

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT C.S.I.  
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00 ) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 278, Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain & operate a Storm Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A"

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

It is further agreed as follows:

- 1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2. That SID will replace or rebuild any and all damage to improvements caused by SID 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 SID.
- 3. That 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the SID and any of said construction and work.
- 4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 5. That said easement is granted upon the condition that the SID will 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.
- 6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 15<sup>th</sup> day of November A.D., 1985.

Construction Sciences Inc  
Name of Corporation

Corporate Seal

By [Signature] President  
Attest [Signature] Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public, in and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

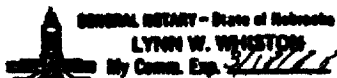
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of November, 1987, before me, the undersigned, a Notary Public in and for said County, personally came John J. Smith President of

a Nebraska Corporation, and Arlene A. Boyd Secretary of said Corporation,

to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

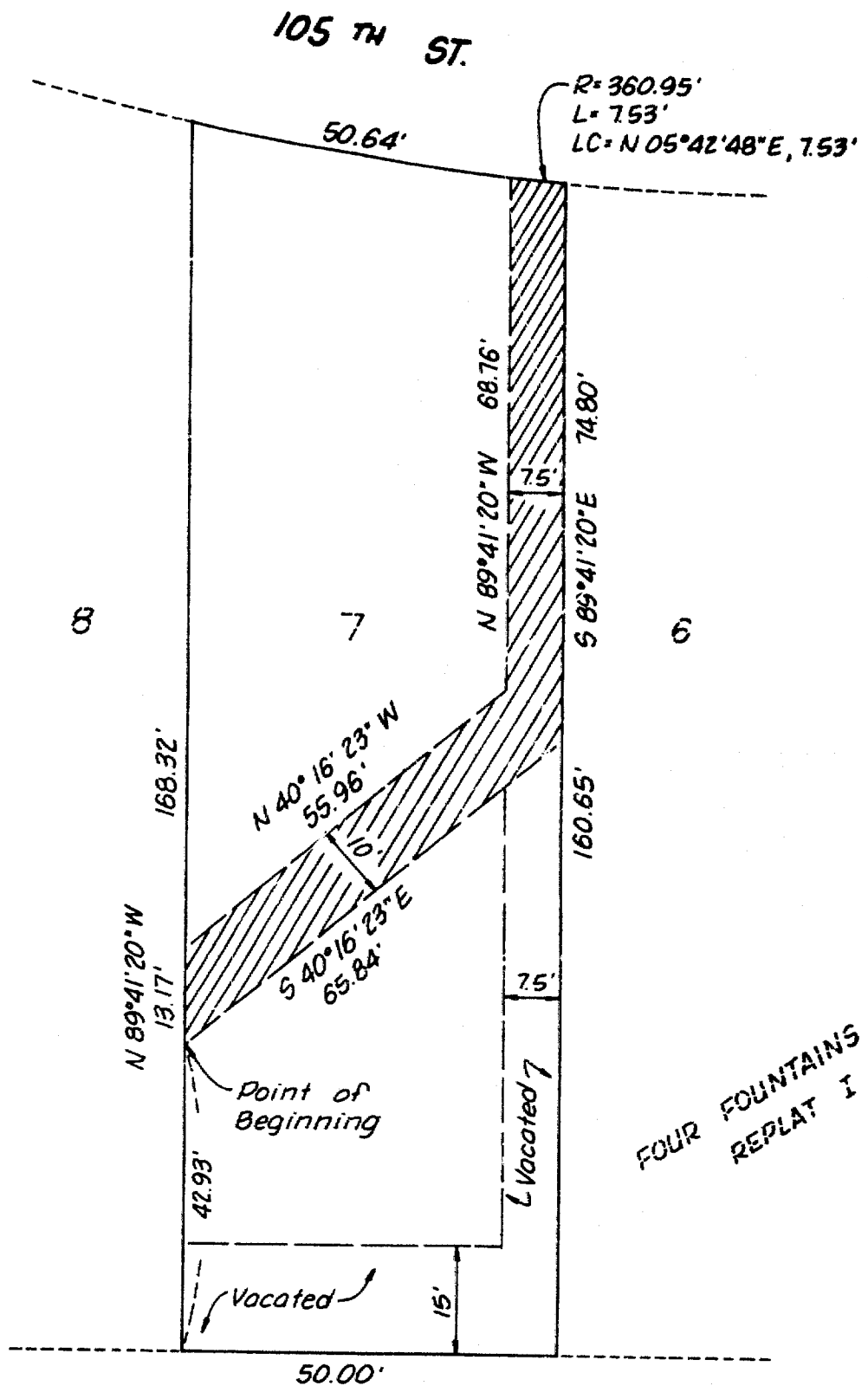


Lynn W. Johnston  
NOTARY PUBLIC

My Commission expires 3/18/88

(See Attached  
Legal Description)

SCALE: 1" = 20'



**LEGEND**

**Permanent Sewer & Drainage Easement**

#85039