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 VERIFY ah D.E. ah  
 PROOF P  
 FEES \$ 30.50  
 CHECK # \_\_\_\_\_  
 CHG FNT CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
2009-06597  
 2009 MAR 11 A 8:15 P  
*Flora J. Huber*  
 REGISTER OF DEEDS

[This Space Above Line Is for Recording Data]

**PERMANENT SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT DUANE J. DOWD and FRANCES DEE DOWD, GRAND PRIX, INC., DUANE J. DOWD, TRUSTEE, LAWRENCE W. DOWD and JOANN DOWD, MICHAEL A. HUBER and CATHERINE M. HUBER, JEFFREY B. FARNHAM and MARY L. FARNHAM (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT 257, SARPY COUNTY (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" attached hereto.

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 inspecting, maintaining or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, shall be placed in, on, over, or across said easement by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor without obtaining Grantee's written approval include, landscaping, trees, road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors or assigns.

-FAT-

A

2. That Grantee will replace or rebuild any and all damage to landscaping, trees, parking surface, pavement and other improvements which are located in the easement area caused by Grantee exercising its rights of inspecting, maintaining, or operating said sanitary sewer.

3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer and invoice the SID for the cost thereof.

4. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, 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 warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.


5. Grantee and its successors shall indemnify and hold Grantor and their successors harmless from and against any and all liabilities, losses, claims, costs, damages, and other expenses which Grantor or its successors may sustain or incur in connection with the use of the easement by Grantee, or its contractors, agents, or successors.

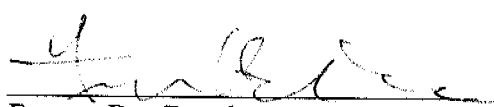
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument,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

IN WITNESS WHEREOF said Grantor hereunto set its hand this 18<sup>th</sup> day of February, 2009.

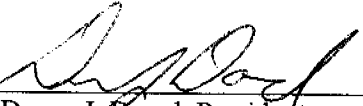
B

GRANTOR'S SIGNATURES

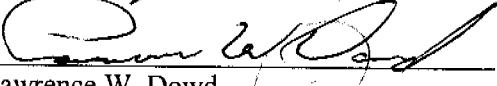
  
Duane J. Dowd

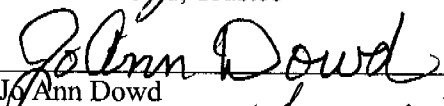
  
Frances Dee Dowd

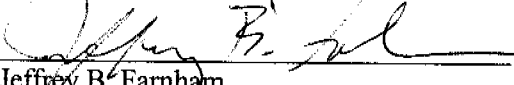
GRAND PRIX, INC., a Nebraska Corporation

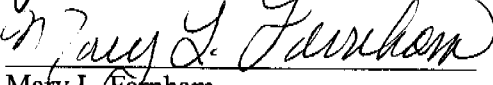
By:   
Duane J. Dowd, President

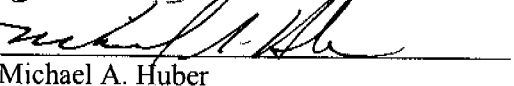
  
Duane J. Dowd, Trustee

  
Lawrence W. Dowd

  
Jo Ann Dowd

  
Jeffrey B. Farnham

  
Mary L. Farnham

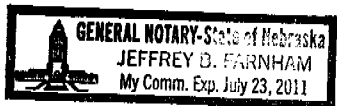
  
Michael A. Huber

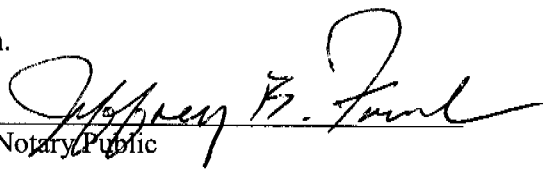
  
Catherine M. Huber

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 14 day of February, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Duane J. Dowd and Frances Dee Dowd, husband and wife, personally to me known to be the identical persons and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

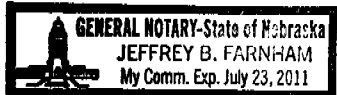


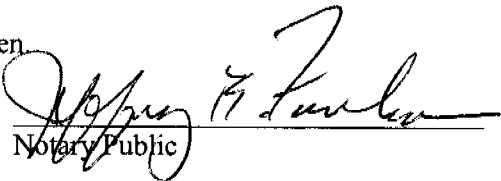
  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 19 day of February, 2009, before me the undersigned, a Notary Public in and for said County, personally came Duane J. Dowd, President of Grand Prix, Inc., a Nebraska corporation, personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



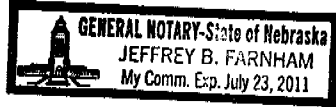
  
Notary Public

C

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 16 day of February, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Duane J. Dowd, Trustee, personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



Jeffrey B. Farnham  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF PLATTE ~~DOUGLAS~~ )

On this 23<sup>rd</sup> day of February, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Lawrence W. Dowd and Jo Ann Dowd, husband and wife, personally to me known to be the identical persons and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

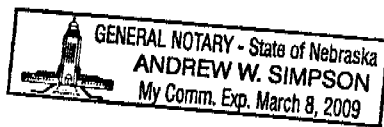


Marilyn Haney  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of February, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey B. Farnham and Mary L. Farnham, husband and wife, personally to me known to be the identical persons and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



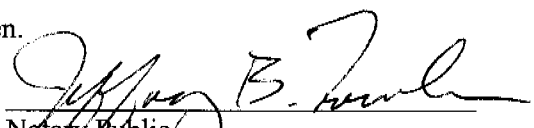
Andrew W. Simpson  
Notary Public

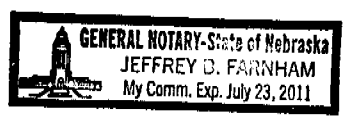
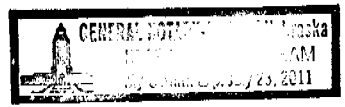
D

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 18 day of February, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael A. Huber and Catherine M. Huber, husband and wife, personally to me known to be the identical persons and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

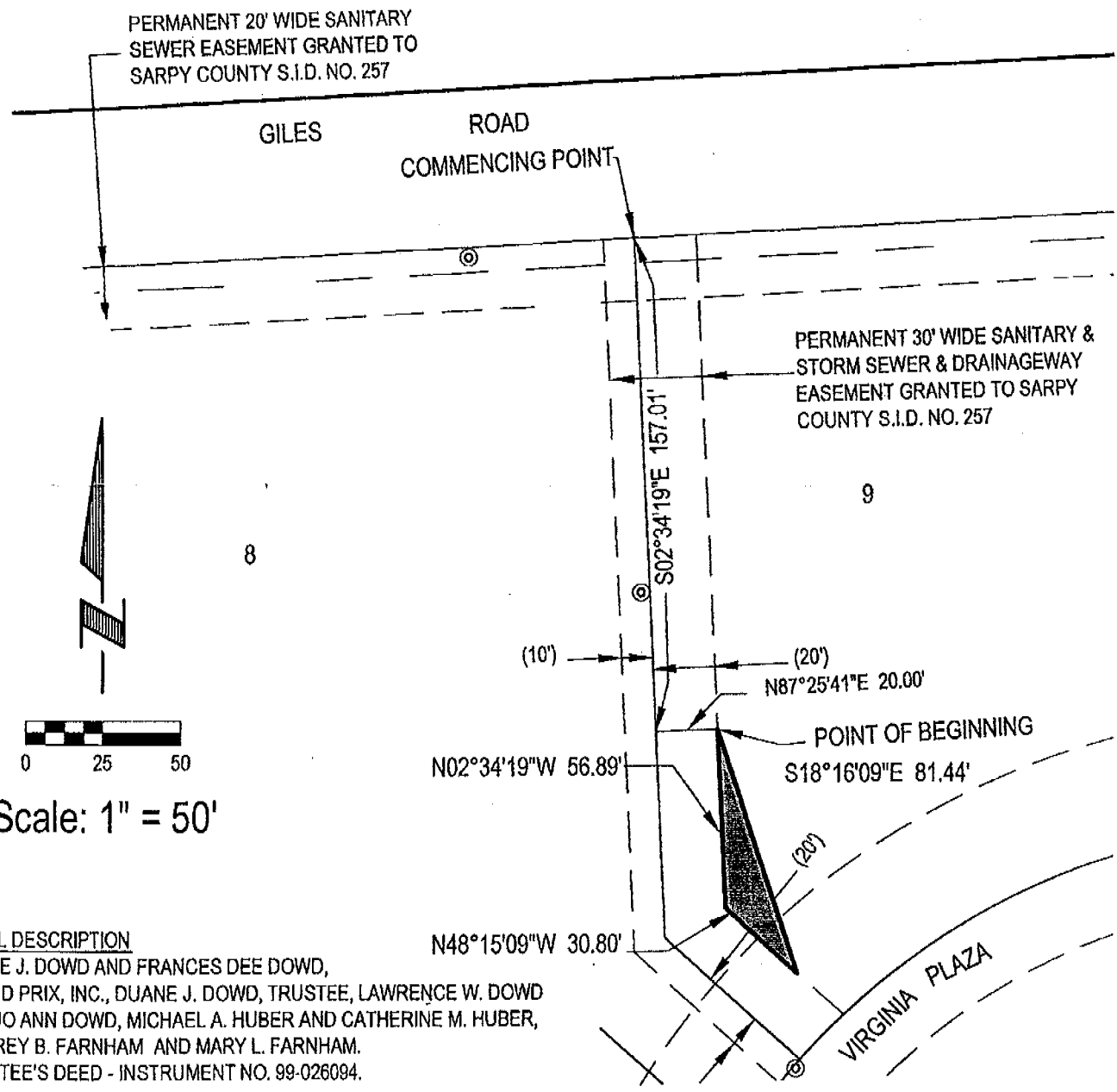
Witness my hand and Notarial Seal the date above written.

  
Notary Public



2009-06597 E

# EXHIBIT "A"



Scale: 1" = 50'


### LEGAL DESCRIPTION

DUANE J. DOWD AND FRANCES DEE DOWD,  
 GRAND PRIX, INC., DUANE J. DOWD, TRUSTEE, LAWRENCE W. DOWD  
 AND JO ANN DOWD, MICHAEL A. HUBER AND CATHERINE M. HUBER,  
 JEFFREY B. FARNHAM AND MARY L. FARNHAM.  
 TRUSTEE'S DEED - INSTRUMENT NO. 99-026094.

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN LOT 9, MERIDIAN MARKETPLACE, A SUBDIVISION LOCATED THE NW¼ OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8, MERIDIAN MARKETPLACE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 9, SAID MERIDIAN MARKETPLACE, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILES ROAD; THENCE S02°34'19"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 8, MERIDIAN MARKETPLACE, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 9, MERIDIAN MARKETPLACE, A DISTANCE OF 157.01 FEET; THENCE N87°25'41"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE S18°16'09"E, A DISTANCE OF 81.44 FEET; THENCE N48°15'09"W, A DISTANCE OF 30.80 FEET; THENCE N02°34'19"W, A DISTANCE OF 56.89 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 627 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.  
 REVISED 10-16-08

	<b>E&amp;A CONSULTING GROUP, INC.</b> ENGINEERING • PLANNING • FIELD SERVICES <small>330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700</small>	<b>PERMANENT SANITARY SEWER EASEMENT</b>  <b>LOT 9, MERIDIAN MARKETPLACE</b>  SARPY COUNTY, NEBRASKA
	Drawn by: KAG    Chkd by: <u>wac 10-16-08</u> Chkd by: _____ Job No.: P2004.045.007    Date: 09/30/2008	