

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003 - 32785

2003 JUN 16 A 10:14 AM

Lloyd J. Dowding
REGISTER OF DEEDS

Counter aa
Verify aa
D.E. sm
Proof mr
Fee \$ 23.00
Ck Cash Chg



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

DL

SARPY COUNTY REGISTER OF DEEDS
GATE DRIVE, STE 1109
DN, NE 68046-2895
32-593-5773

Design Engineering and Associates, Inc.
ENGINEERS PLANNERS
9749 SOUTH 175TH CIRCLE • OMAHA, NE 68136
(402) 758-0840 • FAX (402) 894-5486

106

LARRY HAGEWOOD, P.E.
President

A

GENERAL EASEMENT AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That Fairway Homes, Inc.
17403 La Quinta Circle, Omaha, NE., 68136

(party) (parties) of the first part, for and in consideration of the sum of One
Dollar (\$ 1.00) and other good and valuable considerations
paid to (him) (her) (them) (it) by Sarpy County Sanitary and Improvement
District No. 158, party of
the second part, whose address is 11605 Arbor St., Omaha, NE., 68144
does hereby convey, grant and release to said party of the second part a perm-
anent easement and right-of-way in which to construct, operate, maintain, repair and/
or replace drains, sewers, water lines or other public service facilities or any combin-
ation thereof, over, across, under and through the following parcels of land situated
in the NW 1/4 of Sec. 28-14-11, and described as:

Said permanent easement is described as follows:

*A ten feet wide storm sewer easement five feet wide on
either side of the common lot line between the following lots:
Lots 4 & 5, Lots 11 & 12 and Lots 15 & 16, All in Lakeside
at Tiburon as surveyed, platted and recorded in Sarpy
County, Nebraska.*

Also a temporary construction easement and right-of-way

N/A

It is understood that no buildings or construction of any kind or nature will be placed upon the permanent right-of-way without the prior written consent of the party of the second part.

Any existing buildings, structures or fences, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the party of the second part. This conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part.

B

This instrument shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have (has) hereunto affixed their (his) signature(s) this June day of 16, A.D., ~~20~~ 2003.

In presence of:

Sign here Michealene Ruff
Type here Michealene RUFF

Sign here L Hagewood
Type here Larry Hagewood
Its President - Fairway Homes Inc

Sign here _____
Type here _____

Sign here _____
Type here _____
Its _____

STATE OF Nebraska)
COUNTY OF Sarpy) ss.

On this 16 day of June, ~~20~~ 2003
before me, a Notary Public in and for said County, personally appeared the above named Larry Hagewood
to me personally known who, being duly sworn did each for himself say that they are respectively the President of Fairway Homes Inc
of said corporation, and that said instrument was signed in behalf of said corporation by authority of its President and said
acknowledged said instrument to be the free act and deed of said corporation.

NE DL EXP 6-16-04

Linda A. LaPe
Notary Public

Sarpy County.

My commission expires 7-16-2003.



