

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-26768

2001 AUG 22 P 3:19 B

Glenn J. Dowling
REGISTER OF DEEDS

Counter aa
Verify D
D.E. JW
Proof AK
Fee \$ 16.00
Ck Cash Chg

GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 21ST day of AUGUST, 2001, between VAL VISTA DEVELOPMENT, L.L.C., hereinafter referred to as "Grantor", in favor of the City of LaVista, Sarpy County, Nebraska, a municipal corporation, hereinafter referred to as "City".

THAT, said Grantor in consideration of the sum of One Dollar (\$ 1.00) and other valuable consideration, the following grants and agreements are made:

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

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)
2. Grantor does hereby grant and confirm unto said City, its successors and assigns, together with the right of ingress and egress from said premises to the general public for the purpose of constructing, inspecting and maintaining or operating a storm sewer and associated appurtenances at the will of the City.
3. That no grading, fill or fill material, embankment work, 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 City. Improvements which may be approved by City include landscaping or 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 or assigns.
4. That City will replace or rebuild any and all damage to improvements caused by City exercising its rights of inspecting, maintaining or operating said storm sewer, except that, damage to or loss of trees and shrubbery will not be compensated for by City.
5. That City shall cause any disturbance of grade made on said easement strip 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 for any of said construction work.
6. That said Grantor for himself and his successors and assigns, do confirm with the said City 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 said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

20012678A

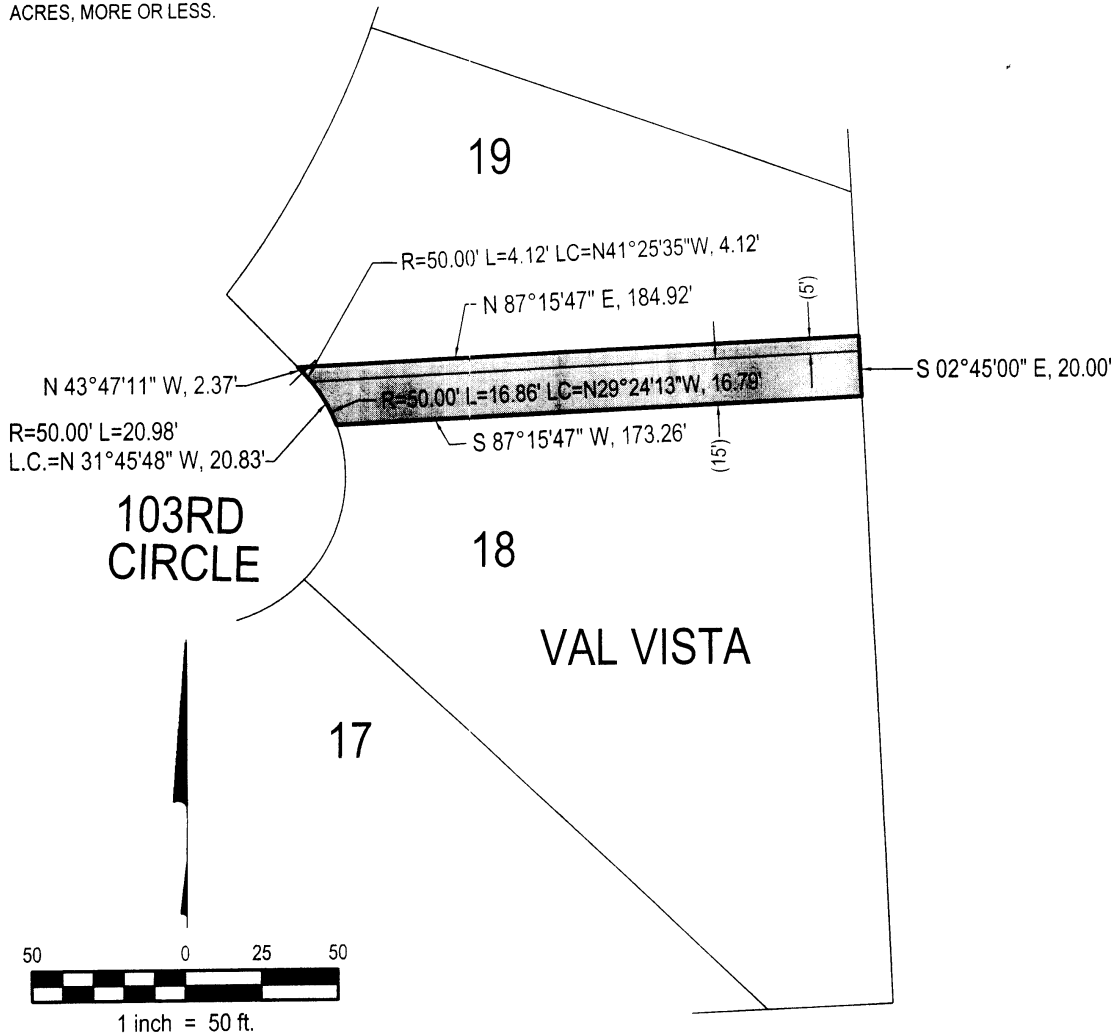
EXHIBIT "A"

LEGAL DESCRIPTION

A 20.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT LOCATED IN PART OF LOTS 18 AND 19, VAL VISTA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, AND ALSO THE NW1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 16; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 5.00 FEET OF SAID LOT 19, VAL VISTA; AND ALSO TOGETHER WITH THE NORTHERLY 15.00 FEET OF SAID LOT 18, VAL VISTA.

SAID 20.00 FOOT WIDE STORM SEWER AND DRAINAGEWAY EASEMENT CONTAINS AN AREA OF 3,561 SQUARE FEET OR 0.082 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: 402/895-4700

DRAWN BY: TRH

DATE: 7-18-01

JOB No.: 99175

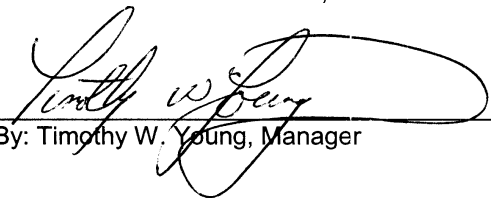
STORM SEWER & DRAINAGEWAY EASEMENT

2001-08-01

- 7. That said easement is granted upon the condition that the City will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
- 8. 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 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 are set forth herein.

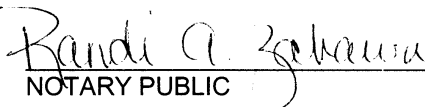
IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

VAL VISTA DEVELOPMENT, L.L.C.


 By: Timothy W. Young, Manager

STATE OF NEBRASKA)
)SS
 COUNTY OF SARPY)

On this 21 day of Aug, 2001, before me, a Notary Public in and for said County and State, personally appeared Timothy W. Young, manager of Val Vista Development, L.L.C., who executed the above and foregoing easement and acknowledged the execution thereof to be his voluntary act and deed, as said manager of said L.L.C.


 NOTARY PUBLIC

My Commission expires 5-15-05.

