

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2001-42820

2001 DEC 21 A 10: 28

Glenn J. Lawling

REGISTER OF DEEDS

Counter *KD*

Verify *[Signature]*

D.E. *[Signature]*

Proof *[Signature]*

Fee \$ *20.50*

Ck Cash Chg

21413

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SUBURBAN INN LIMITED PARTNERSHIP, hereinafter collectively referred to as GRANTOR whether one or more, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 224 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate a sanitary sewer, and appurtenances thereto, in, through, over and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

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, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, 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, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement, and use may be made of the easement area by Grantor for any purpose which is not inconsistent with the rights herein granted. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of constructing, inspecting, maintaining or operating said Improvements installed by Grantee. Grantee shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the property to be left in a neat and clean condition.

3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.

4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit

R&J 1052

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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of the Grantor, a sanitary sewer, and related appurtenances in the easement area. Grantee warrants that said Improvements 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 said Improvements 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 said Improvements 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 said Improvements.

5. 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.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction, and shall replace the same in substantially the same condition.

7. That this instrument contains the entire agreement of the parties; that there are no 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, GRANTOR has executed this Easement on this 13 day of December 2001.

GRANTOR:
SUBURBAN INN LIMITED
PARTNERSHIP,

By: Madelin G. Keller
Name and Title: Partner

Consented to this 12 day of December 2001 by First American Savings Bank, F.S.B.,

FIRST AMERICAN SAVINGS BANK, F.S.B.

By: [Signature]
Name and Title: President

2001-42820B

Consented to this 17th day of December 2001 by First State Bank, successor-in-interest to First American Savings Bank, F.S.B.,

FIRST STATE BANK

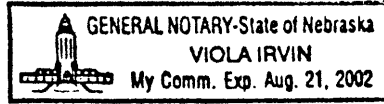
By: Robert F. Kment
Name and Title: RESIDENT-OMAHA

STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Madeleine P. Hoellen, acting as General Partner of Suburban Inn Limited Partnership, a Nebraska Limited Partnership, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 13 day of December 2001.

Viola Irvin
Notary Public

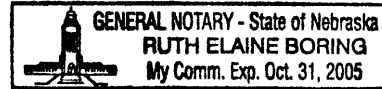


STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared John H. Vaughn, acting as owner of First American Savings Bank, F.S.B., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of entity.

WITNESS my hand and Notarial Seal this 12 day of December 2001.

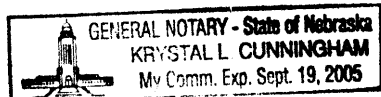
Ruth Elaine Boring
Notary Public



STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

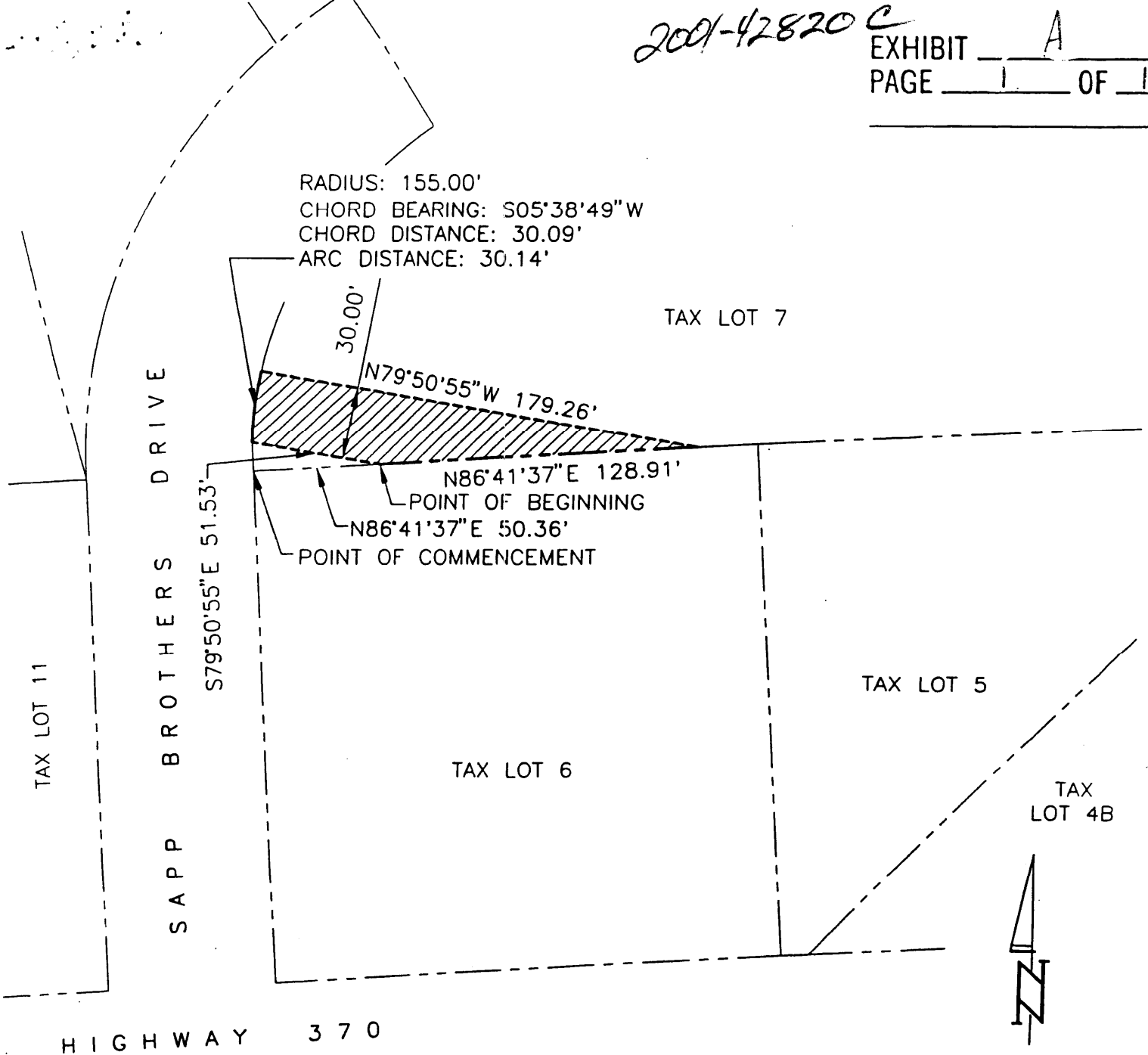
Before me, the undersigned, Notary Public in and for said County and State appeared Robert F. Kment, acting as President - Omaha of First State Bank, successor-in-interest to First American Savings Bank, F.S.B., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of entity.

WITNESS my hand and Notarial Seal this 17th day of December 2001.



Krystal L. Cunningham
Notary Public

2001-42820 C



HIGHWAY 370



SCALE: 1" = 60'

LEGAL DESCRIPTION (Permanent Sanitary Sewer Easement)

THAT PART OF TAX LOT 7 IN THE SE 1/4 OF THE SE 1/4 OF SECTION 27, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SW CORNER OF SAID TAX LOT 7;
 THENCE N86°41'37"E (ASSUMED BEARING) 50.36 FEET ON THE SOUTHERLY LINE OF SAID TAX LOT 7 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N86°41'37"E 128.91 FEET ON THE SOUTHERLY LINE OF SAID TAX LOT 7;
 THENCE N79°50'55"W 179.26 FEET TO THE WESTERLY LINE OF SAID TAX LOT 7;
 THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID TAX LOT 7 ON A NON-TANGENT 155.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S05°38'49"W, CHORD DISTANCE 30.09 FEET, AN ARC DISTANCE OF 30.14 FEET;
 THENCE S79°50'55"E 51.53 FEET ON A NON-TANGENT LINE TO THE POINT OF BEGINNING.
 CONTAINING 0.08 ACRES MORE OR LESS.