

RECEIVED

JUL 2 11 06 AM '96

GEORGE J. BUCLETNYCZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



**CORRECTIVE
PERMANENT SEWER EASEMENT**

This indenture made this 18 day of MAY, 1996, by and between JOSEPH F. GROSS and HELEN C. GROSS, husband and wife, JOHN J. GROSS, R. MICHAEL GROSS, M.D. a/k/a RICHARD MICHAEL GROSS, JOSEPH F. GROSS, JR., and JAMES T. GROSS (hereinafter collectively referred to as "Grantors"), and SANITARY AND IMPROVEMENT DISTRICT NO. 236 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "Grantee").

W I T N E S S E T H :

That Grantors, in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to Grantee, its successors and assigns, a perpetual easement for the construction and maintenance of sanitary and storm sewers, drainage, ingress and egress over that part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more specifically located and described on Exhibit A attached hereto which is hereby incorporated in and made a part of this Easement by reference.

No buildings or structures shall be placed in, on, over or across said easements by the undersigned, their heirs, personal representatives, successors and assigns without express approval of the Grantee, its successors and assigns; provided, however, that a paved, macadam, rocked, asphalt, or other hard surfaced street or parking lot, and trees, grass and shrubbery, may be installed within said easement by Grantors, their heirs, personal representatives, successors and assigns, and that in the event it becomes necessary to remove or replace said street, parking lot, trees, grass or shrubbery, in order to repair or maintain said sewer line, the removal or repair of said street or parking lot shall be done at the expense of the Grantee and its successors and assigns to the condition thereof before said removal or repair; provided, however, that Grantors do not hereby grant, sell, convey, and confirm unto said Grantee, its successors and assigns, the right to construct, build, lay and maintain wires or lines over or poles in the parcel of land described above.

Said Grantee, its successors and assigns, shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantors, their heirs, personal representatives, successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sewer line installed and maintained by Grantee under the terms of this Easement at no expense whatsoever. The approval of this term by Grantors and their heirs, personal representatives, successors and assigns shall be shown by recording this document with the Douglas County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever.

7318
T FEE 20.50 R 18-15-12 FB 01-60000
DEL. C/O COMP
LEGAL PG SCAN MV

-41-

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 6th day of MAY, 1996, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came RICHARD MICHAEL GROSS, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



[Signature]
Notary Public

My commission expires the 7th day of September, 1997.

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 6th day of MAY, 1996, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came JOSEPH F. GROSS, JR., to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



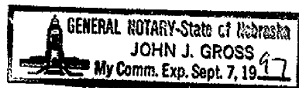
[Signature]
Notary Public

My commission expires the 7th day of September, 1997.

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 6th day of MAY, 1996, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came JAMES T. GROSS, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



[Signature]
Notary Public

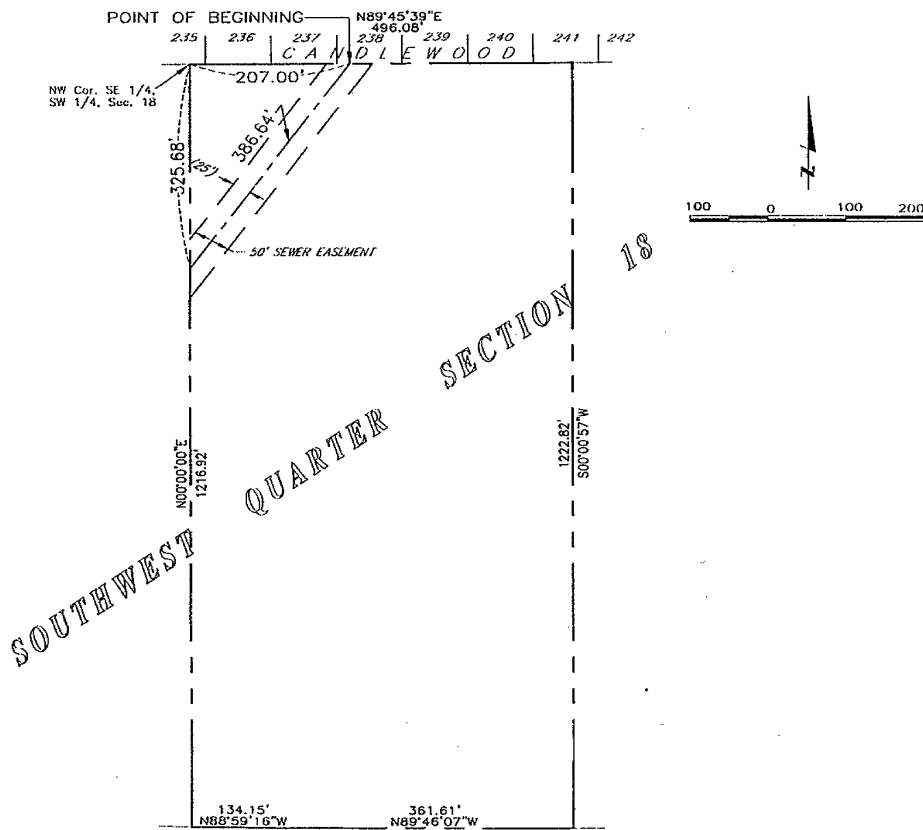
My commission expires the 7th day of September, 1997.

EXHIBIT "A"

PERMANENT SEWER EASEMENT

A fifty foot wide easement twentyfive feet on both sides of the following described centerline in the Southeast Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at a point on the north line of said Southeast Quarter of the Southwest Quarter of Section 18, said point being 207.00 feet east of the northwest corner of said Southeast Quarter of the Southwest Quarter of Section 18; thence southwesterly a distance of 386.64 feet to the point of terminus on the west line of said Southeast Quarter of the Southwest Quarter of Section 18, said point being 325.68 feet south of the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 18.



Misc.\961025.Dwg

West Dodge Road

Book _____ Page _____ Date 04/12/96 Dwn.By JHVD Job Number 961025

lamp, rynearson & associates, inc.
 engineers surveyors planners
 14747 california street omaha, nebraska 68154-1979 402-498-2498
 FAX 402-498-2780