



BK 1377 PG 210-211



MISC 2001 05095

RICHARD N TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE  
01 APR 10 PM 3:36  
RECEIVED

### GRANT OF EASEMENT

#### PERMANENT DRAINAGE AND STORM SEWER EASEMENT

This Grant of Easement made this 10<sup>TH</sup> day of April, 2001, between Shadow Ridge Limited Partners, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 367, Douglas County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, and the City of Omaha, Nebraska, hereinafter referred to as "CITY".

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 CITY and SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

LOTS 268, 270, 271 AND 272, THE RIDGES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

2. TO HAVE AND TO HOLD unto said CITY and SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating storm sewer and drainage improvements, Grantor may continue to use the surface of the easement area conveyed hereby for other purposes, subject to the right of the CITY and SID to use the same for the purposes herein expressed.

3. That no buildings, improvements, or other structures shall be placed in, on, over or across said easement area by GRANTOR, its successors and assigns, without express approval of the CITY and SID. Improvements which may be approved by CITY and SID include landscaping or roads, street or parking area surfacing or pavement and other golf course related improvements. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns. The parties further acknowledge that no extraordinary duty is to be assumed by the CITY with respect to the maintenance of the existing of proposed storm sewer and drainage improvements because of the close proximity of the storm sewer and drainage improvements and the golf course. In the event that any excavation is necessary within the easement area in order to perform any work on the storm sewer and drainage improvements, the CITY and SID shall exercise due care and adequate notice before performing the same, but GRANTOR shall retain the responsibility of providing any additional shoring or lateral support necessary for the protection of the golf course. GRANTOR is aware parts of the golf course may be closed due to maintenance work on the sewer lines. GRANTOR will repair greens at its costs if they are damaged due to maintenance of the storm sewer or channel drainage.

4. That CITY and SID will replace or rebuild any and all damage to improvements caused by CITY and SID exercising its rights of inspecting, maintaining or operating storm sewer and channel drainage except that, damage to or loss of trees and shrubbery or golf course greens will not be compensated for by CITY or SID.

5. That CITY and SID shall cause any trench made on said easement area to be properly refilled 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 CITY and SID and any of said construction and work.

6. That said GRANTOR does confirm with the said CITY and SID and its assigns, and that the GRANTOR is the grantee 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 will warrant and defend this easement to said CITY and SID and its assigns against the lawful claims and demands of all persons claiming under and through GRANTOR. This easement runs with the land described as Lots 268, 270, 271 and 272, The Ridges Subdivision, Douglas County, Nebraska.

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

E+A CONSULTING GROUP, INC

12001 "Q" ST.

OMAHA NE

68137

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

SHADOW RIDGE LIMITED PARTNERS



By: Steve Shanahan, President

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

*10<sup>TH</sup> April*

On this ~~10<sup>th</sup>~~ day of ~~March~~, 2001, before me a Notary Public, in and for said County, personally appeared Steve Shanahan, President of Shadow Ridge Limited Partners, who executed the above and foregoing easement and acknowledged the execution thereof to be his voluntary act and deed as said officer of said limited partners.



NOTARY PUBLIC

(SEAL)

My Commission expires 04-30-03

