

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2004 - 35046

2004 SEP 10 P 1:42

Glenn J. Lowrey

REGISTER OF DEEDS

COUNTER *RA* C.E. *a*
VERIFY *RA* D.E. *LM*
PROOF

FEES \$ 20.50

CHECK# 31895

CHG _____ CASH _____

REFUND _____ CREDIT _____

SHORT _____ NOR _____

PERMANENT AND TEMPORARY SANITARY SEWER EASEMENT

THAT Larry V. And Mary P. Syas, 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, do hereby grant and convey unto Sanitary and Improvement District No. 243 of Sarpy County, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer for the transmission of sanitary sewage under and through that certain real property as set forth on, and as more specifically shown in Exhibits "A" and "B", attached hereto and by this reference incorporated herein. The temporary easement shall expire one hundred eighty (180) days following the commencement of initial construction.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said sanitary sewers at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. 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, its successors and assigns without express approval of the GRANTEE, provided such approval shall not be unreasonably denied if done in accordance with sound engineering and development practices. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said sanitary sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that 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 and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEE 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.

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

RA

RETURN TO:

FULLENKAMP, DOYLE & JOBEUN

11440 WEST CENTER ROAD

OMAHA, NEBRASKA 68144-4482

ATTN: Brian

35046

A

IN WITNESS WHEREOF, GRANTOR has executed this easement this 2nd day of September 2004.

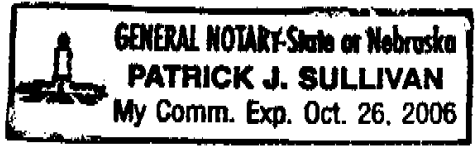
GRANTOR: LARRY V. SYAS
By: [Signature]

GRANTOR: MARY P. SYAS
By: [Signature]

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 2nd day of September, 2004 by Larry V. Syas and Mary P. Syas.

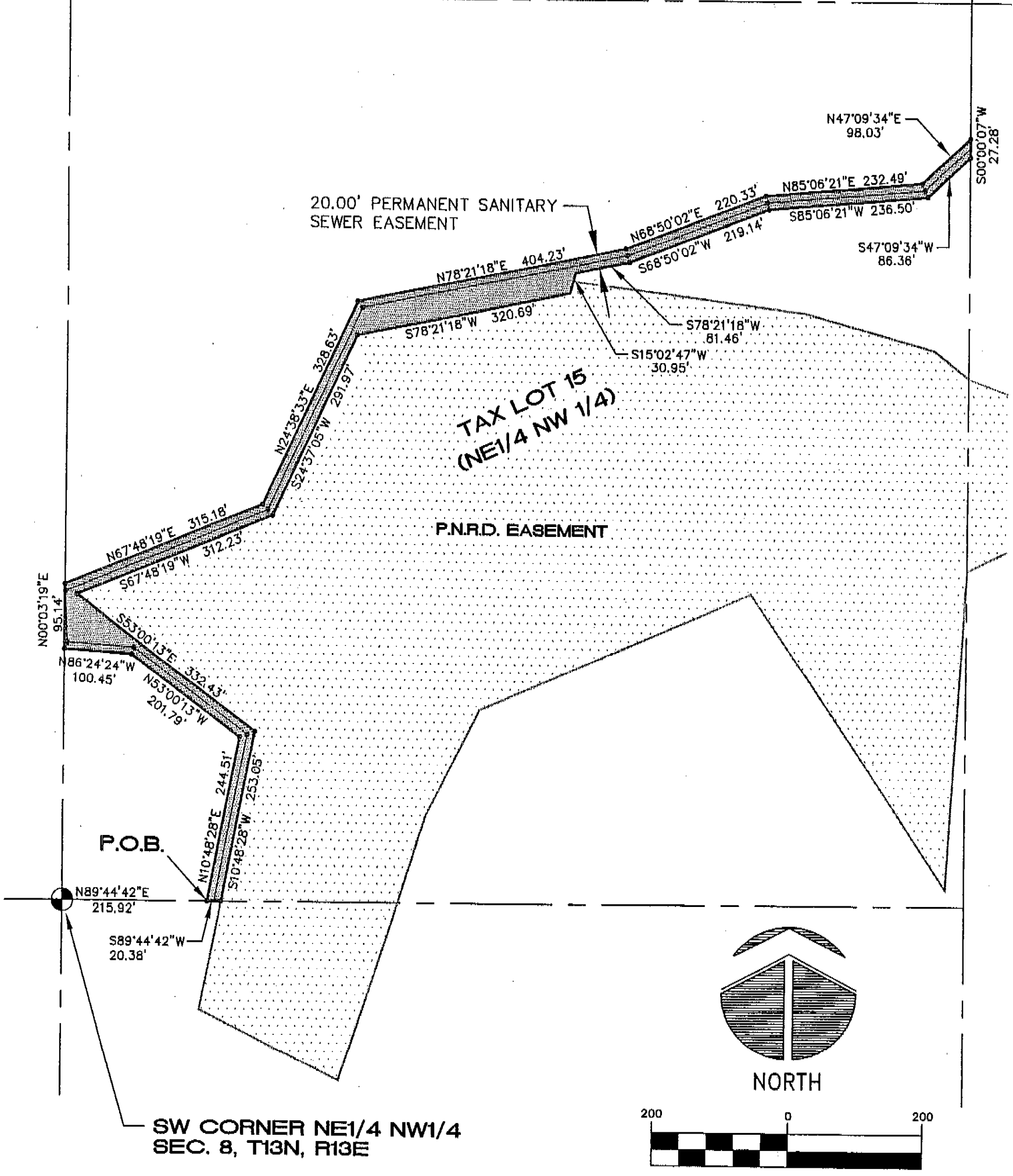
[Signature]
Notary Public



OUTFALL SEWER EASEMENT

LEGAL DESCRIPTION - PERMANENT EASEMENT - PARCEL NO. 5

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 15, BEING THE NE1/4 NW1/4 OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NE1/4 NW1/4; THENCE N89°44'42"E (ASSUMED BEARING) 215.92 FEET ALONG THE SOUTH LINE OF SAID NE1/4 NW1/4 TO THE POINT OF BEGINNING; THENCE N10°48'28"E 244.51 FEET; THENCE N53°00'13"W 201.79 FEET; THENCE N86°24'24"W 100.45 FEET TO THE WEST LINE OF SAID NE1/4 NW1/4; THENCE N00°03'19"E 95.14 FEET ALONG SAID WEST LINE; THENCE N67°48'19"E 315.18 FEET; THENCE N24°38'33"E 328.63 FEET; THENCE N78°21'18"E 404.23 FEET; THENCE N68°50'02"E 220.33 FEET; THENCE N85°06'21"E 232.49 FEET; THENCE N47°09'34"E 98.03 FEET TO THE EAST LINE OF SAID NE1/4 NW1/4; THENCE S00°00'07"W 27.28 FEET ALONG SAID EAST LINE; THENCE S47°09'34"W 86.36 FEET; THENCE S85°06'21"W 236.50 FEET; THENCE S68°50'02"W 219.14 FEET; THENCE S78°21'18"W 81.46 FEET; THENCE S15°02'47"W 30.95 FEET TO THE WESTERLY LINE OF A P.N.R.D. EASEMENT; THENCE ALONG SAID WESTERLY LINE TO FOLLOWING FIVE (5) COURSES; (1) S78°21'18"W 320.69 FEET; (2) THENCE S24°37'05"W 291.97 FEET; (3) THENCE S67°48'19"W 312.23 FEET; (4) THENCE S53°00'13"E 332.43 FEET; (5) THENCE S10°48'28"W 253.05 FEET TO THE SOUTH LINE OF SAID NE1/4 NW1/4; THENCE S89°44'42"W 20.38 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 1.28 ACRES, MORE OR LESS.



Revised August 28, 2004
 April 06, 2004 2:44:13 p.m.
 Drawing: S:\DWG\CLEARWATER\OUTFALL SANITARY SEWER\REVISED OUTFALL EXHIBIT F.DWG (GARYJ)

1 inch = 200 ft.

DESIGNED: _____ DRAWN: GSJ CHECKED: _____ DATE: 4-05-04 PROJECT NO. C02019

SHEET NO.



Hill-Farrell Associates, Inc.
 Architects, Engineers, Land Surveyors
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 1

2004-35046C

EXHIBIT

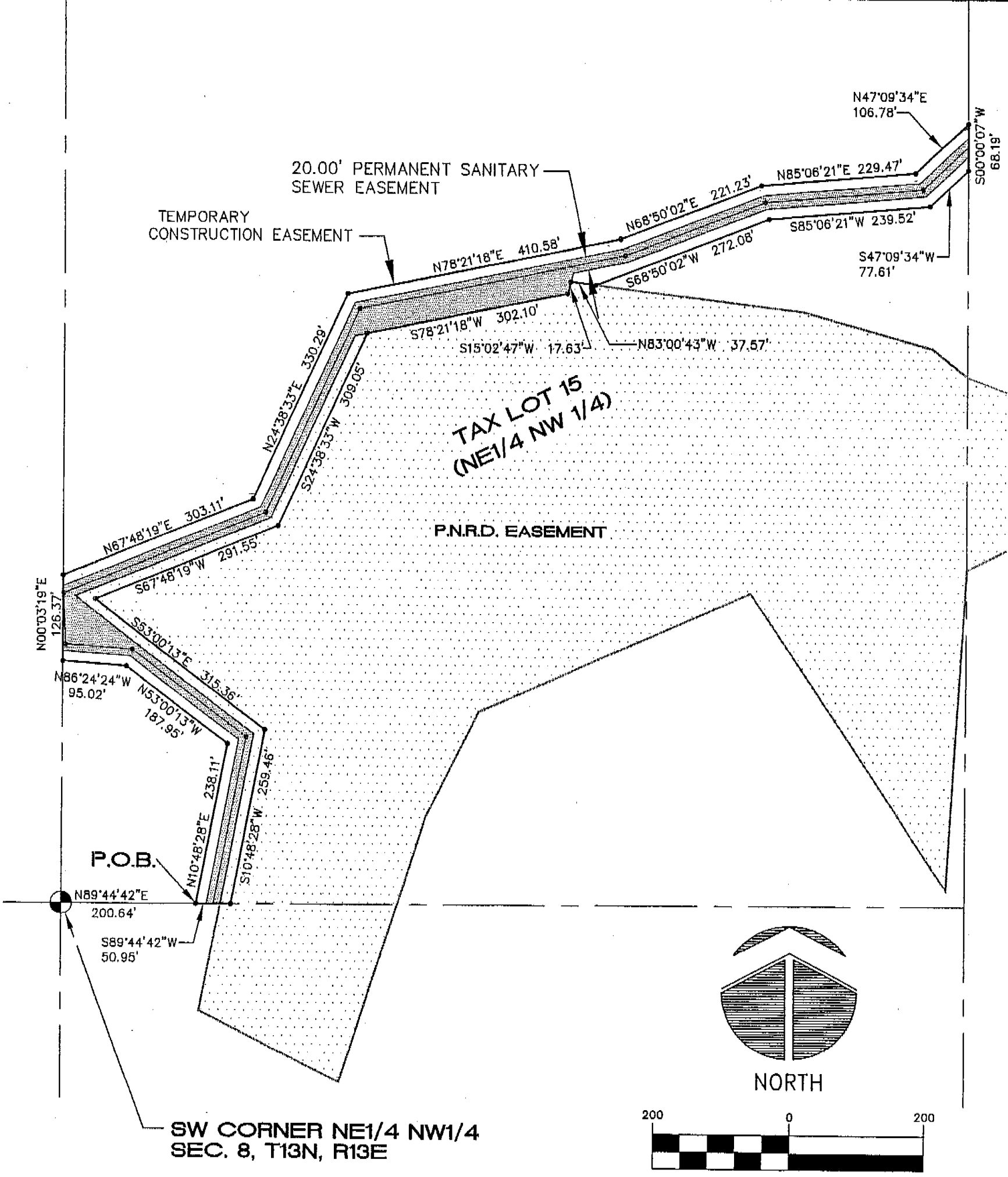
tabbies

B

OUTFALL SEWER EASEMENT

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT - PARCEL NO. 6

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF TAX LOT 15, BEING THE NE1/4 NW1/4 OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NE1/4 NW1/4; THENCE N89°44'42"E (ASSUMED BEARING) 200.64 FEET ALONG THE SOUTH LINE OF SAID NE1/4 NW1/4 TO THE POINT OF BEGINNING; THENCE N10°48'28"E 238.11 FEET; THENCE N53°00'13"W 187.95 FEET; THENCE N86°24'24"W 95.02 FEET TO THE WEST LINE OF SAID NE1/4 NW1/4; THENCE N00°03'19"E 126.37 FEET ALONG SAID WEST LINE; THENCE N67°48'19"E 303.11 FEET; THENCE N24°38'33"E 330.29 FEET; THENCE N78°21'18"E 410.58 FEET; THENCE N68°50'02"E 221.23 FEET; THENCE N85°06'21"E 229.47 FEET; THENCE N47°09'34"E 106.78 FEET TO THE EAST LINE OF SAID NE1/4 NW1/4; THENCE S00°00'07"W 68.19 FEET ALONG SAID EAST LINE; THENCE S47°09'34"W 77.61 FEET; THENCE S85°06'21"W 239.52 FEET; THENCE S68°50'02"W 272.08 FEET TO A POINT ON THE WESTERLY LINE OF A P.N.R.D. EASEMENT; THENCE ALONG SAID WESTERLY LINE OF A P.N.R.D. EASEMENT ALONG THE FOLLOWING THREE (3) COURSES: (1) THENCE N83°00'43"W, 37.57 FEET; (2) S15°02'47"W 17.63 FEET; (3) THENCE S78°21'18"W 302.10 FEET; THENCE S24°38'33"W 309.05 FEET; THENCE S67°48'19"W 291.55 FEET; THENCE S53°00'13"E 315.36 FEET; THENCE S10°48'28"W 259.46 FEET TO THE SOUTH LINE OF SAID NE1/4 NW1/4; THENCE S89°44'42"W 50.95 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 2.65 ACRES, INCLUDING 1.28 ACRES, PERMANENT EASEMENT, FOR A NET TEMPORARY CONSTRUCTION EASEMENT AREA OF 1.37 ACRES, MORE OR LESS.



Revised August 28, 2004
 Revised August 9, 2004
 August 28, 2004 11:25:25 a.m.

Drawing: S:\DWG\CLEARWATER\OUTFALL SANITARY SEWER\REVISED OUTFALL EXHIBIT E.DWG (DONH)

DESIGNED:

DRAWN: GSJ

CHECKED:

DATE: 4-05-04 PROJECT NO. C02019

SHEET NO.



Hill-Farrell Associates, Inc.
 Architects, Engineers, Land Surveyors

1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 1