



MISC 2005104111



AUG 23 2005 14:07 P 3

West of lot 101

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE



8/23/2005 14:07:23.29
2005104111

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

F	<i>Misc</i>	FEE <u>15.30</u>	FB <u>01-60000-</u>
	<u>3</u>	BKP <u>9-15-11</u> ^{VSB} C/O	COMP _____
	1	DEL _____	SCAN _____ FV _____



GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 8th day of June, 2005, between Manchester Ridge, LLC, a Nebraska Limited Partnership, hereafter referred to as "Grantor", in favor of S.I.&D. 489 of Douglas County, NE., hereafter referred to as "Grantee" and its successors and assigns.

THAT, said Grantor in consideration of the sum of two dollars (\$2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto grantee and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT 'A'

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating storm sewers and associated surface drainageway at the will of the Grantee.

3. That no 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 Grantee. Improvements which may be approved by grantee include landscaping, grading for roadways or development and 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 and assigns.

4. Grantee shall cause any disturbance of grade made on said easement to be properly refilled and compacted, and repair or replace any disturbed pavement, and 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 Grantee and any of said construction work.

5. That said Grantor for himself and his successors and assigns, do confirm with the Grantee and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

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

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

GRANTOR -

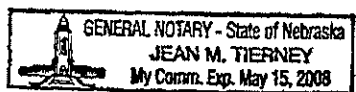
Manchester Ridge LLC,
A Nebraska Limited Partnership
By Patrick Day, General Partner

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 8th day of June, 2005, before me, a Notary public in and for said County and State, personally appeared Patrick & Day, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

Jean M Tierney
NOTARY PUBLIC

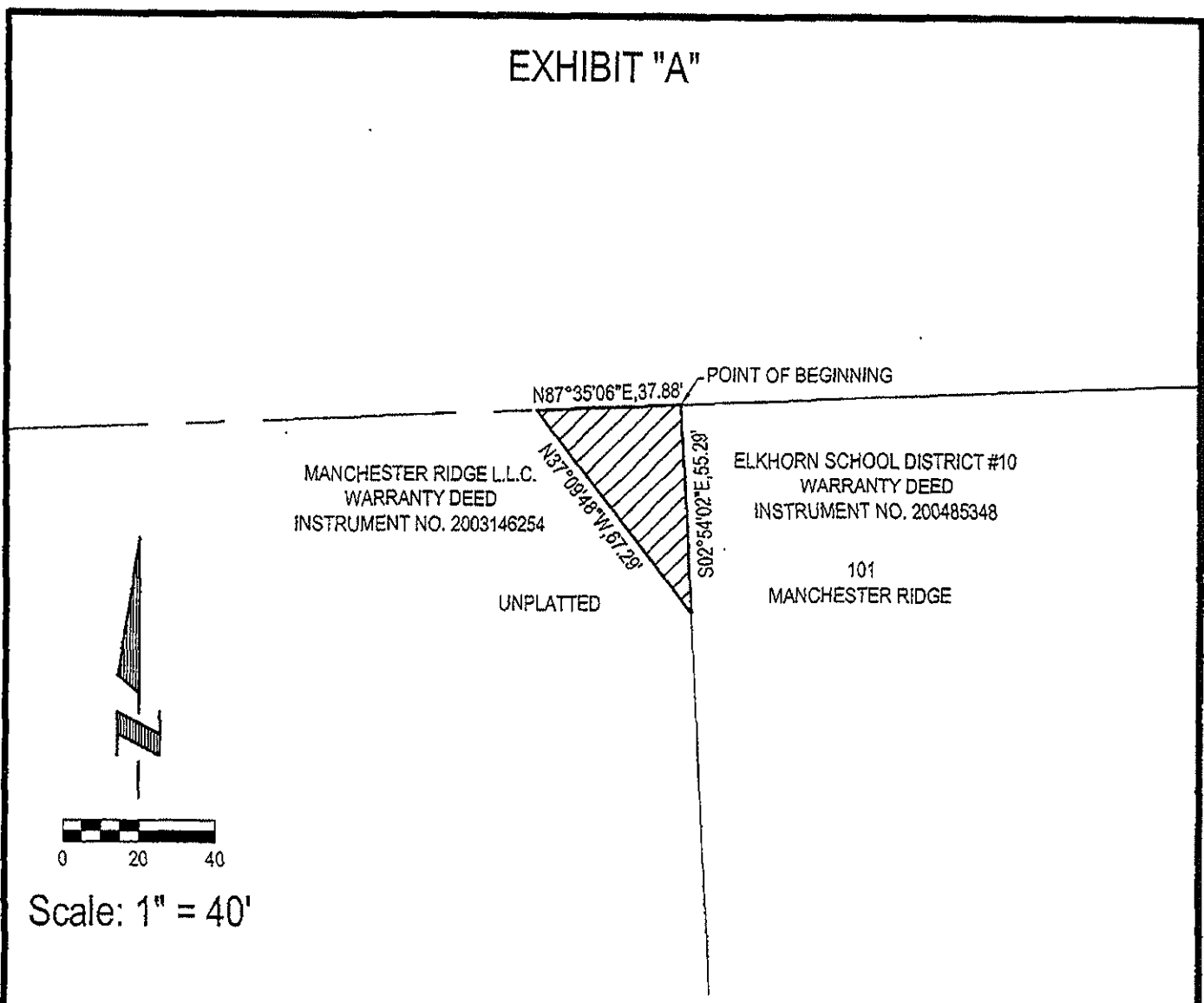
My Commision expires 5-15-08



Return to:
E & A Consulting Group
12001 Q Street
Omaha, NE 68137

Allen Heather

EXHIBIT "A"



Scale: 1" = 40'

LEGAL DESCRIPTION

A PERMANENT STORM SEWER EASEMENT LOCATED IN THE SW1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 101, MANCHESTER RIDGE, A SUBDIVISION LOCATED IN THE EAST 1/2 OF SAID SW1/4 OF SECTION 9, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SW1/4 OF SECTION 9; THENCE S02°54'02"E ALONG THE WEST LINE OF SAID LOT 101, MANCHESTER RIDGE, A DISTANCE OF 55.29 FEET; THENCE N37°09'48"W, A DISTANCE OF 67.29 FEET TO A POINT ON SAID NORTH LINE OF THE SW1/4 OF SECTION 9; THENCE N87°35'06"E ALONG SAID NORTH LINE OF THE SW1/4 OF SECTION 9, A DISTANCE OF 37.88 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 1,047 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 12001 Q STREET OMAHA, NE 68137 PHONE: (402) 985-4700

Drawn by: JNT Chkd by: wac 6-8-05 Chkd by: _____
 Job No.: 2003089.01 Date: 06/01/2005 Book No.: _____

PERMANENT STORM SEWER EASEMENT
 DOUGLAS COUNTY, NEBRASKA