FILED FOR RECORD 2-9-96 AT 11:44 A M.
IN BOOK 42 OF Misc PAGE 682
REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc # 135 $21.00

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 24th day of January, 1996, between BAY HILLS LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as "Grantor" and SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, hereinafter referred to as "Grantee".

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars ($2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, a sanitary sewer for the passage of sewage, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and described as follows:

The north ten feet (n.10') of Lot 3, Block 16.

The south ten feet (s.10') of Lot 4, Block 16.

Said tracts are shown on the drawings attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, its successors and assigns.

1. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except pavement, and they will not give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so. Grantee agrees to lay any sanitary sewer at sufficient depth to not interfere with the Grantor's use and enjoyment of said easement tract.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any sanitary sewer constructed and maintained hereunder.

4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of BAY HILLS LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

BAY HILLS LIMITED PARTNERSHIP

By: W. L. Morrison Jr.
W. L. MORRISON, JR., President
Dodge Land Co., General Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of JANUARY, 1996, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came W. L. MORRISON, JR., President of Dodge Land Co., general partner of Bay Hills Limited Partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as President of Dodge Land Co., general partner of Bay Hills Limited Partnership.

WITNESS my hand and Notarial Seal the day and year last above written.

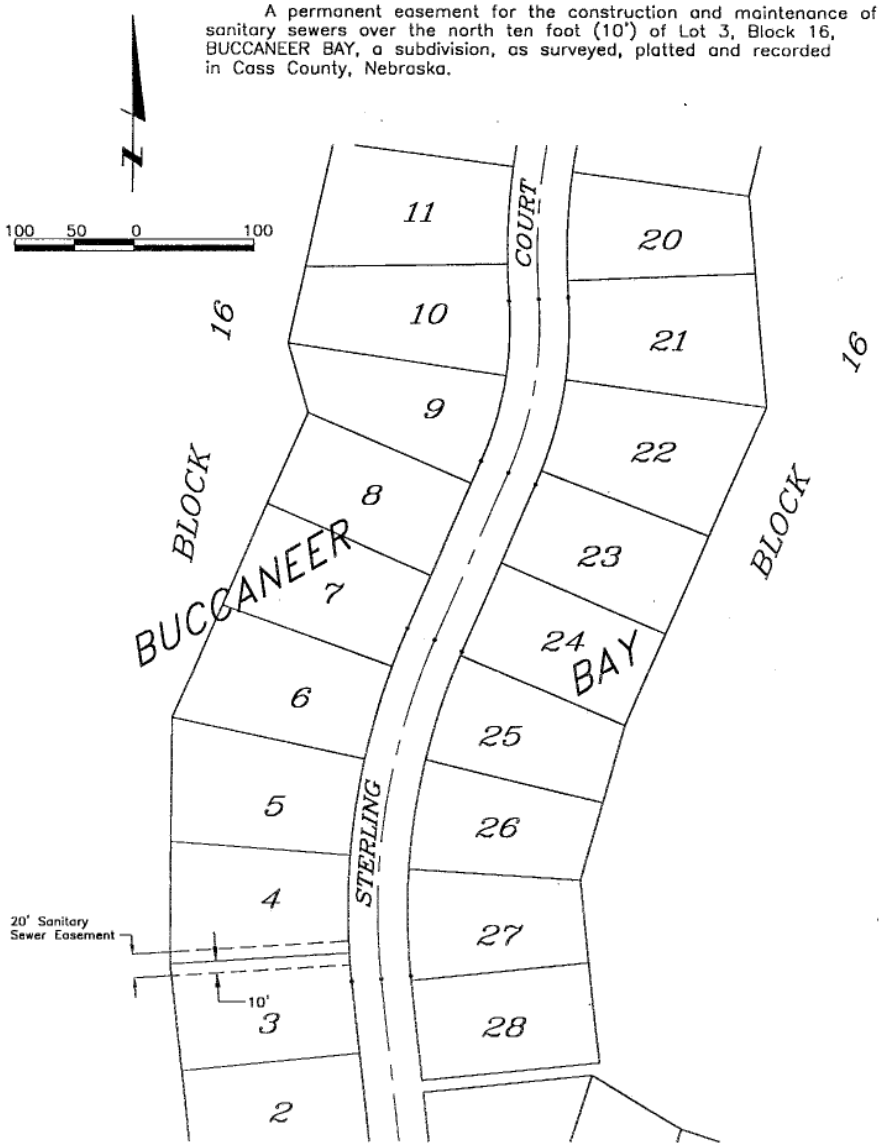
GENERAL NOTARY-State of Nebraska
BARBARA M. HAMMOND
My Comm. Exp. April 11, 1996

Barbara M Hammond
Notary Public

My Commission expires: 4-11-96.

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over the north ten foot (10') of Lot 3, Block 16, BUCCANEER BAY, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska.



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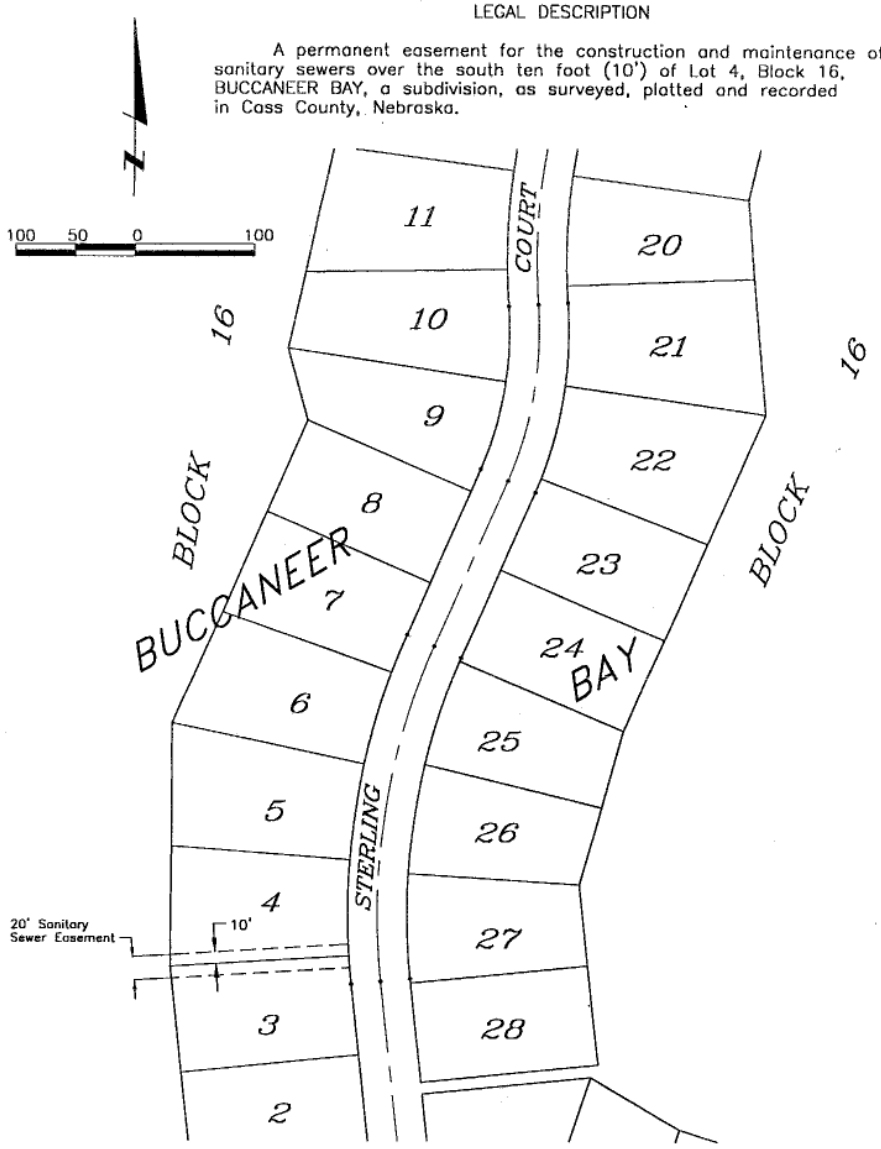
Book_____ Page_____ Date 12/12/95 Dwn.By EAM Job Number 92047-1458

lamp, rynearson & associates, inc.
engineers surveyors planners
14747 california street omaha, nebraska 68154-1979 402-496-2498 FAX 402-496-2730

#135

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over the south ten foot (10') of Lot 4, Block 16, BUCCANEER BAY, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska.



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