



MISC 2005066353



JUN 09 2005 10:19 P 3

Affects O.L.C.

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/9/2005 10:19:32.37



2005066353

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CEDEVCO, INC., a Nebraska corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 514 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, 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, shall be placed in, on over, or across said easement 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. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors or assigns.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining, or operating said sanitary sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line 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 the sanitary sewer line 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 the sanitary sewer in good operating condition,

Return to:
E & A Consulting Group
12001 Q Street
Omaha, NE 68137
Attn: Heather

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upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer.

4. 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.

5. 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 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 said Grantor hereunto set its hand this 8 day of June, 2005.

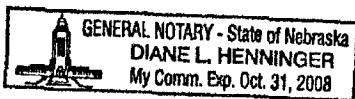
GRANTOR:

CEDEVCO, INC., a Nebraska corporation,

By: *Deen Johnson*
Its: AVP

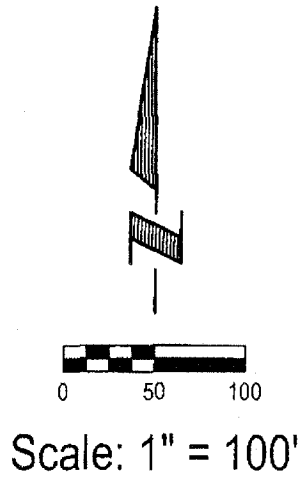
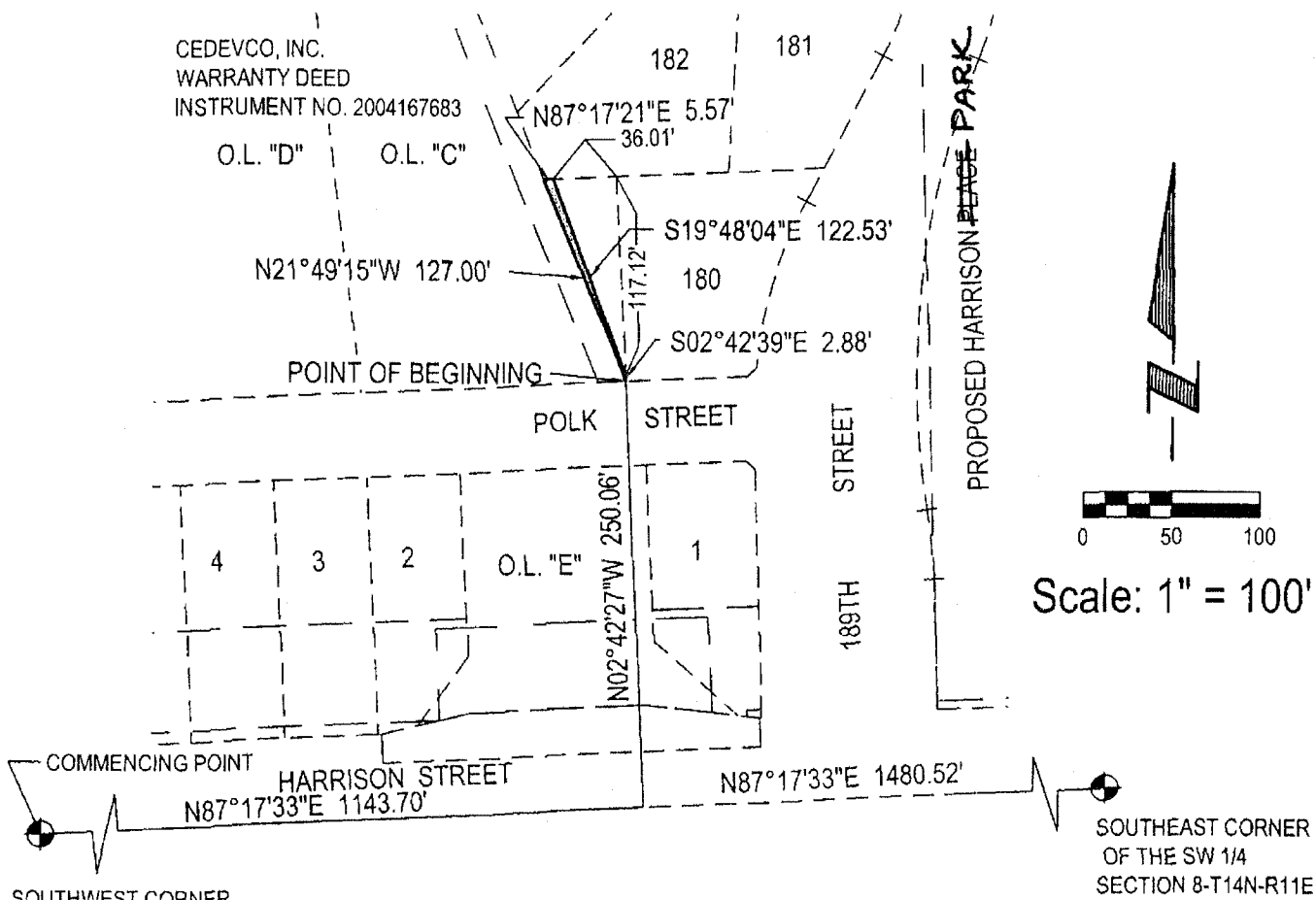
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8th day of June, 2005 by Loren Johnson of CEDEVCO, INC. a Nebraska corporation, on behalf of the corporation.



Diane L. Henninger
Notary Public

EXHIBIT "A"



SOUTHWEST CORNER
SECTION 8-T14N-R11E

SOUTHEAST CORNER
OF THE SW 1/4
SECTION 8-T14N-R11E

LEGAL DESCRIPTION
CEDEVCO, INC.
WARRANTY DEED
INSTRUMENT NO. 2004167683

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN THE SW1/4 OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N87°17'33"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 1143.70 FEET; THENCE N02°42'27"W, A DISTANCE 250.06 FEET TO THE POINT OF BEGINNING; THENCE N21°49'15"W, A DISTANCE OF 127.00 FEET; THENCE N87°17'21"E, A DISTANCE 5.57 FEET; THENCE S19°48'04"E, A DISTANCE OF 122.53; THENCE S02°42'39"E, A DISTANCE OF 2.88 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 386 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 G STREET OMAHA, NE 68137 PHONE: (402) 695-4700

**PERMANENT SANITARY
SEWER EASEMENT**
DOUGLAS COUNTY, NEBRASKA

Drawn by: JNT Chkd by: _____ Chkd by: _____

Job No.: 2002168.01 Date: 03/08/2005 Book No.: _____