



NODE 104
R/W 20013
156TH
382-683

16" Streets

DELEGATION AND ASSIGNMENT OF EASEMENT RIGHTS

US WEST COMMUNICATIONS, INC., a Colorado Corporation, hereby delegates and assigns, by and through the Easement conveyed to it on or about the 22ND day of AUGUST 1995, a copy of which is attached hereto and made a part hereof by this reference, easement rights to construct, reconstruct, operate, maintain and remove a gas line and related appurtenances to the Metropolitan Utilities District of Omaha, Nebraska, a political subdivision and municipal corporation of the State of Nebraska, its successors and assigns, upon, over, under and across the following described land: 17815 'F' ST. A STRIP OF LAND 10' WIDE, COMMENCING AT A POINT ON THE NORTH SECTION LINE AND 1320' EAST OF THE WEST SECTION LINE OF SECTION 4, THENCE EXTENDING IN THE SOUTHERLY DIRECTION FOR 25' OF THE NW 1/4 OF SECTION 4, T-14N, R-11E OF THE 6TH P.M. OF DOUGLAS COUNTY IN THE STATE OF NEBRASKA.

The rights, conditions and provisions of this Delegation and Assignment shall inure to the benefit of and be binding on the heirs, executors, administrators, successors and assigns of the respective parties herein.

DATED this 6TH day of SEPTEMBER, 1995.

US WEST COMMUNICATIONS, INC.
a Colorado Corporation

By: John J. Furey
Title: Mgr. Broadband

GEORGE J. ...
REGISTER
DOUGLAS

RECEIVED
SEP 15 1 08 PM '95

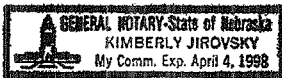
ACKNOWLEDGMENT

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 6TH day of SEPTEMBER, 1995, before me, a Notary Public in and for the State of Nebraska, personally appeared JOHN J. FUREY of US West Communications, Inc., a Colorado Corporation, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he/she/they executed the same with the authority of and behalf of the said Corporation for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.



Kimberly Jirovsky
Notary Public

Pls return to -
R. OWENS
M.U.D.
1723 Harney
OMAHA 68102

10014 H 01-60000
FEE 10.50 RL-14-11 FB
DEL C/O COMP
LEGAL PG 34 SCAN / FV

After recording, return to
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

PERMANENT SEWER EASEMENT

RECEIVED

APR 25 3 41 PM '94

GEORGE J. BOGIEWICZ
REGISTERED CLERK
DOUGLAS COUNTY, NE

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 storm sewer (hereafter "Sewer"), and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit: See attached Exhibit "A".

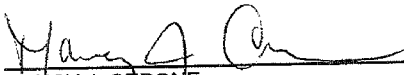
TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purposes of constructing, inspecting, maintaining or operating said Sewer at the will of the SID. The Grantor may, following construction of said Sewer, continue to use 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 and 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. This 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.

22nd IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this
day of April, 1994.

GRANTORS:



NANCY J. CERONE



ROBERT J. DICKINSON



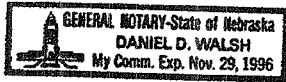
MARGARET S. DICKINSON

4999
1560
DEL. C/D
LEGAL PG 306 SCAN
414-1110
R01-60000
COMP PMA
A2FV

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

WITNESS my hand and Notarial Seal the date aforesaid.

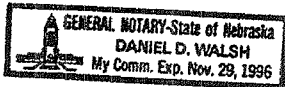


Daniel D. Walsh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

WITNESS my hand and Notarial Seal the date aforesaid.

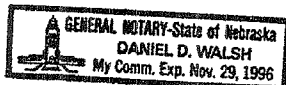


Daniel D. Walsh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

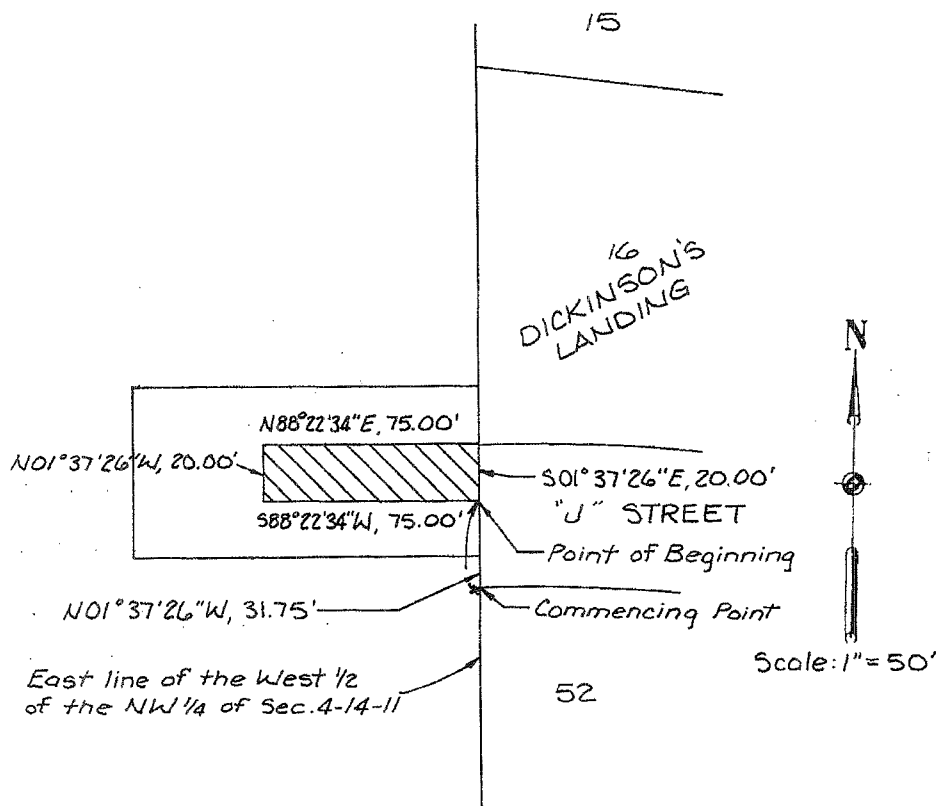
WITNESS my hand and Notarial Seal the date aforesaid.



Daniel D. Walsh
Notary Public

EXHIBIT "A"

PERMANENT STORM SEWER EASEMENT



*See also
N 1/4 Sec 4*

LEGAL DESCRIPTION PERMANENT STORM SEWER EASEMENT

A tract of land located in the West 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 Lot 52, Dickinson's Landing, a subdivision located in part of the East 1/2 of said NW 1/4 of Section 4; thence N01°37'26"W (assumed bearing) along the West line of said Dickinson's Landing, said line also being the East line of said West 1/2 of the NW 1/4 of Section 4, a distance of 31.75 feet to the point of beginning; thence S88°22'34"W, a distance of 75.00 feet; thence N01°37'26"W, a distance of 20.00 feet; thence N88°22'34"E, a distance of 75.00 feet to a point on said West line of Dickinson's Landing; thence S01°37'26"E along said West line of Dickinson's landing, a distance of 20.00 feet to the point of beginning.

Said tract of land contains an area of 1500 square feet, more or less.

#92053
1/6/93

ELLIOTT & ASSOCIATES
5316 SOUTH 132ND STREET
OMAHA, NE 68137



1117 310 MISC



05001 94 310-312

*In ~~Hand~~
"J" Street*

After recording return to

Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

PERMANENT SEWER EASEMENT

RECEIVED

APR 25 3 41 PM '94

GEORGE J. BUBLEWICZ
REGISTERED ENGINEER
DOUGLAS COUNTY, NE

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 storm sewer (hereafter "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 purposes of constructing, inspecting, maintaining or operating said Sewer at the will of the SID. The Grantor may, following construction of said Sewer, continue to use 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 and 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. This 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 22nd day of April, 1994.

GRANTORS:



NANCY J. CERONE



ROBERT J. DICKINSON



MARGARET S. DICKINSON

5801
W 1532 4-14-11
DEL. COMP
LEGAL PG 312 SCAN FV

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

WITNESS my hand and Notarial Seal the date aforesaid.

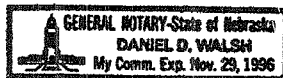


Daniel D. Walsh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

WITNESS my hand and Notarial Seal the date aforesaid.

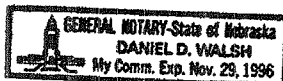


Daniel D. Walsh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of April, 1994, 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 purposes therein expressed.

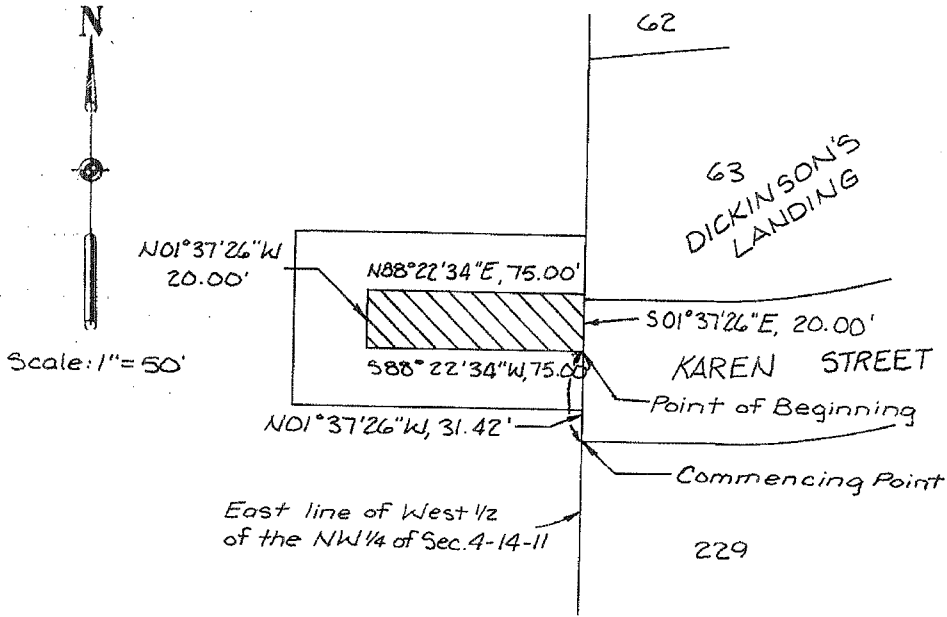
WITNESS my hand and Notarial Seal the date aforesaid.



Daniel D. Walsh
Notary Public

EXHIBIT 'A'

PERMANENT STORM SEWER EASEMENT



*See Map
New Map*

LEGAL DESCRIPTION PERMANENT STORM SEWER EASEMENT

A tract of land located in the West 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 Lot 229, Dickinson's Landing, a subdivision located in part of the East 1/2 of said NW 1/4 of Section 4; thence N01°37'26"W (assumed bearing) along the West line of said Dickinson's Landing, said line also being the East line of said West 1/2 of the NW 1/4 of Section 4, a distance of 31.42 feet to the point of beginning; thence S88°22'34"W, a distance of 75.00 feet; thence N01°37'26"W, a distance of 20.00 feet; thence N88°22'34"E, a distance of 75.00 feet to a point on said West line of Dickinson's Landing; thence S01°37'26"E along said West line of Dickinson's Landing, a distance of 20.00 feet to the point of beginning.

Said tract of land contains an area of 1500 square feet, more or less.

#92053
1/6/94

ELLIOTT & ASSOCIATES
5316 SOUTH 132ND STREET
OMAHA, NE 68137