slope improvements at the will of the Association. The Grantor may, following construction of said slope improvements, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Association to use the same for the purposes herein expressed.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity.

It is further agreed as follows:

1. That no grading, concrete, asphalt, fill or fill material, embankment work, trees, shrubs, landscaping, or shrubbery, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the Association.
2. That Association may construct, maintain, operate, repair or replace slope improvements within the permanent easement area described above.
3. That Association will replace or rebuild any and all damage to improvements caused by Association exercising its rights of inspecting, maintaining or operating said slope improvements except that damage to, or loss of trees and shrubbery will not be compensated for by Association.
4. That the Association 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 Association and any of said construction work.
5. That said Grantor for itself and its successors and assigns, does confirm with the said Association and its assigns, and that it, the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said Association and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
6. That said easement is granted upon the condition that the Association may 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.
7. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the Grantor and the Association or its agents; and that the Grantor in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the Association or its agents or employees, except as set forth herein.

*Please Return To:*

Jeffrey B. Farnham  
Attorney at Law  
220 North 89<sup>th</sup> Street, #201  
Omaha, NE 68114

A

IN WITNESS WHEREOF said Grantor has hereunto set its hand this 22<sup>nd</sup> day of January, 2010.

DOWD GRAIN COMPANY, INC.

By: *Duane J. Dowd*  
Duane J. Dowd, Its President

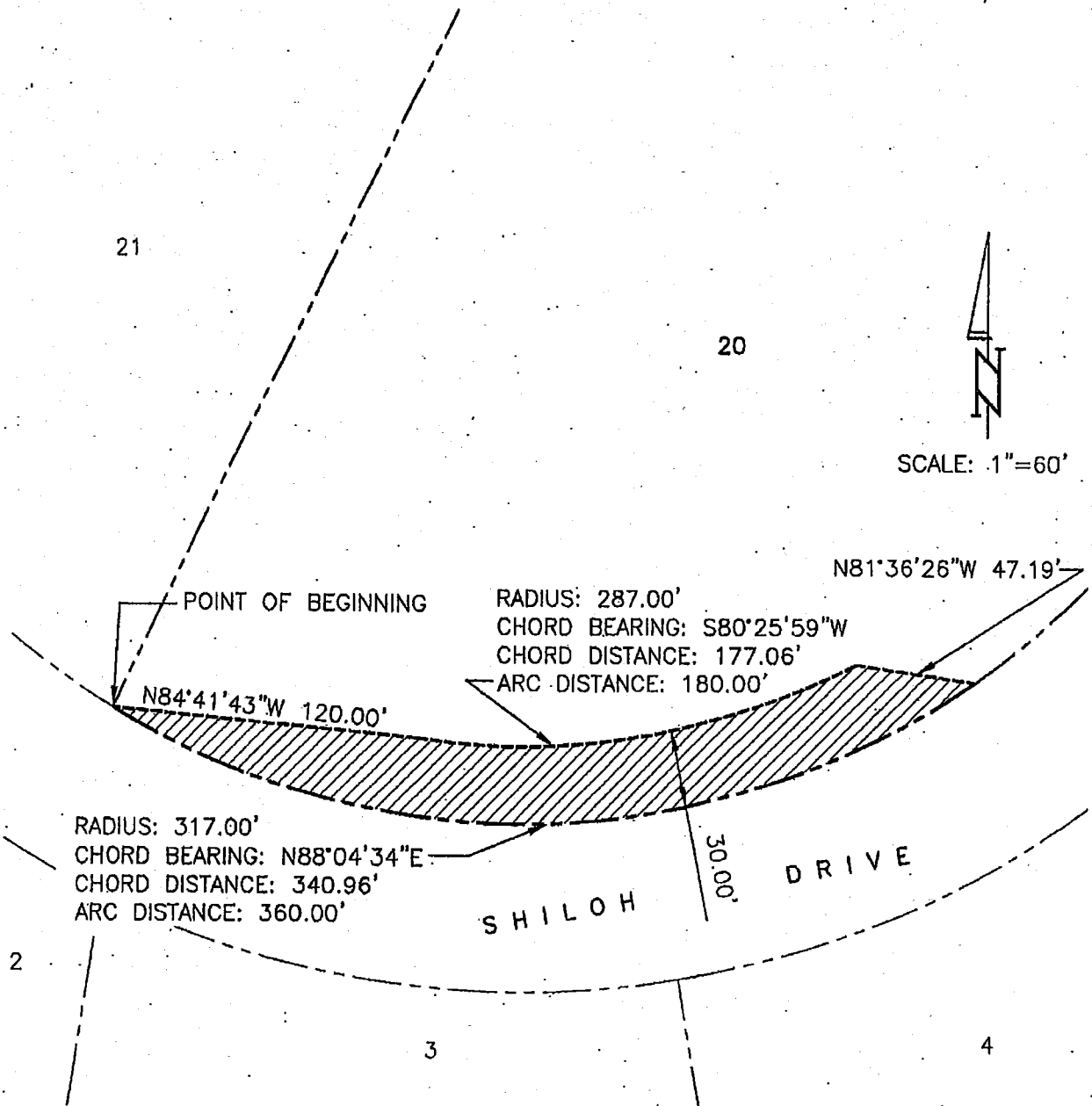
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 22<sup>nd</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for said County, personally came Duane J. Dowd, President of Dowd Grain Company, Inc., a Nebraska corporation, on behalf of said corporation to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written.



*Jeffrey B. Farnham*  
Notary Public



**LEGAL DESCRIPTION**

THAT PART OF LOT 20, EQUESTRIAN RIDGE ESTATES II, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 20;  
 THENCE NORTHEASTERLY ON THE SOUTHEAST LINE OF SAID LOT 20 ON A 317.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N88°04'34"E, CHORD DISTANCE 340.96 FEET, AN ARC DISTANCE OF 360.00 FEET;  
 THENCE N81°36'26"W 47.19 FEET ON A NON-TANGENT LINE;  
 THENCE SOUTHWESTERLY ON A LINE 30.00 FEET NORTH OF AND CONCENTRIC WITH THE SOUTHEAST LINE OF SAID LOT 20 ON A 287.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S80°25'59"W, CHORD DISTANCE 177.06 FEET, AN ARC DISTANCE OF 180.00 FEET;  
 THENCE N84°41'43"W 120.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.20 ACRES MORE OR LESS

DOWD GRAIN TD2 FILE NO.: 1237-102-EASEL DATE: JANUARY 19, 2010  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860