

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-014835

99 MAY 14 AM 8:27

Glenn J. Dowd
REGISTER OF DEEDS

99-14835

Counter m D
Verify S
D.E. a
Proof m
Fee \$ 15.50
Ck Cash Chg

PERMANENT WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT DUANE J. DOWD and FRANCES DEE DOWD, hereinafter referred to as GRANTOR, for and in consideration of the sum of One and no/100 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. 202 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF GRETNA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to construct, maintain and operate water mains and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

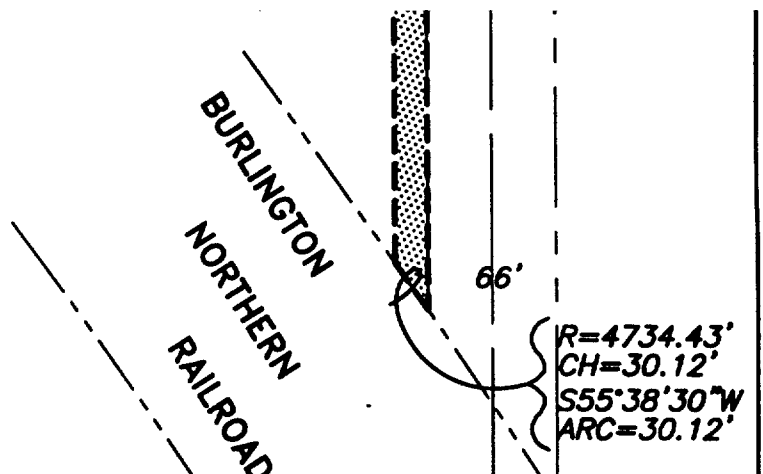
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing said water mains at the will of the CITY. The GRANTOR may, following construction of said water mains, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY 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, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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, its successors and assigns.
2. That CITY may construct, maintain, operate, repair, or replace additional water mains within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said water mains except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the CITY 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

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Brown & Wolff
One Bennington Place
1925 N. 120th Street
Omaha, NE 68154-1391



benefit of any contractor, agent, employee, or representative of the CITY and any of said construction work.

5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, 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 and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

6. That said easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, trees within the easement area as necessary for construction.

7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements or representations of the CITY or its agents or employees, except as are set forth herein.

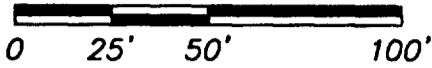
IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 12th day of MAY, 1999.

[Signature]
DUANE J. DOWD
[Signature]
FRANCES DEE DOWD

STATE OF NEBRASKA)
) ss:
COUNTY OF)

On this 12th day of MAY, 1999, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named DUANE J. DOWD and FRANCES DEE DOWD, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public



L I N C O L N
102 P L A C E 103
N00°07'46"E
17.00'

POINT OF BEGINNING

66'

NORTH LINE NW 1/4 SEC 36-14-10

GRUENTHER ROAD

N90°00'00"W 1066.24'

S90°00'00"E 1091.07'

66'

BURLINGTON
NORTHERN
RAILROAD

R=4734.43'
CH=30.12'
S55°38'30"W
ARC=30.12'

LEGAL DESCRIPTION - PERMANENT WATER MAIN EASEMENT

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 103, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION IN SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N00°07'46"E (PLATTED BEARING), 17.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GRUENTHER ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S90°00'00"E, 1091.07 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 4734.43 FEET AND A CHORD BEARING S55°38'30"W, 30.12 FEET, AN ARC DISTANCE OF 30.12 FEET; THENCE N90°00'00"W, 1066.24 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.42 ACRE (18,337 SQ. FT.), MORE OR LESS.