



MISC 2006016081



FEB 13 2006 14:24 P 4

PERMANENT SANITARY SEWER EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/13/2006 14:24:41.15



KNOW ALL MEN BY THESE PRESENTS:

THAT SNGF DEVELOPMENT, L.L.C., hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, A MUNICIPAL CORPORATION, hereinafter referred to as CITY and to its successors and assigns, and SANITARY AND IMPROVEMENT DISTRICT NO. 503 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, an easement for the right to construct, maintain and operate sanitary sewers, and appurtenances thereto, in through and under the parcel of land legally described as follows:

See Exhibit "A", attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, and GRANTEE together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining or operating said Improvements at the will of the CITY, its successors and assigns. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement conveyed hereby for other purposes, including cross-easements that do not unreasonably interfere with CITY's use contemplated herein, subject only to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

That, unless by virtue of a cross-easement that does not unreasonably interfere with CITY's use of the easement area, no grading, fill or fill material, embankment work, building, improvements, or other structures, shall be placed in, on, over or across said easement by Grantor, its successors and assigns without express written approval of CITY. Improvements which may be placed across said easement strip by Grantor include, landscaping, road, street, parking area surfacing, pavement, or fences. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

That CITY or GRANTEE will replace or rebuild any and all damage to improvements caused by CITY or GRANTEE exercising its rights of inspecting, maintaining or operating said sanitary sewer, which shall include re-seeding, if applicable, but shall not include replacement of trees.

It is the intent of the easement for CITY to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. CITY warrants that said sanitary sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the sanitary

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sewer line shall be at CITY's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer.

That said Grantor and its successors and assigns does confirm with said CITY and its successors and assigns, 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 will warrant and defend this easement to said CITY and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of CITY's successors and assigns.

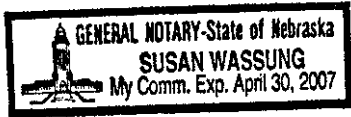
That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and CITY or its agents; and that the Grantor, in executing and delivering this instrument, has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

IN WITNESS WHEREOF, GRANTOR has executed this easement this 9th day of FEBRUARY 2006.

GRANTOR:
SNGF DEVELOPMENT, L.L.C.
Tom Falcone, also known as Thomas Falcone ^(P)
By: [Signature]
Its: Myr Miller

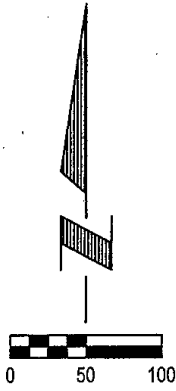
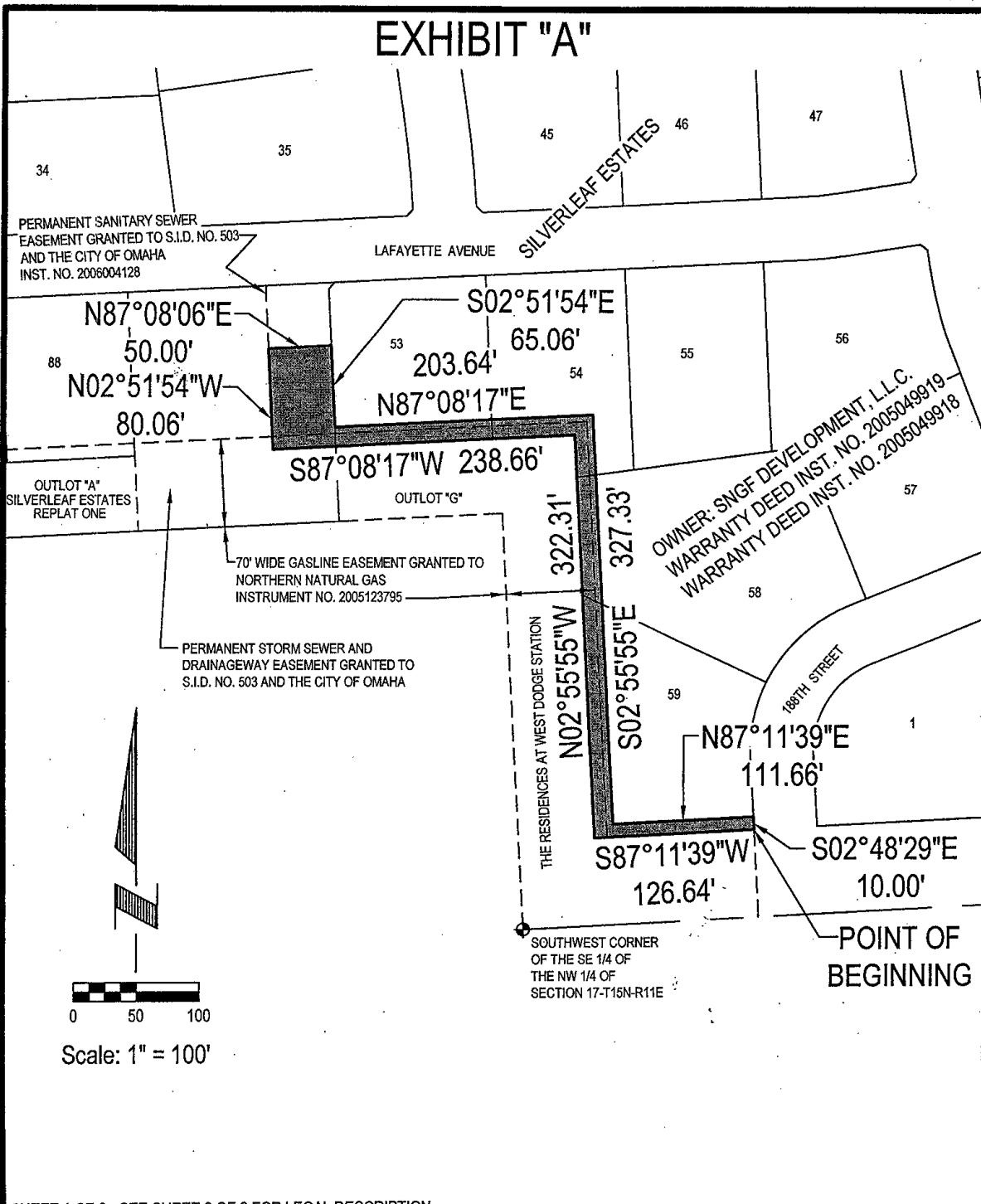
STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 2006
by Thomas Falcone, managing member.



Susan Wassung
Notary Public

EXHIBIT "A"



SHEET 1 OF 2 - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

ea E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 12001 G STREET OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: EDF Chkd by: _____ Chkd by: _____

Job No.: 2003144.01 Date: 1/26/06 Book No.: _____

SILVERLEAF ESTATES
 SANITARY SEWER
 EASEMENT EXHIBIT

EXHIBIT "A"

LEGAL DESCRIPTION

OWNER: SNGF DEVELOPMENT, L.L.C.
WARRANTY DEED - INSTRUMENT NO. 2005049919
AND
WARRANTY DEED - INSTRUMENT NO. 2005049918

A SANITARY SEWER EASEMENT LOCATED IN LOTS 53, 54, 58, AND 59, SILVERLEAF ESTATES (LOT 1 THRU 78 INCLUSIVE), A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 17; AND ALSO LOCATED IN OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 17; ALL LOCATED IN TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 59, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF OUTLOT "G", THE RESIDENCES AT WEST DODGE STATION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 17 AND THE WESTERLY RIGHT-OF-WAY LINE OF 188TH STREET; THENCE S87°11'39"W ALONG THE SOUTH LINE OF SAID LOT 59, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING SAID NORTHERLY LINE OF OUTLOT "G", THE RESIDENCES AT WEST DODGE STATION, A DISTANCE OF 126.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 59, SILVERLEAF (LOTS 1 THRU 78 INCLUSIVE); THENCE N02°55'55"W ALONG THE WEST LINE OF SAID LOTS 59 AND 58, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), AND ALSO THE SOUTHERLY LINE OF SAID LOT 54, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING SAID NORTHERLY LINE OF OUTLOT "G", THE RESIDENCES AT WEST DODGE STATION, A DISTANCE OF 322.31 FEET; THENCE S87°08'17"W ALONG SAID SOUTHERLY LINE OF LOT 54, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), AND THE SOUTHERLY LINE OF SAID LOT 53, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), AND THE WESTERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID NORTHERLY LINE OF OUTLOT "G", THE RESIDENCES AT WEST DODGE STATION, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 238.66 FEET; THENCE N02°51'54"W, A DISTANCE OF 80.06 FEET; THENCE N87°08'06"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 53, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING THE EAST LINE OF SAID OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE; THENCE S02°51'54"E ALONG SAID WEST LINE OF LOT 53, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING SAID EAST LINE OF OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE, A DISTANCE OF 65.06 FEET; THENCE N87°08'17"E, A DISTANCE OF 203.64 FEET; THENCE S02°55'55"E, A DISTANCE OF 327.33 FEET; THENCE N87°11'39"E, A DISTANCE OF 111.66 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 59, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 188TH STREET; THENCE S02°48'29"E ALONG SAID EASTERLY LINE OF LOT 59, SILVERLEAF ESTATES (LOTS 1 THRU 78 INCLUSIVE), SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 188TH STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS AN AREA OF 13,009 SQAURE FEET OR 0.299 ACRES, MORE OR LESS.

SHEET 2 OF 2 - SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
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Drawn by: EDF Chkd by: _____ Chkd by: _____

Job No.: 2003144.01 Date: 1/26/06 Book No.: _____

**SILVERLEAF ESTATES
SANITARY SEWER
EASEMENT EXHIBIT**