

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2008 18594

2008 JUN 30 P 12:00

Glenn J. Downing
REGISTER OF DEEDS

COPIES JK C.E. D
VERIFY P D.E. P
PROOF sm
FEES \$ 20.50
CHECK # 12644
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

**PERMANENT WELL, WELL HOUSE AND WATER LINE
EASEMENT AND RIGHT-OF-WAY**

THIS INDENTURE made this 9 day of April, 2007, between C. KIRK FRASER and VICKI FRASER, husband and wife, Trustees of the C. KIRK FRASER AND VICKI FRASER TRUST dated April 6, 2001 ("Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 81 OF SARPY COUNTY, NEBRASKA ("Grantee"),

WITNESSETH THAT:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantee, and its successors and assigns, an easement and right-of-way to construct, install, maintain, operate, repair, remove and construct a water well, well house and water mains, and all appurtenances thereto (collectively "the Improvements"), for the purposes of obtaining and transporting water to the residents of the Fairview Heights Subdivision in Sarpy County, Nebraska, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

The East 40' of the South 60' of Lot 17, Fairview Heights, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("the Easement Area").

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, and its successors and assigns forever.

1. The Grantee shall have the right to construct, use, operate, maintain and reconstruct the Improvements within the Easement Area. Access to the Improvements shall be from Fairview Road. The Grantee shall have the right to install water lines for the transmission of water and power lines and conduits for electricity for the Improvements within the Easement Area; provided that the power and water lines within the Easement Area are underground only.
2. Subject to the terms of this Easement, the Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible, to its original contour within a reasonable time after the work is performed, and seed the

Return to:
Larry Forman
7171 Mercy Rd., Suite 650
Omaha, NE 68106

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wide from storage or use of water treatment chemicals as required by the State of Nebraska

- 3. The Grantee shall be the owner of the Improvements installed within the Easement Area, and nothing herein shall be construed to waive any right of Grantee or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to the Improvements. The Grantee agrees to properly operate, maintain and repair the Improvements at its expense. The Grantee shall construct the Improvements in a good and workmen like manner and shall direct security lighting toward the Improvements and away from the dwelling on Lot 17, Fairview Heights. Grantee shall attempt to minimize noise and odors generated by the Improvements.
- 4. The Grantee agrees to indemnify and hold harmless the Grantor against any and all claims, liability, environmental matters, demands or actions of any nature whatsoever which relate to the Grantee's construction, reconstruction, repair, maintenance and/or operation of the Improvements. At no time shall Grantee be allowed to use, store or dispose of hazardous chemicals or chemicals that may be deemed hazardous within the Easement Area. The indemnification referred to in this section shall also cover damage and liability to Grantor resulting from such hazardous chemicals.
- 5. In the event the Improvements cease to be used for the purpose of supplying water to the residents of the Fairview Heights subdivision for a continuous period of three (3) years, then this easement shall terminate, the well house shall be removed, the well shall be removed and properly capped pursuant to the requirements of the State of Nebraska, if necessary, and the surface of the Easement Area restored to a condition comparable to the condition that existed when this easement was granted, all at the cost of the Grantee.
- 6. The Grantor is in lawful possession of the real estate described herein; has good right and lawful authority to make such conveyance; and Grantor and its personal representatives, successors and assigns shall warrant and defend this easement against the lawful claims of all persons whomsoever.
- 7. This easement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, grantees and assigns.

IN WITNESS WHEREOF, Grantor causes this Permanent Well and Water Line Easement and Right-of-Way to be signed on the above date.

GRANTEE:
SANITARY AND IMPROVEMENT
DISTRICT NO. 81 OF SARPY
COUNTY, NEBRASKA

By: [Signature]
Its Chairman
By: [Signature]
Its Clerk

GRANTOR:
C. KIRK FRASER and VICKI FRASER,
Trustees of the C. Kirk Fraser and Vicki
Fraser Trust dated April 6, 2001

By: [Signature]
C. Kirk Fraser, TRUSTEE
By: [Signature]
Vicki Fraser, TRUSTEE

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STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)
) StH

The foregoing instrument was acknowledged before me on April 11, 2007 by C. Kirk Fraser and Vicki Fraser, husband and wife, trustees of the C. Kirk Fraser and Vicki Fraser Trust dated April 6, 2001, known to me to be the identical persons who executed the above and foregoing instrument, who acknowledged that the execution thereof was their voluntary act and deed and the voluntary act and deed of the Trust.

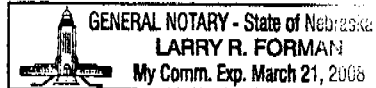


Stephanie Honig
Notary Public

My commission expires: May 23, 2010

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on April 9, 2007 by David Kelly and Joseph Volpert, the Chairman and Clerk respectively of Sanitary and Improvement District No. 81 of Sarpy County, Nebraska, known to me to be the identical persons who executed the above and foregoing instrument, who acknowledged that the execution thereof was their voluntary act and deed as such officers and the voluntary act and deed of the Sanitary and Improvement District.



Larry R. Forman
Notary Public

My commission expires: 2/21/08

2008-18594C
Exhibit B

PROJECT Fairview Hts PROJECT NO. /
REFERENCE Well Site Plan
DESIGNED BY JMB DATE 3-14-07 REVIEWED BY _____
Rev. 4-5-07

