

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-45723

2002 NOV 12 P 12:20 8

Sharon J. ...
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 15.50
Ck Cash Chg
142747

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **MIKE HOGAN DEVELOPMENT COMPANY, INC., 1/2 interest and MICHAEL J. HOGAN, a single person, 1/2 Interest** (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of **SIXTEEN THOUSAND, SIX HUNDRED TWENTY-FIVE AND NO/100THS DOLLARS (\$16,625.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 208 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "Grantee"), its successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described as follows:

^{20 ft.}
A ~~25~~ foot wide strip of land lying within Tax Lot 22 in the SE 1/4 of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, as more particularly described and drawn on Exhibit "A" attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of outfall sanitary sewer pipe line, including related appurtenances, and the transmission through said sewers of sanitary sewer discharge. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 208 of Sarpy County, Nebraska, agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual sanitary outfall sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

*5056 R & B (E) Lasher PC
2120 S 72nd St Ste 1250
Omaha NE 68124*

45723

A

The Grantor, successors, and assigns shall have access to connect to the sewer line upon payment of the proper fees as determined by S.I.D. 208, its successors and assigns.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 10TH day of OCTOBER, 2002.

Mike Hogan Development Company, Inc.

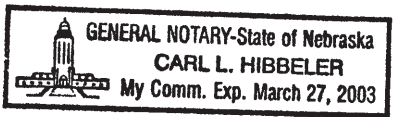
Michael J. Hogan
Michael J. Hogan

By: Michael J. Hogan
Title: Pres

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

10TH The foregoing instrument was acknowledged before me this 10TH day of OCTOBER, 2002, by MICHAEL J. HOGAN, PRESIDENT of Mike Hogan Development Company, Inc., a Nebraska corporation, on behalf of the corporation.

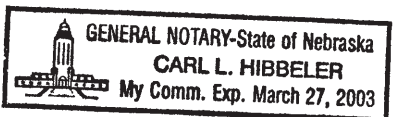
Carl L. Hibbler
Notary Public



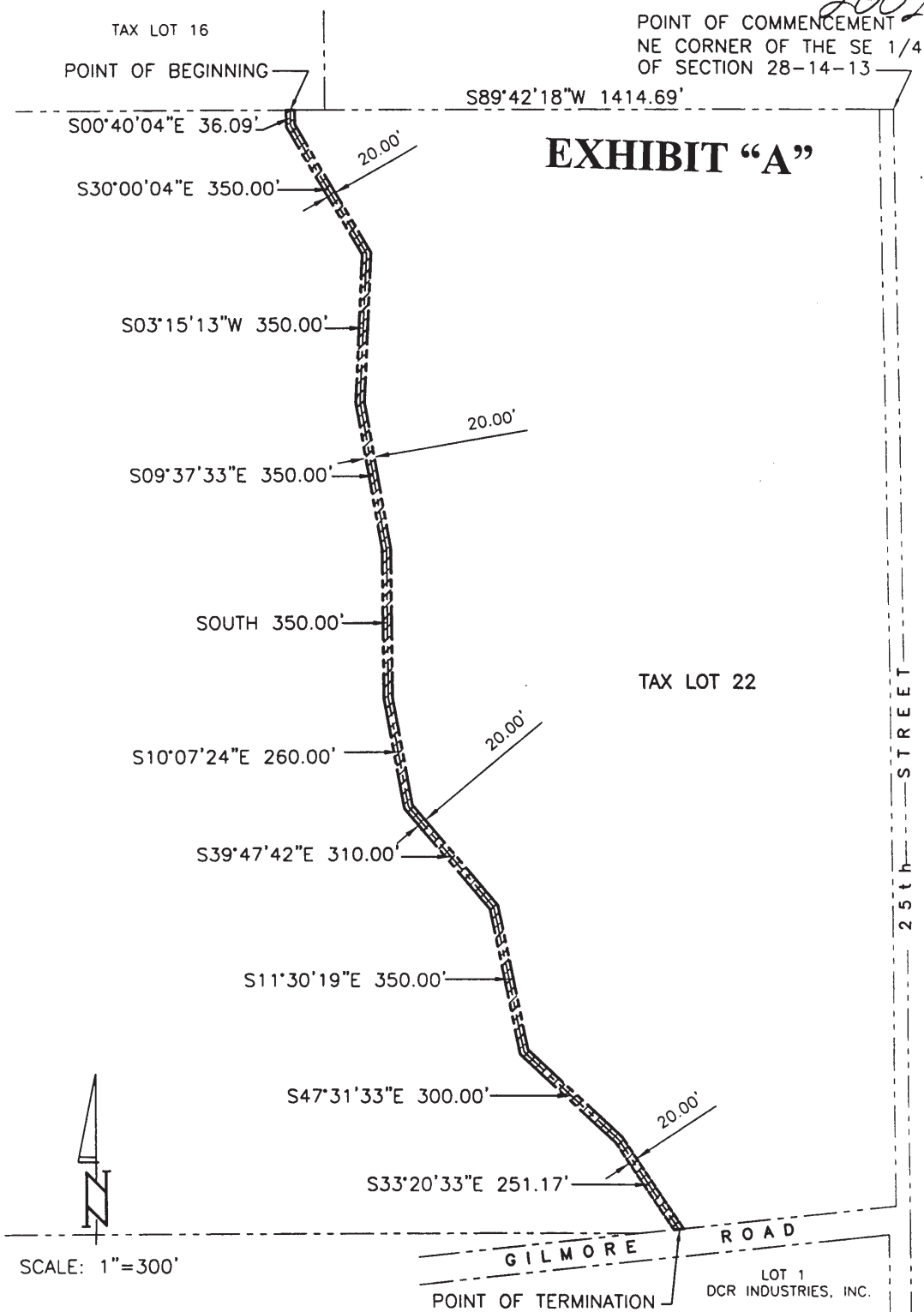
STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

10TH The foregoing instrument was acknowledged before me this 10TH day of OCTOBER, 2002, by Michael J. Hogan, a single person.

Carl L. Hibbler
Notary Public



2002-45723A



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 22 IN THE SE 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE 1/4; THENCE S89°42'18"W (ASSUMED BEARING) 1414.69 FEET ON THE NORTH LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING; THENCE S00°40'04"E 36.09 FEET; THENCE S30°00'04"E 350.00 FEET; THENCE S03°15'13"W 350.00 FEET; THENCE S09°37'33"E 350.00 FEET; THENCE SOUTH 350.00 FEET; THENCE S10°07'24"E 260.00 FEET; THENCE S39°47'42"E 310.00 FEET; THENCE S11°30'19"E 350.00 FEET; THENCE S47°31'33"E 300.00 FEET; THENCE S33°20'33"E 251.17 FEET TO THE SOUTH LINE OF SAID TAX LOT 22 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTH AND SOUTH LINES OF SAID TAX LOT 22.

CONTAINING 1.33 ACRES MORE OR LESS.