

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-46183

2004 DEC -7 P 2:08

Sharon G. Dowling
REGISTER OF DEEDS

COUNTER PAE C.E. Q
VERIFY LM D.E. Q
PROOF LM
FEES \$ 25.50
CHECK# 50248
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

DECLARATION OF EASEMENT

This Declaration of Easement is made this 6th day of December, 2004, by and between the Estate of Lola B. Smith (hereinafter "Grantor"), said Estate proceeding being filed in the County Court of Sarpy County, Nebraska, and found at Case No. PR 02-318, and SIDNEY E. SMITH, a single person (hereinafter "Grantee"), whose address is 2119 "J" Street, Omaha, Nebraska 68107-2039.

WHEREAS, Grantor is the legal title holder of the following legally described real estate:

Tax Lot 5A1 in Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; EXCEPT Tax Lot 5A1B, referring to the West Quarter corner of Section 22; thence due South (assumed bearing) along the West line of the SW 1/4 of Section 22 for 49.5 feet; thence S89°50' East 220 feet to the point of beginning; thence S89°50' East 100 feet; thence due South 120 feet; thence N89°50' West 100 feet; thence due North 120 feet to the point of beginning;

AND EXCEPT Tax Lot A2, the North 5 rods of Lot 5, in Sarpy County, Nebraska;

AND EXCEPT Tax Lot 5B, the South 26 feet of Tax Lot 5 in Section 22, Township 14, Range 13, in Sarpy County, Nebraska;

AND EXCEPT the West 50 feet of Tax Lot 5A1, in Section 22, Township 14, Range 13, in Sarpy County, Nebraska;

AND EXCEPT the East 120 feet of the West 170 feet of the South 100 feet of Tax Lot 5A1A in the Southwest Quarter of Section 22, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska.

(hereinafter "Grantor's Land"); and

RVR
Govier & Milone
10855 West Dodge Rd.
Omaha, NE 68154

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WHEREAS, Grantee is the legal title holder of the following legally described real estate:

That part of Tax Lot 5A1A lying within the SW 1/4 of Section 22,
T14N, R13E of the 6th P.M., Sarpy County, Nebraska, known as Lot
1 Smith's Acre,

(hereinafter "Grantee's Land"); and

WHEREAS, Grantor and Grantee have agreed to allow Grantee the perpetual use of certain land for the purpose of laying, maintaining, operating, repairing, relaying, and removing pipeline for the transportation of water;

NOW, THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, his heirs, successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the underground transportation of water, and all underground appurtenances reasonably necessary thereto, together with the right of ingress and egress to and from the same, on, over, under, and through lands described as follows:

PERMANENT EASEMENT

See Exhibit A Attached Hereto and by this reference made a part hereof.

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

1. Grantor agrees that neither they nor their successors nor assigns will at any time erect, construct, or place on or below the surface of said easement tract any building or similar structure, except pavement and other such covering, and they will not give anyone else permission to do so.

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, along with all vegetation and any sidewalks or similar structures affected thereby, as near as may be reasonably possible, to the original condition thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder. Grantor shall not be liable to pay for or maintain any part or the whole of any pipeline and appurtenances thereto; it being the sole responsibility of the Grantee to lay, maintain, operate, repair, relay and remove at any time, the pipeline constructed and maintained hereunder.

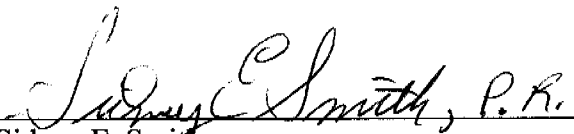
B

4. It is further agreed that the Grantor has lawful possession of said real estate, good right, and lawful authority to make such conveyance, and they and their executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

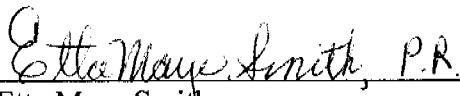
5. Grantee, its successors and assigns, agrees to indemnify and hold Grantor, their executors, administrators, successors and assigns, harmless for any and all damages, claims and liabilities that may arise from Grantee's ownership, use, operations, extensions, and connections of any pipeline and constructed and maintained hereunder, excepting therefrom such which arises out of the intentional acts or actionable negligence of Grantor, their successors and assigns.

6. The persons executing this instrument represent that they have the authority to execute same and make this conveyance.

IN WITNESS WHEREOF, the Grantor causes this easement and right-of-way to be signed and executed on the day and year first above written.



Sidney E. Smith
Co-Personal Representative of the
Estate of Lola B. Smith



Etta Maye Smith
Co-Personal Representative of the
Estate of Lola B. Smith

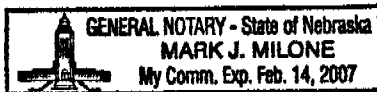


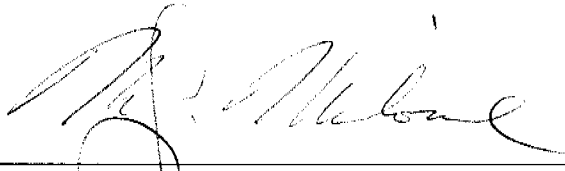
Sidney E. Smith

C

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6th day of December, 2004, before me, a Notary Public within and for said County, personally appeared SIDNEY E. SMITH and ETTA MAYE SMITH, Co-Personal Representatives of the Estate of Lola B. Smith, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

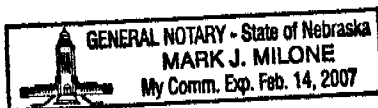


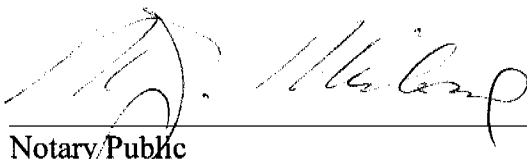


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

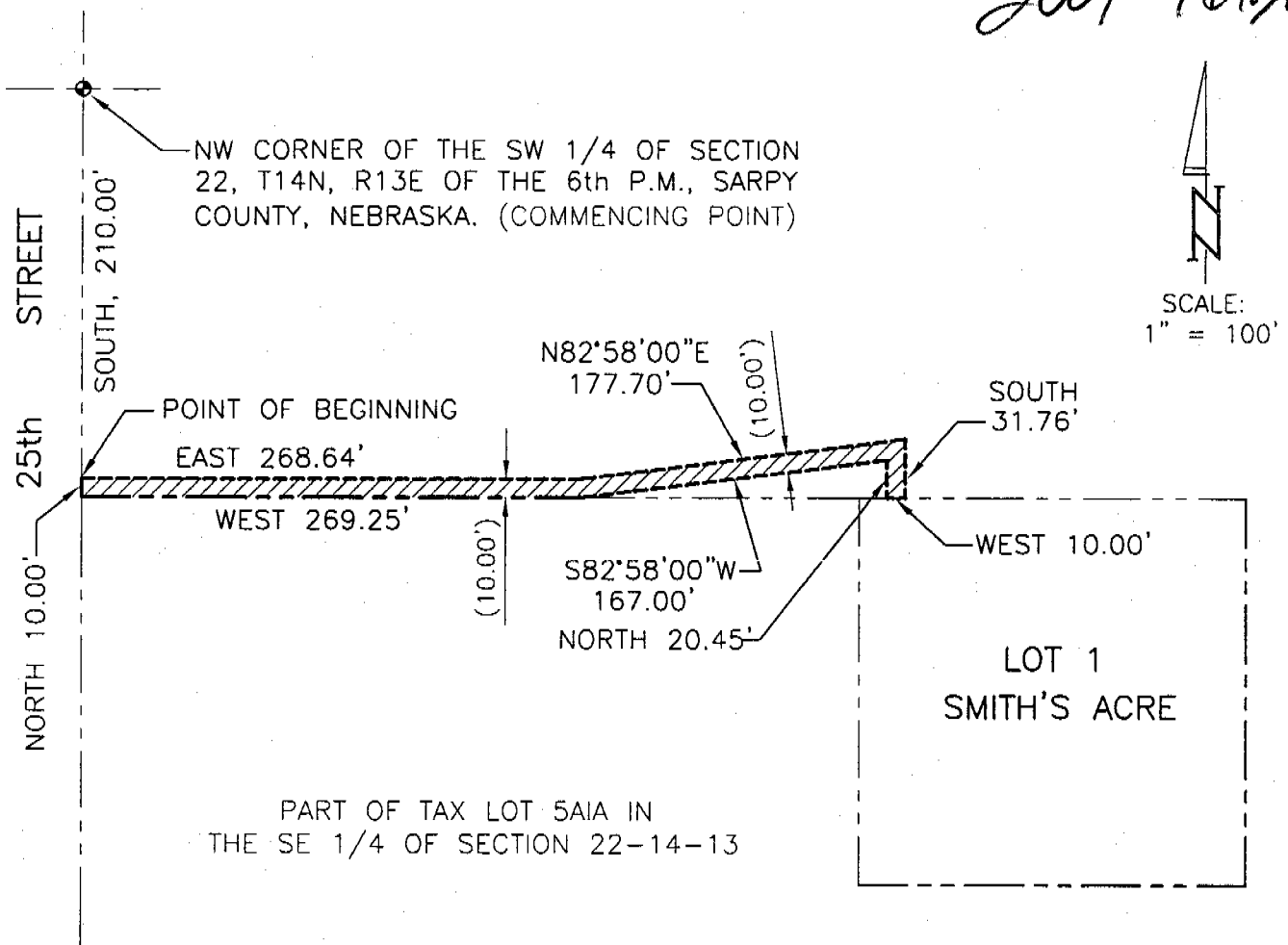
On this 6th day of December, 2004, before me, a Notary Public within and for said County, personally appeared SIDNEY E. SMITH, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.





Notary Public

2004-46183D



LEGAL DESCRIPTION

THAT PART OF TAX LOT 5A1A LYING WITHIN THE SW 1/4 OF SECTION 22, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW 1/4;

THENCE SOUTH (ASSUMED BEARING) 210.00 FEET ON THE WEST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING;

THENCE EAST 268.64 FEET; THENCE N82°58'00"E 177.70 FEET;

THENCE SOUTH 31.76 FEET TO THE NORTH LINE OF LOT 1, SMITH'S ACRE, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE WEST 10.00 FEET ON THE NORTH LINE OF SAID LOT 1;

THENCE NORTH 20.45 FEET;

THENCE S82°58'00"W 167.00 FEET;

THENCE WEST 269.25 FEET TO THE WEST LINE OF SAID SW 1/4;

THENCE NORTH 10.00 FEET ON THE WEST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

EXHIBIT "A"

SID SMITH

TD2 FILE NO.: 200-324-35E-B

DATE: AUGUST 8, 2004

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860