

**PERMANENT SEWER EASEMENT**

*see plat.*

KNOW ALL MEN BY THESE PRESENTS:

THAT Nancy J. Cerone, a single person, Robert J. Dickinson and Margaret S. Dickinson, husband and wife, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar (\$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. 385 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 sanitary sewer, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See attached 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, maintaining or operating said Sewer at 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 or their 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 heirs, 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, 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 and work.

4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. These easement runs with the land.

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, ~~rocks~~, vines, trees within the easement area as necessary for construction, *excluding growing crops, if any, for which separate damages will be paid by SID but may be removed.*

RSD  
MJC

6. 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 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 or have hereunto set his or their hand(s) this 21 day of July, 1993.

GRANTORS:

Nancy J. Cerone  
NANCY J. CERONE

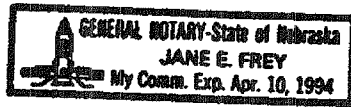
Robert J. Dickinson  
ROBERT J. DICKINSON

Margaret S. Dickinson  
MARGARET S. DICKINSON

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of July, 1993, before me a Notary Public, in and for said County, personally came the above named Nancy J. Cerone, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



*Jane E. Frey*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of July, 1993, before me a Notary Public, in and for said County, personally came the above named Robert J. Dickinson, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

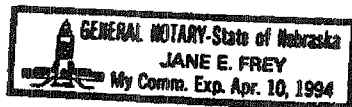


*Jane E. Frey*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of July, 1993, before me a Notary Public, in and for said County, personally came the above named Margaret S. Dickinson, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



*Jane E. Frey*  
Notary Public

LEGAL DESCRIPTION  
PERMANENT SANITARY OUTFALL SEWER EASEMENT  
S.I.D. NO. 385, DOUGLAS COUNTY  
DICKINSON'S LANDING

*newly newly  
swly newly*

A permanent sanitary outfall sewer easement located in the west half of the northwest quarter of Section 4, Township 14 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 4; thence N87°36'58"E (assumed bearing), along the north line of said Section 4, a distance of 641.53 feet; thence S02°23'02"E, a distance of 33.00 feet to a point on the south right-of-way line of 'F' Street, said point also being the Point of Beginning; thence N87°36'58"E, along said south right-of-way line of 'F' Street, a distance of 20.00 feet; thence S02°23'02"E, a distance of 178.51 feet; thence S14°46'23"W, a distance of 240.22 feet; thence S10°16'36"E, a distance of 231.35 feet; thence S00°17'42"W, a distance of 589.17 feet; thence S83°56'17"E, a distance of 214.02 feet; thence N81°48'49"E, a distance of 349.32 feet; thence N88°22'34"E, a distance of 150.57 feet to a point on the east line of said west half of the northwest quarter of Section 4; thence S01°37'26"E, along said east line of the west half of the northwest quarter of Section 4, a distance of 20.00 feet; thence S88°22'34"W, a distance of 149.43 feet; thence S81°48'49"W, a distance of 350.68 feet; thence N83°56'17"W, a distance of 234.60 feet; thence N00°17'42"E, a distance of 605.40 feet; thence N10°16'36"W, a distance of 233.94 feet; thence N14°46'23"E, a distance of 241.65 feet; thence N02°23'02"W, a distance of 175.49 feet to the Point of Beginning.

The above described tract of land contains an area of 39,444 square feet or 0.905 acres, more or less.

#92053  
July 20, 1993

Prepared By:  
Elliott & Associates  
5316 South 132nd Street  
Omaha, Nebraska, 68137

RECEIVED  
Jul 26 12 37 PM '93  
GEORGE J. LUNDQUIST  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

CASH 20861 BK 1086 R 4-14-11 <sup>VP</sup>  
TYPE new PG 99-102 01-60000  
FEE 30.00 OF new LER 102 COMP CUAN 8  
MC      FV