

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 30 PAGE 780
OF Misc INST# 216

Don Clark

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Woodcliff Lakes, Inc., a Nebraska corporation, hereinafter referred to as Grantor, for and in consideration of the construction and installation of a sanitary sewer system and the mutual promises contained herein, does hereby grant and convey unto Sanitary and Improvement District No. 8 of Saunders County, Nebraska, a political subdivision, hereinafter referred to as "SID 8", 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 legal description recited in Exhibit A attached hereto and incorporated by reference herein. See Plat described in Exhibit B attached hereto and incorporated by reference herein.

To have and to hold unto said SID 8, 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 sanitary sewer at the will of SID 8. 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 SID 8 to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, embankment work, fill or fill material or other structures, shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns, without express approval of SID 8. Improvements which may be approved by SID 8 include landscaping, water line repairs, or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed in said easement shall be maintained by Grantor, its successors or assigns.
2. That SID 8 will replace or rebuild any and all damage to improvements caused by SID 8, 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 8.
3. That SID 8 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 SID 8.

EXHIBIT A

SOUTH LAKE SHORE DRIVE: Commencing at the intersection of the east right-of-way line of the Burlington Northern Railroad Company and the south line of Section 1, Township 16 North, Range 8 East; thence east a distance of approximately 1190 feet; thence northeasterly a distance of approximately 950 feet.

RIVER LANE: Commencing at the intersection of South Lake Shore Drive and River Lane; thence southeasterly a distance of approximately 280 feet.

TWIN LAKE DRIVE: Commencing at the intersection of South Lake Shore Drive and River Lane; thence northwesterly a distance approximately 2315 feet; thence westerly a distance of approximately 280 feet to North Lake Shore Drive.

NORTH LAKE SHORE DRIVE: Commencing at the intersection of the east right-of-way line of the Burlington Northern Railroad Company and South Lake Shore Drive; thence northerly to the southeasterly line of Tract 3; thence northeasterly a distance of approximately 320 feet; thence northwesterly a distance of approximately 400 feet to the east right-of-way line of said railroad; thence northerly along said east right-of-way line and following said right-of-way line to a point 40 feet east of the Northeast Corner of Lot 1156 on Lake Ski-Di.

BIRCH LANE: Commencing at the east right-of-way line of Burlington Northern Railroad and the southwest line of Lot 1005 Lake Tirawa; thence southeasterly a distance of approximately 550 feet.

POEHLING'S LANE: Commencing at the intersection of North Lake Shore Drive and