

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-44697

2002 NOV -6 A 8:40

Sharon J. Dawidson
REGISTER OF DEEDS

Counter *RM*
Verify *m*
D.E. *SA*
Proof *D*
Fee \$ 40.50
Ck Cash Chg
5870
stamp copy

SANITARY SEWER EASEMENT-1

R&R 2083
Ronald Hunter
11605 Arbor St
Ste 104
Omaha NE 68144

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SANITARY SEWER EASEMENT-1

WHEREAS, Sanitary and Improvement District No. 158 of Sarpy County, Nebraska (the "Grantee") will be constructing a sanitary sewer line on certain property owned by Tiburon Limited Partnership, a Nebraska limited partnership (the "Grantor"), and the Grantee needs easements for said sanitary sewer line on certain property owned by the Grantor,

WHEREAS, the Grantor is willing to grant said easements to the Grantee as outlined herein,

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT. The Grantor hereby grants to the Grantee and its successors and assigns a permanent easement ten (10) feet in width and a temporary construction easement forty (40) feet in width, both located in Lot 400A1B1, Tiburon, in the NE 1/4, Section 28, T14N, R11E east of the 6th P.M., as surveyed, platted and recorded in Sarpy County, Nebraska, the permanent easement being five (5) feet on each side of the following line (or a total width of ten (10) feet) and the temporary construction easement being twenty (20) feet on each side of the following line (or a total width of forty (40) feet):

Beginning At A Point, which is located on the east line of said Lot 400A1B1, N06° 31' 43"W (assumed bearing) 44.73 feet from the southeast corner of said Lot 400A1B1; thence S85° 34' 41"W for 97.56 feet to The Terminal Point of the easements, which is a point on the east line of Lot 400A1B2, Tiburon.

Said permanent easement and temporary construction easement are drawn on Exhibit "A" attached hereto and incorporated herein by reference and an enlargement of Exhibit "A" on three (3) sheets attached hereto and incorporated herein by reference as Exhibits "A-1", "A-2", and "A-3".

2. SCOPE AND PURPOSE OF EASEMENTS. The scope of the permanent and temporary construction easements is to construct, operate, maintain, repair and/or replace a sanitary sewer across, under and through the easements as described herein.
3. TERM OF EASEMENTS. The term of the permanent easement shall be forever. The term of the temporary construction easement will be for a period of one year from the date that this document is signed.
4. PROHIBITION AGAINST BUILDINGS OVER EASEMENTS. No buildings

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or construction of any kind or nature will be placed upon the permanent easement nor the temporary construction easement without the prior written consent of the Grantee or its successors and assigns.

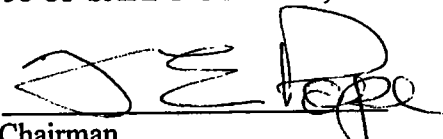
- 5. MAKE GOOD ANY DAMAGES. The Grantee agrees to make good or cause to be made good to the Grantor on which said easements are located all damage which may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damages to trees, grounds, landscaping, buildings or other improvements thereon and further agree that when said construction of any subsequent construction on said easements is completed, the property shall be returned to the same condition it was in prior to any work done on the easement.
- 6. BINDING EFFECT. These easements shall be binding upon the Grantor and its successors and assigns, and the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this document this 31 day of Oct, 2002.

GRANTOR:
TIBURON LIMITED PARTNERSHIP,
a Nebraska limited Partnership,
By Drella, Inc., a Nebraska Corporation,
the sole general partner

BY: 
President

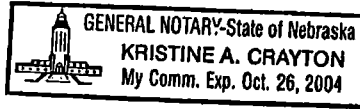
GRANTEE:
SANITARY AND IMPROVEMENT DISTRICT
NO. 158 OF SARPY COUNTY, NEBRASKA

BY: 
Chairman

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 31st day of October, 2002, before me the undersigned, a Notary Public in the aforesaid County, personally came Eric B. Waddington, President of Drella, Inc., a

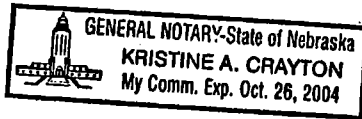
Nebraska corporation, the sole general partner of the Tiburon Limited Partnership, the Grantor, personally known to me to be said President and identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary and deed as such person, his voluntary act and deed as the officer of said corporation, and the voluntary act of deed of said limited partnership.



Kristine A Crayton
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 1st day of November, 2002, before me the undersigned, a Notary Public in the aforesaid county, personally came Floyd E. Pope, Chairman of Sanitary and Improvement District No. 158 of Sarpy County, Nebraska, the Grantee, personally known to me to be the Chairman and identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the Chairman, and the voluntary act of deed of said District.



Kristine A Crayton
Notary Public

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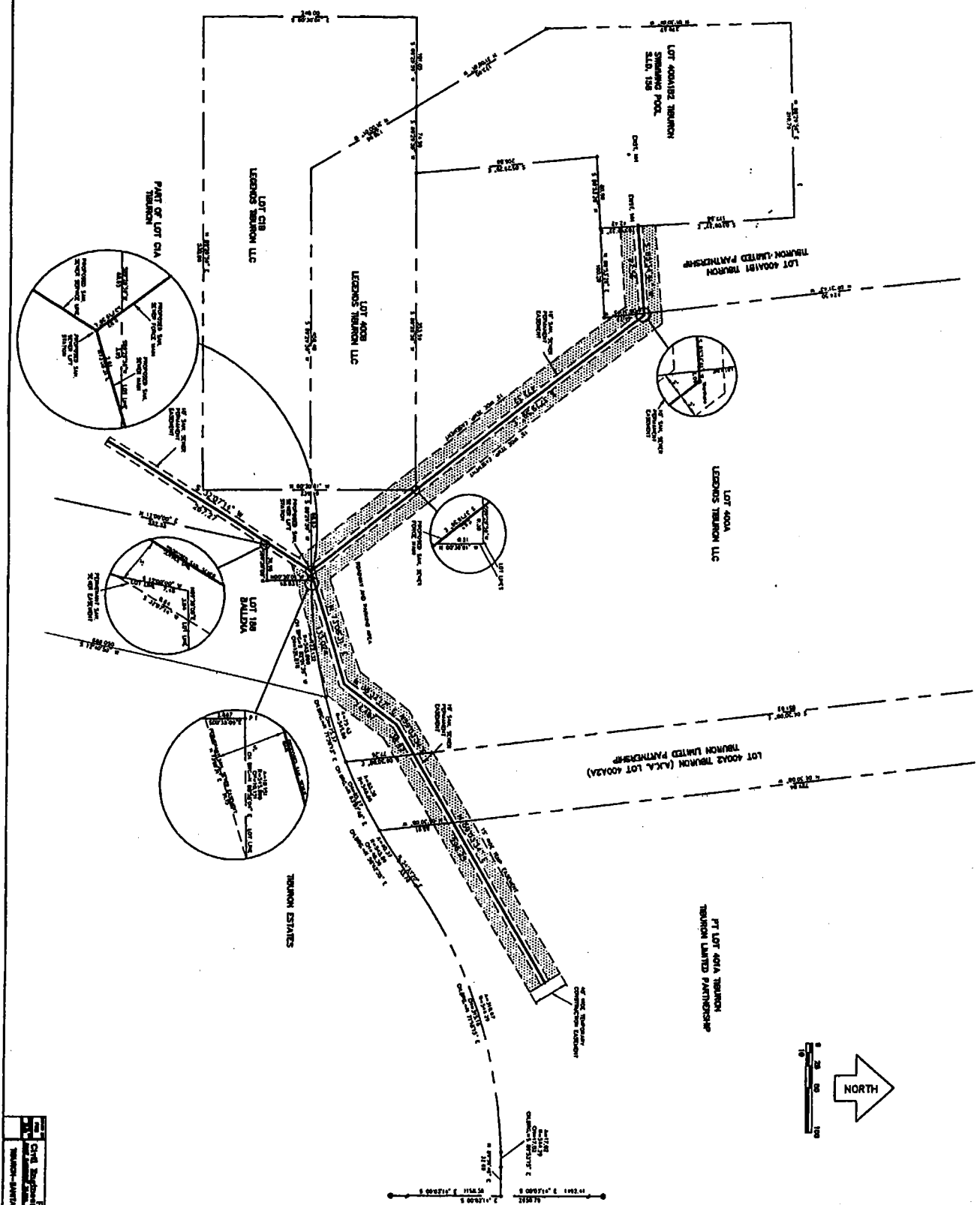


EXHIBIT A

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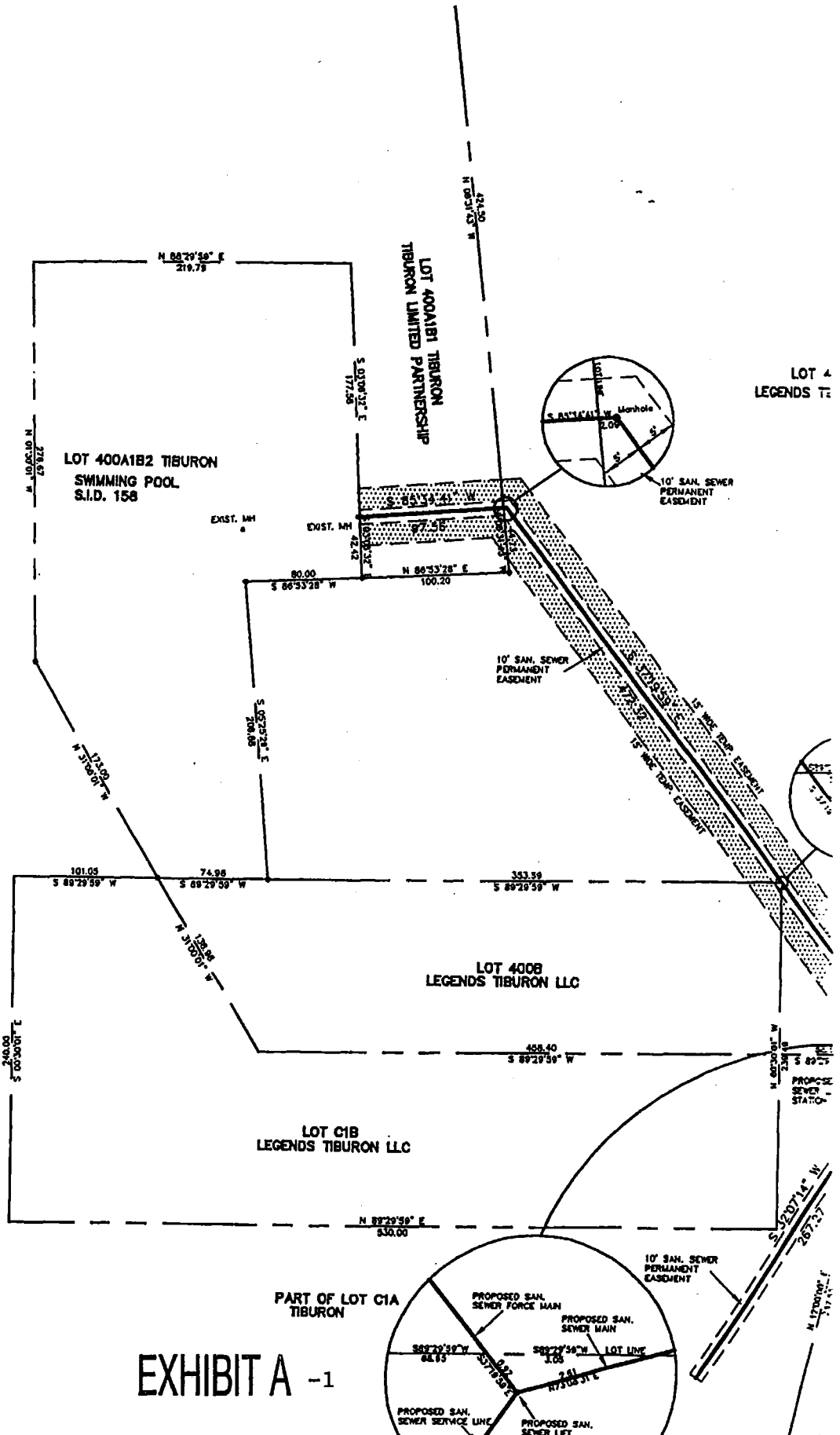


EXHIBIT A -1

Handwritten mark resembling a stylized 'F' or '7' in the top right corner.

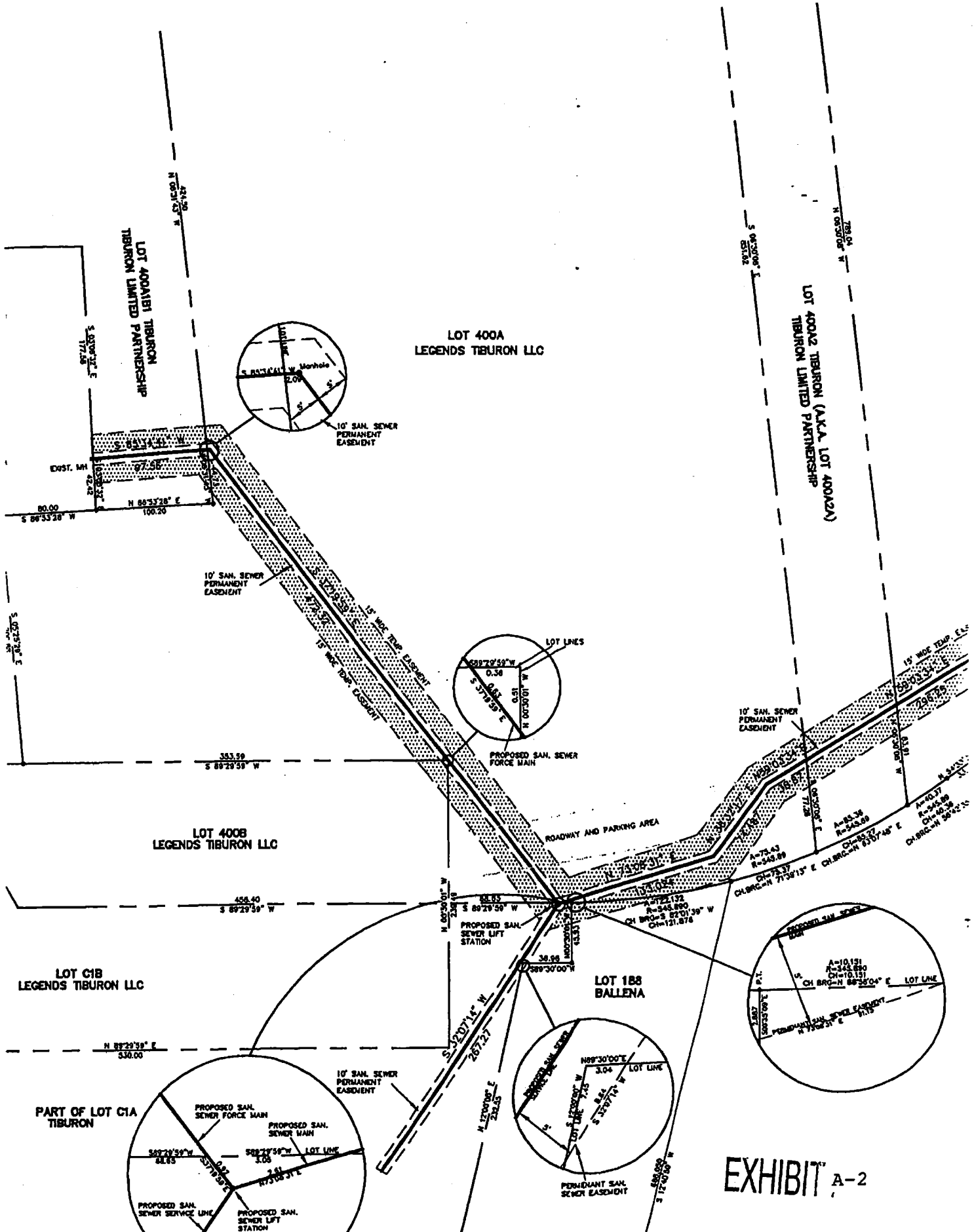


EXHIBIT A-2

