



MISC 2006051725



MAY 09 2006 13:38 P 4

**PERMANENT SANITARY SEWER EASEMENT**

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

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

2006 IN WITNESS WHEREOF, GRANTOR has executed this easement this 3 day of MAY

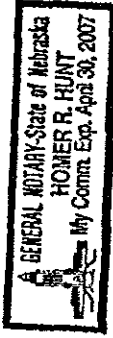
GRANTOR:  
SNGF DEVELOPMENT, L.L.C.  
Tom Falcone

By: [Signature]  
Its: Tom Falcone

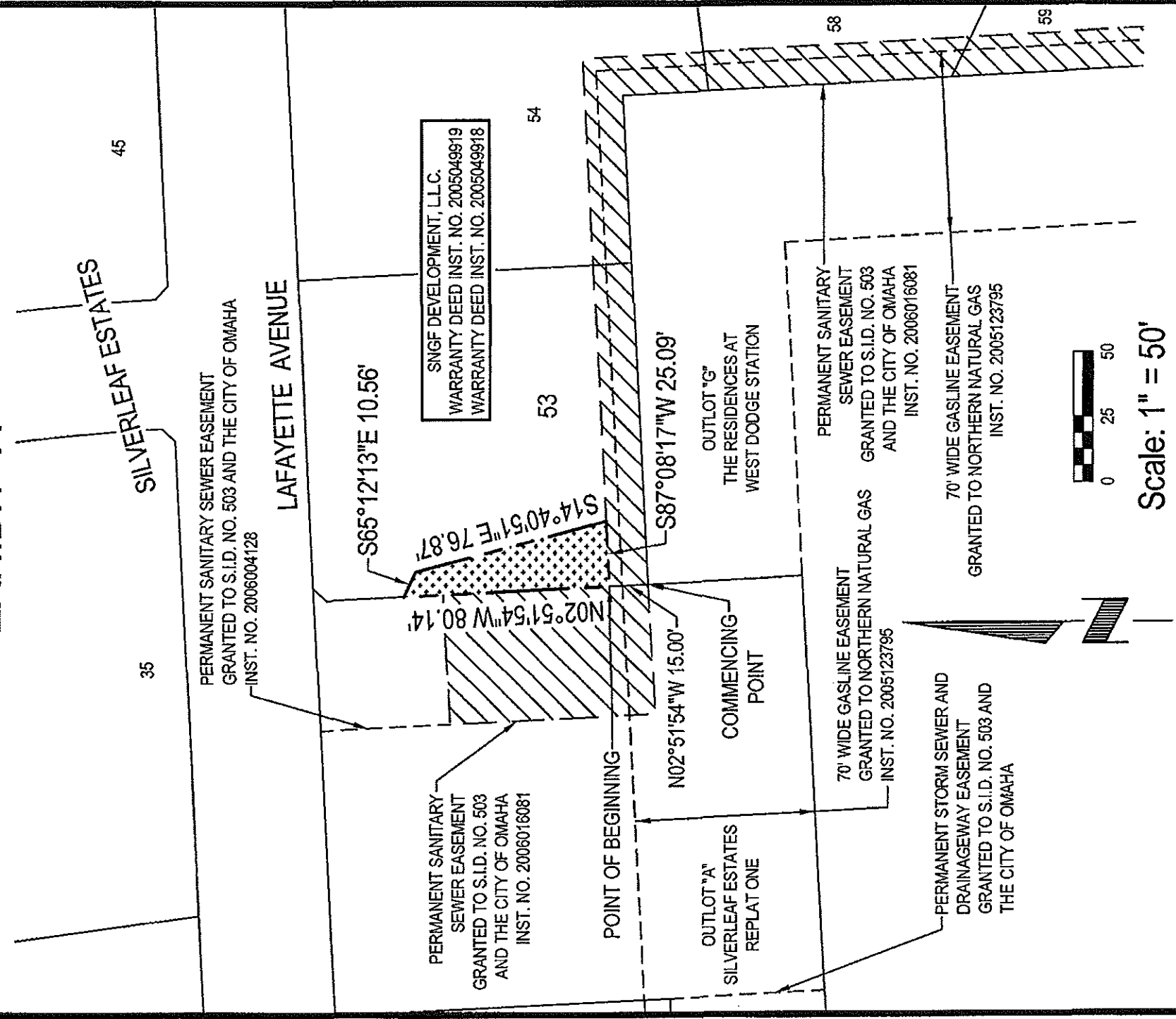
STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 3 day of MAY, 2006  
by TOM FALCONE, Managing member

Homer R. Hunt  
Notary Public



# EXHIBIT "A"



Scale: 1" = 50'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
1207 Q STREET OMAHA, NE 68102 PHONE (402) 865-4700

**PERMANENT SANITARY  
 SEWER EASEMENT**  
 PART OF LOT 53  
 SILVERLEAF ESTATES  
 DOUGLAS COUNTY, NEBRASKA

Drawn by: SDD Chkd by: \_\_\_\_\_ Chkd by: \_\_\_\_\_

Job No.: 2003144.01 Date: 3/10/2006 Sheet No.: 1 OF 2

# EXHIBIT "A"

LEGAL DESCRIPTION  
 SNGF DEVELOPMENT, L.L.C.  
 WARRANTY DEED INSTRUMENT NO. 2005049918  
 WARRANTY DEED INSTRUMENT NO. 2005049919

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN LOT 53, SILVERLEAF ESTATES (LOT 1 THRU 78 INCLUSIVE), A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 53, SILVERLEAF ESTATES, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "G", THE RESIDENCES AT WEST DODGE STATION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 17, SAID POINT ALSO BEING ON THE EAST LINE OF OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 17; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 53, SILVERLEAF ESTATES, SAID LINE ALSO BEING SAID EAST LINE OF OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°51'54"W ALONG SAID WEST LINE OF LOT 53, SILVERLEAF ESTATES, SAID LINE ALSO BEING SAID EAST LINE OF OUTLOT "A", SILVERLEAF ESTATES REPLAT ONE, A DISTANCE 80.14 FEET; THENCE S65°12'13"E, A DISTANCE OF 10.56 FEET; THENCE S14°40'51"E, A DISTANCE OF 76.87 FEET; THENCE S87°08'17"W, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 1,319 SQAURE FEET OR 0.030 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS

1201 G STREET, OMAHA, NE 68137 PHONE: (402) 865-6700

Drawn by: SDD Chkd by:

Job No.: 2003144.01 Date: 3/10/06 Sheet No.: 2 OF 2

PERMANENT SANITARY  
 SEWER EASEMENT  
 PART OF LOT 53  
 SILVERLEAF ESTATES  
 DOUGLAS COUNTY, NEBRASKA