

EASEMENT

THIS INDENTURE, made this 1st day of May, 1981, between South Pacific Centers, Inc., a Nebraska corporation, hereinafter referred to as "Grantor", and Sanitary and Improvement District No. 126 of Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "Grantee",

W I T N E S S E T H :

That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Sanitary and Improvement District No. 126 of Douglas County, Nebraska, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the transportation of sewage and drainage, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands as indicated on Exhibit A and described as follows:

A permanent sewer and drainage easement located in Pacific Heights, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the northeastern corner of Lot 1 thence southerly along the east lot line of said Lot 1, a.k.a. the west R.O.W. line of 166th Street, a distance of 148.83 feet to the Point of Beginning; thence westerly along a line parallel to the north property line of said Lot 1 a distance of 110 feet; thence southerly along a line parallel to the east property line of said Lot 1 a distance of 10 feet; thence easterly along a line parallel to the north property line of said Lot 1 a distance of 110 feet; thence northerly on the east property line of said Lot 1 a distance of 10 feet to the Point of Beginning.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, its successors and assigns.

1. Grantor, its successors or assigns agree that they will at no time erect, construct or place on or below the surface of said strip of land any building or structure, except pavement, and that they will not permit anyone else to do so.

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. The Grantor shall have the right, at its expense, to have the Grantee change the location of the easement and pipeline in the event the aforescribed easement conflicts with the Grantor's use of the land in the future. Grantor agrees to give whatever easement is necessary in connection with the said change in location of the pipeline.

4. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of Grantee respecting the ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

GRANTOR:

SOUTH PACIFIC CENTERS, INC.,
a Nebraska corporation,
Grantor

By *John G. Peterson*
President

Attest:

Walter L. Griffith
Asst. Secretary
(Corporate Seal)

GRANTEE:

Sanitary and Improvement District
No. 126 of Douglas County, Nebraska

By *Randolph Dyer*
Chairman

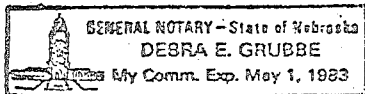
Attest:

John G. Peterson
Clerk

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 1st day of May, 1981, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came John G. Peterson, to me personally known to be the President of South Pacific Centers, Inc., a Nebraska corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

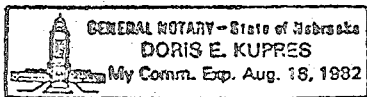


Debora E. Grubbe
Notary Public

My commission expires the 1st day of May, 1982.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

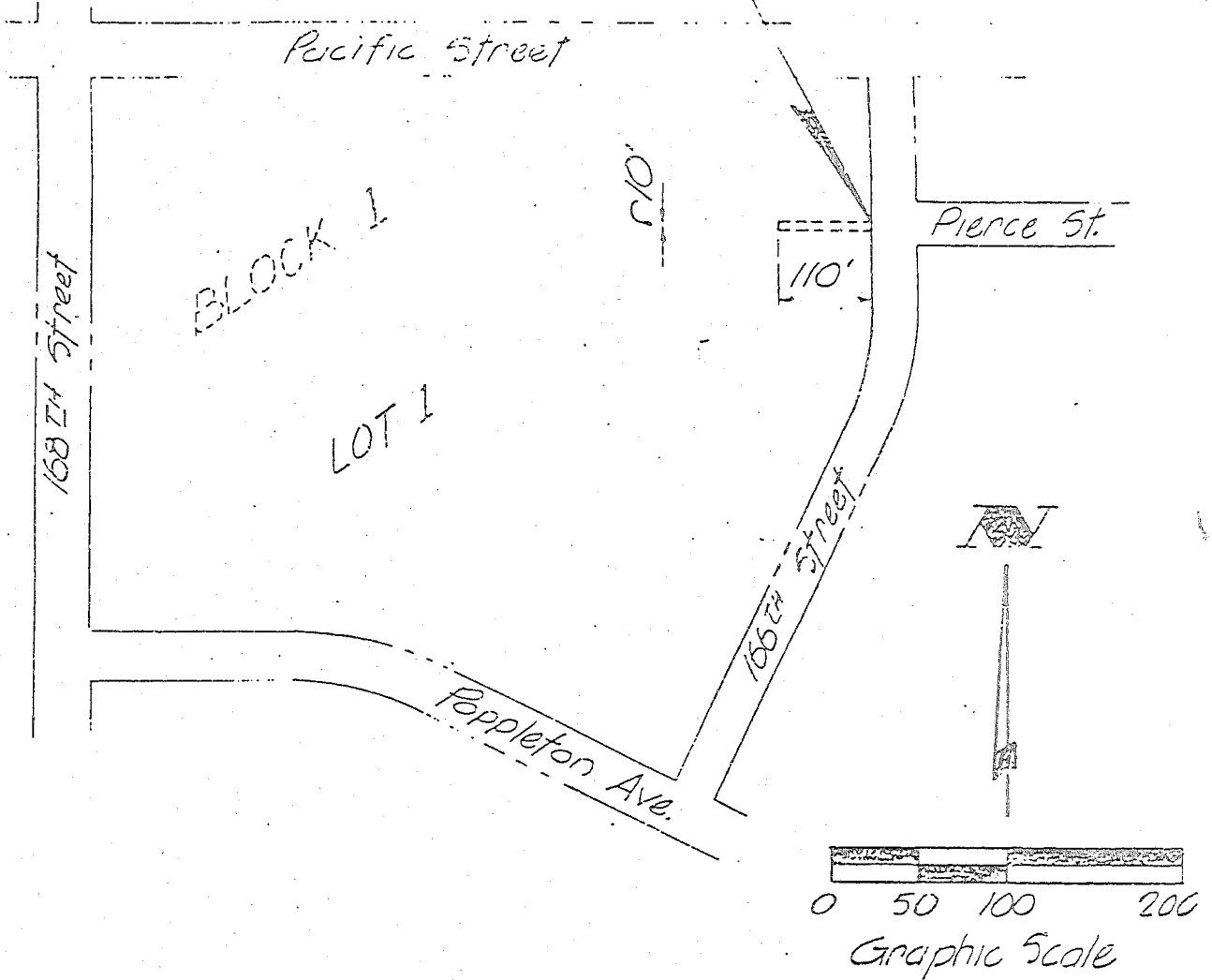
On this 4 day of May, 1981, before me, a notary public for said State and County, personally came Ronald J. Dyrda, Chairman of Sanitary and Improvement District No. 126 of Douglas County, Nebraska, to me personally known to be said officer and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



Doris E. Kupres
Notary Public

My commission expires: August 18,
1982

Point of Beginning



LEGAL DESCRIPTION

Permanent Sewer and Drainage Easement

The following is the Legal Description of a permanent sewer and drainage easement located in Lot 1, Block 1, of Pacific Heights, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the northeastern corner of Lot 1 thence southerly along the east lot line of said Lot 1, a.k.a. the west R.O.W. line of 166th Street, a distance of 148.83 feet to the Point of Beginning; thence westerly along a line parallel to the north property line of said Lot 1 a distance of 110 feet; thence southerly along a line parallel to the east property line of said Lot 1 a distance of 10 feet; thence easterly along a line parallel to the north property line of said Lot 1 a distance of 110 feet; thence northerly on the east property line of said Lot 1 a distance of 10 feet to the Point of Beginning.

9 Recd.
 RECEIVED
 JUN 15 PM 4:15
 CHARLOTTA OSILER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBRASKA

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THE SCHEMMER ASSOCIATES INC.

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED _____ DRAWN BTM CHECKED FMS DATE 4/16/81 SHEET NO. _____