




MISC 2007099858



AUG 30 2007 15:32 P 6

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 FEE 33⁵⁰ FB 00-36018
 BKP _____ C/O _____ COMP
 DEL _____ SCAN _____ FV _____

Return filed Easement to
 Jennifer J. Taylor
 Slusky Law, LLC
 17445 Arbor Street, Suite 300
 Omaha, NE 68130

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/30/2007 15:32:19.66

 2007099858

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

G & D Partnership, a Nebraska general partnership, hereinafter referred to as “Grantor”, for and in consideration of the construction of a sanitary sewer lines with appurtenances and accessories and associated drain field, and the mutual promises contained herein, does hereby grant and convey unto the owners of Lots 2, 3, 4, 6, 7, 8 and 9 of Skyline Meadows, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, hereinafter referred to individually as “Lot Owners” and collectively as “Grantees”, and to their successors and assigns, a permanent easement for the right to maintain, repair, replace and operate sanitary sewer lines with appurtenances and accessories and associated drain field, in, through, and under the parcel of land described as:

See legal description attached hereto as Exhibit A and incorporated herein by this reference (“Easement Area”).

To have and to hold unto the said Grantees, their successors and assigns, together with the right of permanent ingress and egress from said premises for the purpose of connecting to, inspecting, maintaining, repairing, replacing or operating said sanitary sewer lines with appurtenances and accessories and associated drain field, as constructed by Grantor, at the will of Grantees. The Grantor may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of Grantees to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, embankment work, fill or fill material or other structures (“Improvements”) shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns, or any Lot Owner, its successors and assigns, without the express approval of a majority of the Grantees. Improvements which may be approved by Grantees may include, but are not limited to, the installation of landscaping, utility lines, road, street, or parking area. Any Improvements and any trees, grass or shrubbery placed in said easement shall be maintained by Grantee, its successors and assigns.

2. That Grantees will replace or rebuild any and all damage to improvements caused by Grantees exercising their rights of inspecting, maintaining, repairing, replacing or operating said sanitary sewer lines with appurtenances and accessories and associated drain field, including but not limited to damage to trees or shrubbery.

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3. That Grantees shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

4. That this easement shall also inure to the benefit of any contractor, agent, employee, or representative of Grantees.

5. That said Grantor for itself, and its successors and assigns, does confirm with Grantees and their successors and assigns that 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, for its successors and assigns, or shall warrant and defend this easement to said Grantees and their assigns against the lawful claims and demands of all persons. This easement is a permanent easement and runs with the land.

6. That Grantees shall have the right and obligation to maintain the Easement Area and said sanitary sewer lines and associated drain fields. Each Lot Owner, at its expense, shall maintain the portion of the Easement Area included within the boundaries of each Lot Owner's lot and the separate and individual sanitary sewer line and associated drain field dedicated specifically to the Lot Owner's lot. Maintain or maintenance shall mean and refer to all grounds keeping, maintenance, repair, refurbishing and replacement necessary or appropriate to keep the Easement Area neat and said sanitary sewer and associated drain field in sound structural and operating condition.

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


8. That Grantees will indemnify and hold Grantor harmless from any and all damage of whatsoever type or nature which Grantor may sustain in and about the construction of said sanitary sewer line with appurtenances and accessories and associated drain field, and in addition thereto, will indemnify and hold harmless the Grantor for any and all damage which may be sustained by said Grantor by reason of the negligence of the Grantees or their agents, in or about any of the work or operation in or about said sanitary sewer line with appurtenances and accessories and associated drain field, including any claim for attorney fees or other costs incurred in defending any actions brought by third parties against Grantor.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand this 30th day of August, 2007.

GRANTOR:

G & D Partnership, a Nebraska general partnership

By its partner:

By: 
Partner

GRANTEES:

G & D Partnership, a Nebraska general partnership

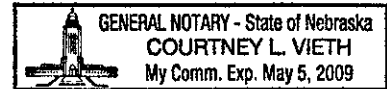
By its partner:

By: *Charles L Pugh*
Partner

STATE OF Nebraska)
)ss
COUNTY OF Douglas)

On this 30th day of August, 2007, before me, the undersigned, a notary public in and for said state, personally came Doug Pugh on behalf of and as the duly authorized representative of G & D Partnership, a Nebraska general partnership, and acknowledged the execution thereof to be his voluntary act and deed.

Courtney L Vieth
Notary Public

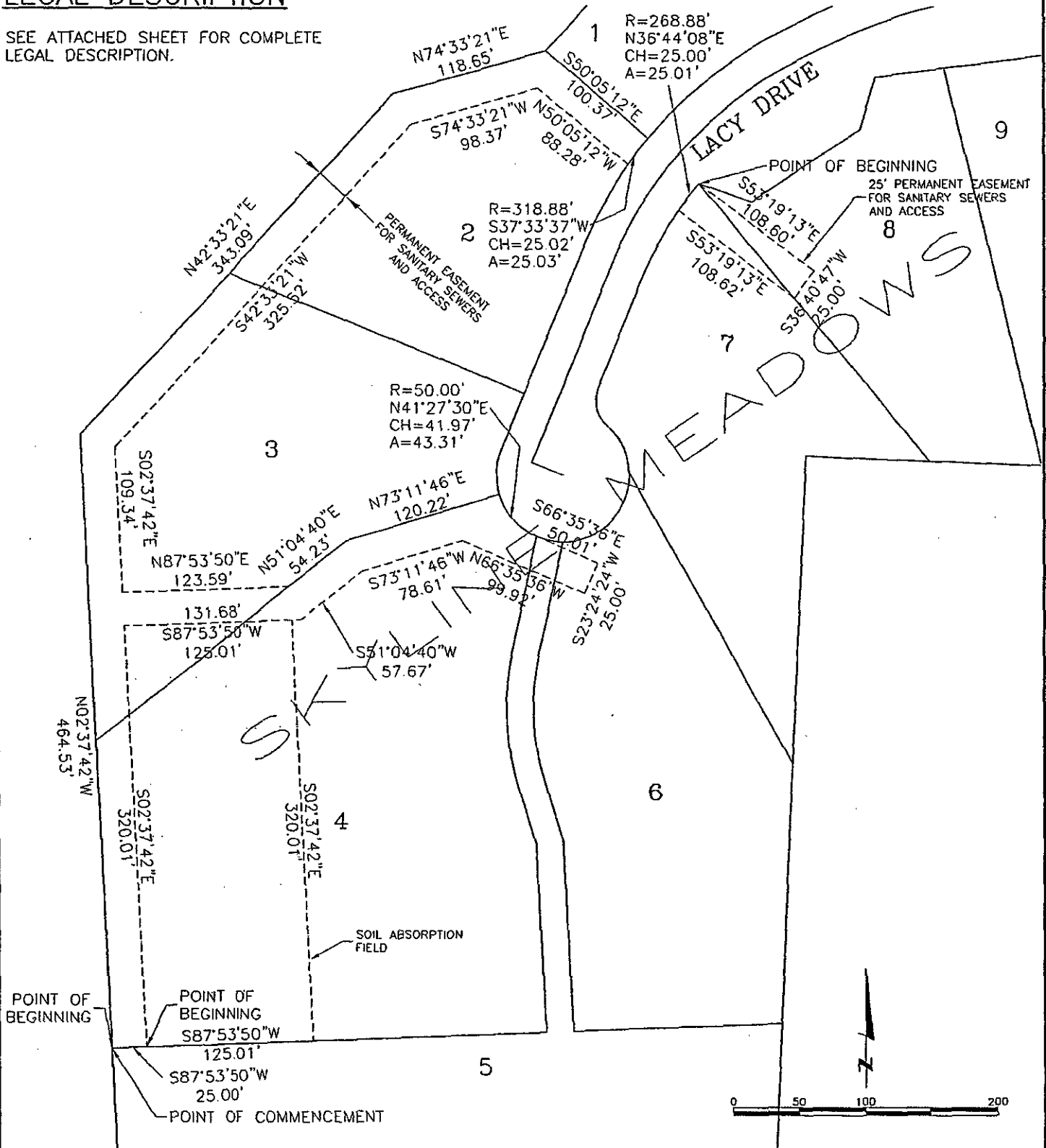


6976-2/#17353

EASEMENT EXHIBIT

LEGAL DESCRIPTION

SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
(Fax) 402.496.2730

drawn by: MJW
designer: RDP
job number-tasks: 05019.01
date: AUGUST 15, 2007
book: page:
file name: 0519SAN-EAS.dwg

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers and for access over that part of Lots 2 through 6, inclusive, SKYLINE MEADOWS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 4;
Thence North $02^{\circ}37'42''$ West (assumed bearings) for 464.53 feet along the west line of said Lots 3 and 4 to an angle point therein;
Thence North $42^{\circ}33'21''$ East for 343.09 feet along the northwest line of said Lots 2 and 3 to an angle point therein;
Thence North $74^{\circ}33'21''$ East for 118.65 feet along the north line of said Lot 2 to the north corner thereof;
Thence South $50^{\circ}05'12''$ East for 100.37 feet along the northeast line of said Lot 2 to the north right of way line of Lacy Drive;
Thence along a curve to the left (having a radius of 318.88 feet and a long chord bearing South $37^{\circ}33'37''$ West for 25.02 feet) for an arc length of 25.03 feet along said north right of way line;
Thence North $50^{\circ}05'12''$ West for 88.28 feet parallel with and twenty-five foot (25') southwest of the northeast line of said Lot 2;
Thence South $74^{\circ}33'21''$ West for 98.37 feet parallel with and twenty-five foot (25') south of the north line of said Lot 2;
Thence South $42^{\circ}33'21''$ West for 325.52 feet parallel with and twenty-five foot (25') southeast of the northwest line of said Lots 2 and 3;
Thence South $02^{\circ}37'42''$ East for 109.34 feet parallel with and twenty-five foot (25') east of the west line of said Lot 3;
Thence North $87^{\circ}53'50''$ East for 123.59 feet to the south line of said Lot 3;
Thence North $51^{\circ}04'40''$ East for 54.23 feet along said south line;
Thence North $73^{\circ}11'46''$ East for 120.22 feet along said south line to the south right of way line of Lacy Drive;
Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing South $41^{\circ}27'30''$ East for 41.97 feet) for an arc length of 43.31 feet along said south right of way line to the northwest corner of said Lot 5;
Thence South $66^{\circ}35'36''$ East for 50.01 feet;
Thence South $23^{\circ}24'24''$ West for 25.00 feet;
Thence North $66^{\circ}35'36''$ West for 99.92 feet;
Thence South $73^{\circ}11'46''$ West for 78.61 feet parallel with and twenty-five foot (25') south of the north line of said Lot 4;
Thence South $51^{\circ}04'40''$ West for 57.67 feet parallel with and twenty-five foot (25') south of the north line of said Lot 4;
Thence South $87^{\circ}53'50''$ West for 131.68 feet;
Thence South $02^{\circ}37'42''$ East for 320.01 feet parallel with and twenty-five foot (25') east of the west line of said Lots 3 and 4 to the south line of said Lot 4;
Thence South $87^{\circ}53'50''$ West for 25.00 feet to the Point of Beginning.
Contains 34,648 square feet.

TOGETHER WITH

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers and for access over that part of Lots 7 and 8, SKYLINE MEADOWS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the north corner of said Lot 7;

Thence South 53°19'13" East (assumed bearings) for 108.60 feet;

Thence South 36°40'47" West for 25.00 feet;

Thence North 53°19'13" West for 108.62 feet to the said south right of way line of Lacy Drive;

Thence along a curve to the right (having a radius of 268.88 feet and a long chord bearing North 36°44'08" East for 25.00 feet) for an arc length of 25.01 feet along said south right of way line to the Point of Beginning.

Contains 2720 square feet.

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of a Soil Absorption Field over that part of Lots 3 and 4, SKYLINE MEADOWS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 4;

Thence North 87°53'50" East (assumed bearings) for 25.00 feet along the south line of Lot 4 to the TRUE POINT OF BEGINNING;

Thence North 02°37'42" West for 320.01 feet parallel with and twenty-five foot (25') east of the west line of said Lots 3 and 4;

Thence North 87°53'50" East for 125.01 feet parallel with and 320.00 feet north of the south line of said Lot 4;

Thence South 02°37'42" East for 320.01 feet parallel with and 150.00 feet east of the west line of said Lots 3 and 4 to the south line of said Lot 4;

Thence South 87°53'50" West for 125.01 feet to the Point of Beginning.

Contains 40,002 square feet.