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PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **DIAL-CAMBRIDGE LIMITED PARTNERSHIP**, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of **Nine Thousand Seven Hundred Fifty and no/100 Dollars (\$9,750.00)** and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the **City of Omaha, Nebraska, a municipal corporation**, hereinafter referred to as CITY, and to its successors and assigns, and **Sanitary and Improvement District No. 448 of Douglas County, Nebraska**, a Nebraska political subdivision, hereinafter referred to as SID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY and SID to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, his, her or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his, her or their heirs, successors or assigns.
- 2) That CITY or SID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY. **
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.
- 4) That CITY or SID shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

** Damage to, or loss of trees and shrubbery beyond those identified to be removed on that plan provided by the City of Omaha last dated June 5, 2003, shall be compensated for by the City to the property owner by replacement of said trees and shrubs with comparable trees and shrubs of similar variety and development.

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GAINES, PANSING & HOGAN
 10050 REGENCY CIRCLE #200
 OMAHA, NE 68114 47-0391049

- 5) That said GRANTOR for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said CITY and SID and their assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and administrators, shall warrant and defend this permanent easement to said CITY or SID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or SID may 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.
- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or SID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or SID or their agents or employees, except as are set forth herein (if applicable): **NONE**

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 20 day of OCTOBER, 2003.

DIAL-CAMBRIDGE LIMITED PARTNERSHIP,

By


Title PRES

STATE OF NEBRASKA

COUNTY OF DOUGLAS

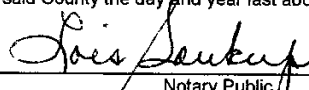
)
) ss.:
)

On this 20 day of OCTOBER, 2003, before me, the undersigned, a Notary Public in and for said County, personally came CHRIS HELD, PRESIDENT of DIAL-CAMBRIDGE LIMITED PARTNERSHIP, a Nebraska limited partnership, to me personally known to be the PRESIDENT of said partnership and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

My commission expires:

April 10, 2004


Notary Public

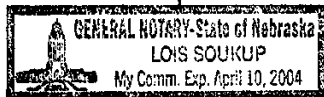


EXHIBIT "A"

LEGAL DESCRIPTION

PERMANENT SANITARY SEWER EASEMENT
DIAL-CAMBRIDGE LIMITED PARTNERSHIP
CORPORATE WARRANTY DEED
DEED BOOK 2049, PAGE 9

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN LOTS 5, 6, AND 7, CAMBRIDGE VILLAS, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7, CAMBRIDGE VILLAS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, CAMBRIDGE ESTATES REPLAT 2, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 22, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S81°20'56"W (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 7, CAMBRIDGE VILLAS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 2, CAMBRIDGE ESTATES REPLAT 2, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING; THENCE S24°55'24"E, A DISTANCE OF 274.14 FEET; THENCE S25°17'32"E, A DISTANCE OF 214.68 FEET; THENCE N84°17'45"E, A DISTANCE OF 29.06 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 6, CAMBRIDGE VILLAS, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S25°17'32"E ALONG SAID EASTERLY LINE OF LOT 6, CAMBRIDGE VILLAS, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 15.92 FEET; THENCE S84°17'45"W, A DISTANCE OF 44.98 FEET; THENCE N25°17'32"W, A DISTANCE OF 225.32 FEET; THENCE N24°55'24"W, A DISTANCE OF 250.46 FEET; THENCE N87°33'00"W, A DISTANCE OF 140.14 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 5, CAMBRIDGE VILLAS, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 2, CAMBRIDGE ESTATES REPLAT 2; THENCE N81°20'56"E ALONG SAID NORTHERLY LINE OF LOT 5, CAMBRIDGE VILLAS, AND ALSO THE NORTHERLY LINE OF SAID LOT 7, CAMBRIDGE VILLAS, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 2, CAMBRIDGE ESTATES REPLAT 2, A DISTANCE OF 145.27 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 9,750 SQUARE FEET OR 0.224 ACRES, MORE OR LESS.

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR DRAWING

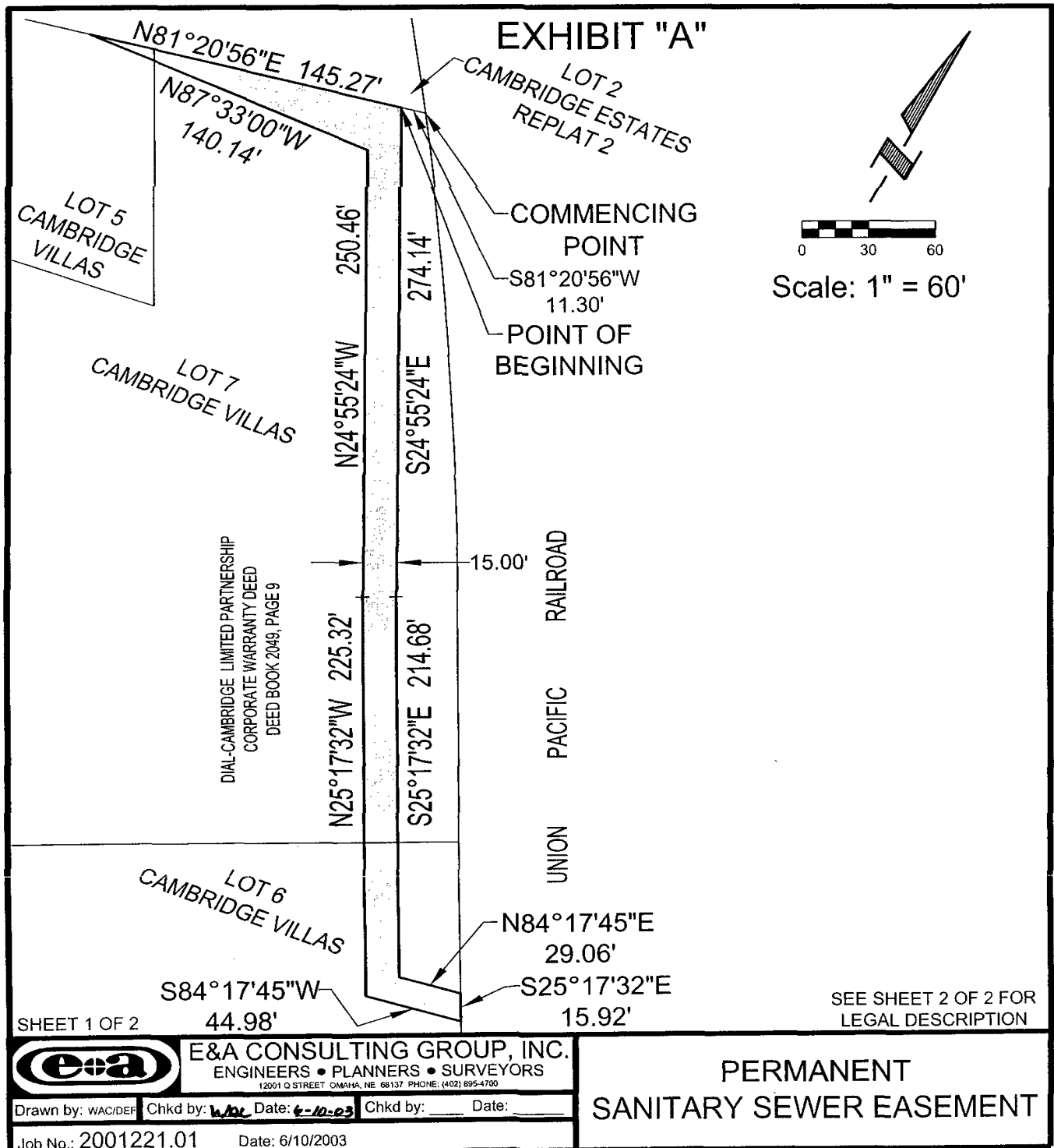


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Drawn by: WAC/DEF Chkd by: WAC Date: 6-10-03 Chkd by: _____ Date: _____
Job No.: 2001221.01 Date: 6/10/2003

**PERMANENT
SANITARY SEWER EASEMENT**

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