

SEWER & DRAINAGE  
EASEMENT

Return: ENGINEER OFFICE  
15505 WEST MAPLE  
68116

PROJECT NO. C-28(314)  
TRACT NO. "A"

EASEMENT

THIS INDENTURE, made this 6th day of January, 1993

between Maple Joint Venture

hereinafter referred to as "Grantor(s)," and the County of Douglas, State of Nebraska, hereinafter called "County."

WITNESSETH:

That said Grantor(s) in consideration of the sum of One Dollars (\$ 1.00) and other valuable consideration, to Grantor(s) in hand paid by said County, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said County and its assigns forever, a drainage easement for the right to use, construct, build, maintain, repair and construct a drainage ditch and/or culvert, together with all appurtenances, structures, and other applicable works pertaining to such drainage facility in, through, over or under the parcel of land described as follows, to wit:

See the exhibit attached hereto.

CASH 9377 BK 1068 R Comp FB MC-16531  
TYPE Misc PG 75-77 C/O COMP IP SCAN IM  
FEE 15.50 OR Misc LEGAL PG 77 MC — FV —

RECEIVED  
APR 23 8 49 AM '93  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

No buildings, improvements or structures shall be placed in, on, over or across said easements by undersigned, its successors and assigns without express approval of Douglas County. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantor, its successors and assigns.

Said County shall cause any trench made on aforesaid realty to be properly refilled, seeded or sodded, 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 and representative of the County in connection with any of said construction and work. Said County shall maintain its culvert and/or ditch in good order so as to protect Grantor's lands from damage on account of improper failure of maintenance.

Said Grantor for itself and its successors and assigns does confirm with the said County and its 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, and its successors and assigns shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) ~~and seal(s)~~ the day and year first above written.

MAPLE JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50, Inc., a  
Nebraska Corporation

Partner  
By: Daniel E. Walshoff  
Vice President

By: Lerner Maple Partnership,  
a Nebraska General Partnership

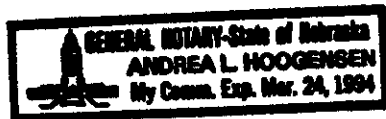
Partner  
By: Jay B. Lerner, Partner

By: Salvadore Carta, Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 27th day of January 1993, by Darryl Wikoff, Vice President of Venture-50, Inc., a Nebraska Corporation, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



*Andrea L. Hoogensen*  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

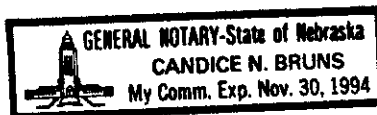
The foregoing instrument was acknowledged before me this 27th day of January 1993, by Jay R. Lerner, Partner of Lerner Maple Partnership, a Nebraska General Partnership, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



*Candice N. Bruns*  
Notary Public

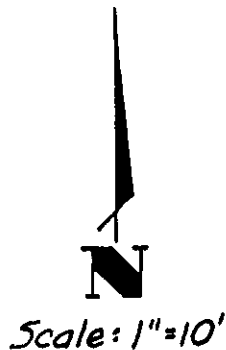
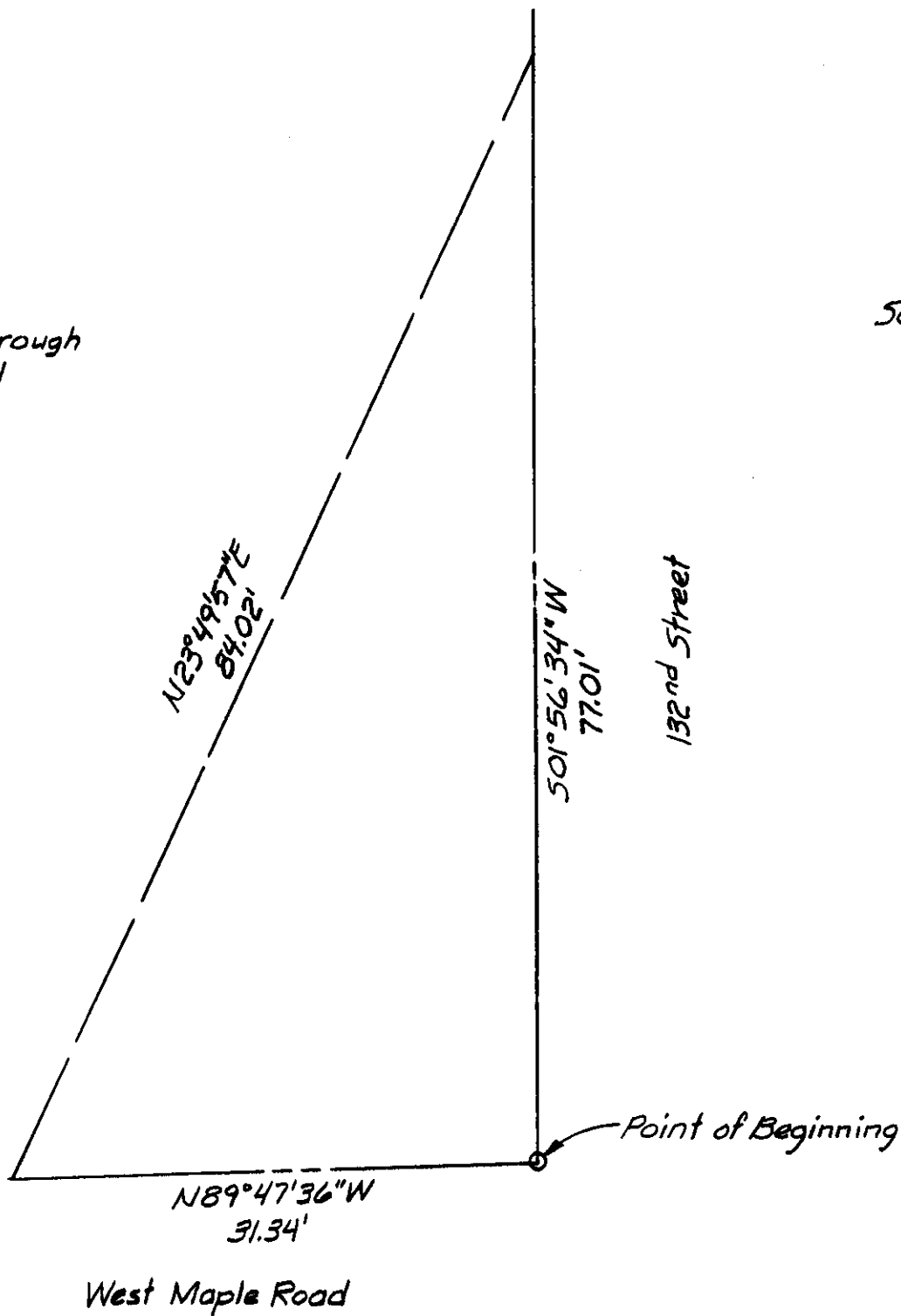
STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 27th day of January 1993, by Salvadore Carta, Partner of Lerner Maple Partnership, a Nebraska General Partnership, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



*Candice N. Bruns*  
Notary Public

Hillsborough  
Replat 1  
Lot 12



Legal Description:

That part of Lot 12, Hillsborough Replat I, a subdivision as surveyed, plat-  
 ted and recorded in Douglas County, Nebraska, described as follows: Begin-  
 ning at the SE corner of said Lot 12; thence N89°47'36"W (assumed bearing)  
 31.34 feet on the South line of said Lot 12; thence N23°49'57"E 84.02 feet  
 to the East line of said Lot 12; thence S01°56'34"W 77.01 feet on the East  
 line of said Lot 12 to the point of beginning.

JOB NO. 146-115  
 SHEET NO.  
 BOOK PAGE