

PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Charles G. Smith, Trustee, hereinafter referred to as "GRANTOR", in consideration of the agreements of the Sanitary and Improvement District No. 338 of Douglas County, Nebraska, as hereinafter set forth, do hereby donate, grant and convey unto the Sanitary and Improvement District No. 338 of Douglas County, Nebraska, hereinafter referred to as "SID", and to its successors and assigns, an Easement for the right to construct, maintain and operate a storm sewer and appurtenances thereto, in, through and under the parcel of land described below and for the right to maintain a drainage channel over the parcel of land described as follows:

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 and maintaining or operating said sewer and drainage channel 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 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 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 and channel, 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 work.
4. That said GRANTOR for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the GRANTOR is well seized in fee of the above-described property, and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, 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.

(West of us)

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 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.

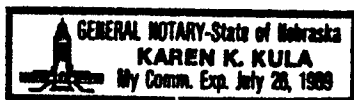
IN WITNESS WHEREOF, said GRANTOR has executed this easement this 13<sup>th</sup> day of August 1987.

By *[Signature]*  
Charles G. Smith, Trustee

STATE OF NEBRASKA )  
SS  
COUNTY OF DOUGLAS )

On this 13<sup>th</sup> day of August, 1987, before me, a Notary Public in and for said County and State, personally appeared Charles G. Smith, Trustee and who executed the above and foregoing Easement and acknowledged his execution to be his voluntary act and deed.

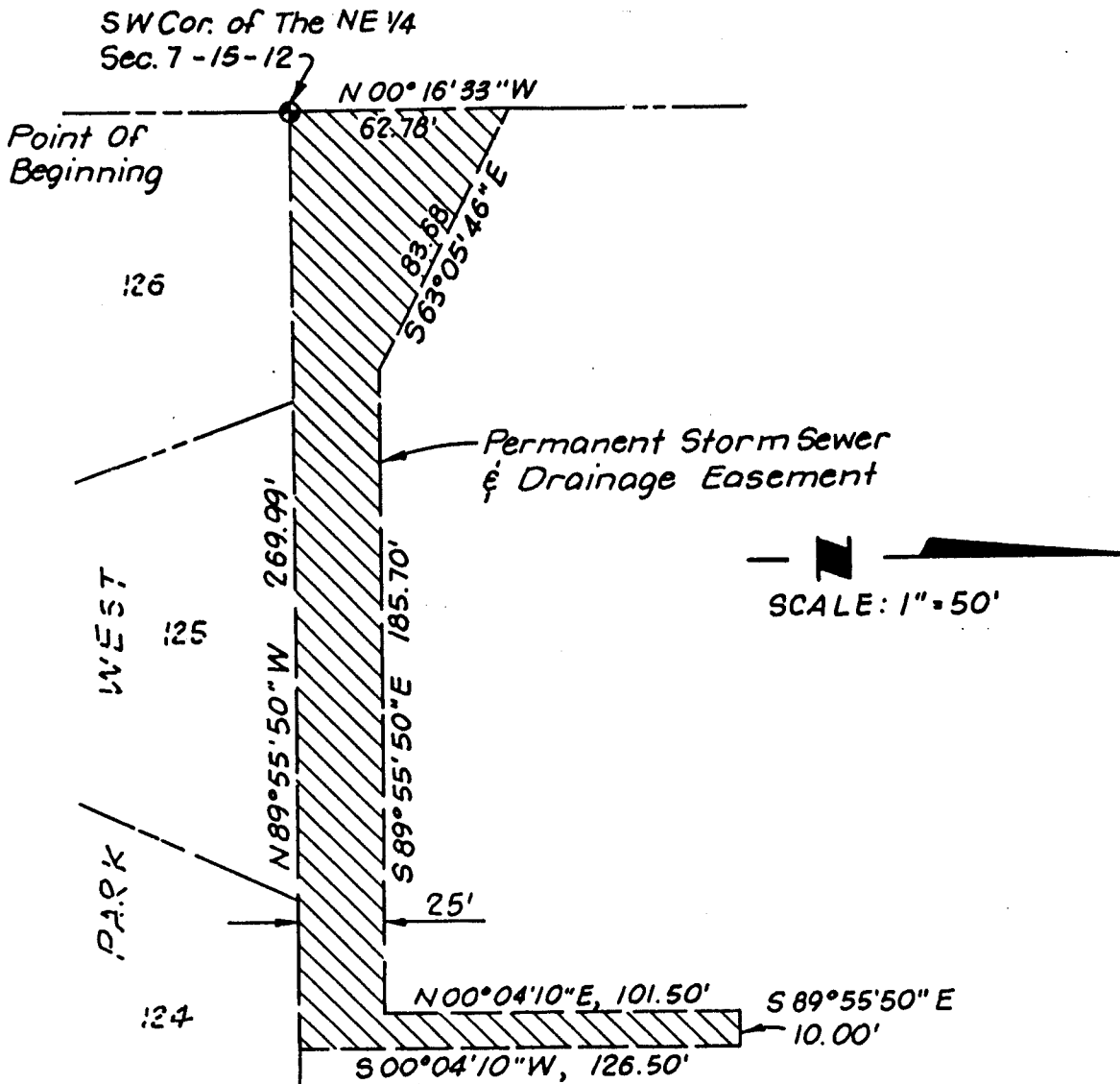
*Karen K. Kula*  
Notary Public



LEGAL DESCRIPTION  
PERMANENT STORM SEWER EASEMENT

A permanent Storm Sewer Easement located in part of the NE 1/4 of Section 7, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Northeast 1/4 of Section 7; thence N00°16'33"W (Assumed Bearing) along the West line of said Northeast 1/4 of Section 7, a distance of 62.78 feet; thence S63°05'46"E, a distance of 83.68 feet; thence S89°55'50"E, a distance of 185.70 feet; thence N00°04'10"E, a distance of 101.50 feet; thence S89°55'50"E, a distance of 10.00 feet; thence S00°04'10"W, a distance of 126.50 feet to a point on the South line of said Northeast 1/4 of Section 7; thence N89°55'50"W along said South line of the Northeast 1/4 of Section 7, a distance of 269.99 feet to the Point of Beginning.



SCALE: 1" = 50'

BK 823 N 7-15-12 MC 19 FEE 15.50  
 PG 646-648 N 7-15-12 DEL MC  
 OF Mead COMP F/B

GEORGE J. C. HENNINGZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

1987 AUG 13 PM 3:50

RECEIVED

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 M/S

#85059  
 7-31-87