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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

PERMANENT SEWER EASEMENT

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 Exhibit & Plat

See attached Exhibit "A" and attached Exhibit "B".

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.

B CASH 28392 BK 1099 R 4-14-11 P 01-6000
 TYPE Misc PG 109-113 C/O _____ COMP _____ SCAN _____
 FEE 25⁰⁰ OF Misc LEGL PG 112 AC _____ FV _____

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, 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.

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 29th day of September 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 29th day of September, 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.



Donna F. Luedke
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of September, 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.

Donna F. Luedke
Notary Public

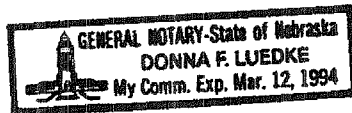
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 29th day of September, 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.



Donna F. Luedke
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION
20-FOOT PERMANENT SANITARY OUTFALL SEWER EASEMENT
SID NO. 385

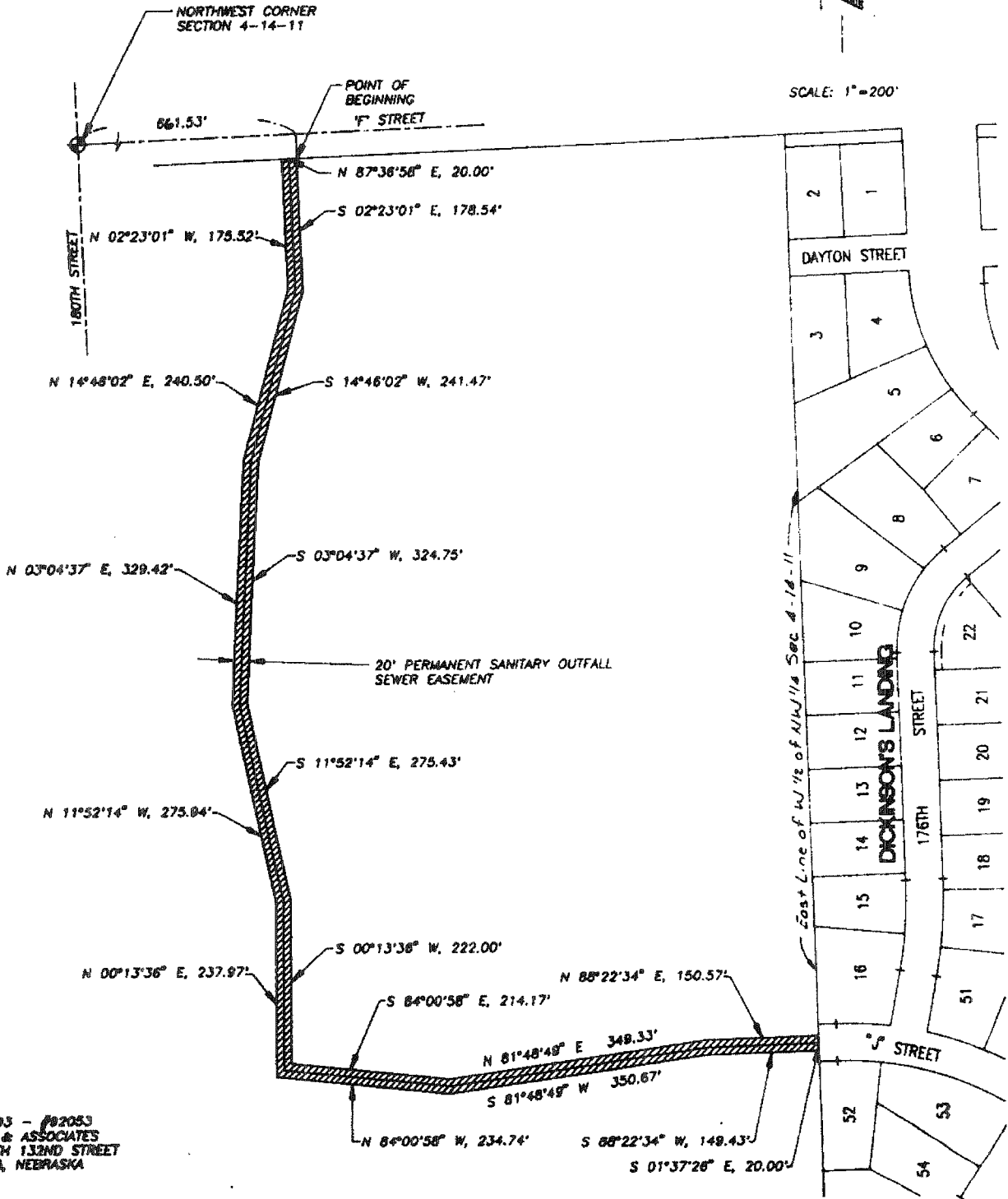
A tract of land located in part of the W 1/2 of the NW 1/4 of Section 4, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

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 661.53 feet; thence S02°23'01"E, a distance of 33.00 feet to the point of beginning, said point also being a point on the South right-of-way line of "F" Street; thence continuing S02°23'01"E, a distance of 178.54 feet; thence S14°46'02"W, a distance of 241.47 feet; thence S03°04'37"W, a distance of 324.75 feet; thence S11°52'14"E, a distance of 275.43 feet; thence S00°13'36"W, a distance of 222.00 feet; thence S84°00'58"E, a distance of 214.17 feet; thence N81°48'49"E, a distance of 349.33 feet; thence N88°22'34"E, a distance of 150.57 feet to a point on the East line of said W 1/2 of the NW 1/4 of Section 4; thence S01°37'26"E along said East line of the W 1/2 of the NW 1/4 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 350.67 feet; thence N84°00'58"W, a distance of 234.74 feet; thence N00°13'36"E, a distance of 237.97 feet; thence N11°52'14"W, a distance of 275.94 feet; thence N03°04'37"E, a distance of 329.42 feet; thence N14°46'02"E, a distance of 240.50 feet; thence N02°23'01"W, a distance of 175.52 feet to a point on said South right-of-way line of "F" Street; thence N87°36'58"E along said South right-of-way line of "F" Street, a distance of 20.00 feet to the point of beginning.

Said tract of land contains an area of 0.907 acres, more or less.

NW / NW
SW / SW

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



8/25/93 - #02083
ELLIOTT & ASSOCIATES
5318 SOUTH 132ND STREET
OMAHA, NEBRASKA

EXHIBIT "B"