

FILED FOR RECORD 06-06-97 AT 9:33A.M.
IN BOOK 50 OF Misc. PAGE 206
REGISTER OF DEEDS, CASS CO., NE *Patricia Manning*
Doc # 123 \$ 10.50 *ly*

EASEMENT

THIS INDENTURE, made this 5th day of June, 1997, between BAY HILLS LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, hereinafter referred to as "Grantee".

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, its successors and assigns, an easement to lay, maintain, operate, repair, relay and remove, at any time, mains, lines, fire hydrants and pipes for the transportation of water, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A strip of land 10 feet wide, 5 feet on each side of the following-described centerline, in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska across Lot 14-Block 2: referring to the SE Corner located in the SW1/4 of Section 33-T13N-R13E of the 6th P.M., Cass County, Nebraska; thence N 43°00'41" E, along the East line of said Lot 14, 90.00' to the true point of beginning; thence N 2°27'50" W, 79.00' to a point on the North line of said Lot 14, said point being 40.00' East of the NW Corner and the termination of said centerline description. The sidelines of said described strip being shortened or elongated to meet the property lines of the Grantor.

TO HAVE AND TO HOLD said Easement unto the said Grantee, SANITARY AND IMPROVEMENT DISTRICT NO. 5 OF CASS COUNTY, NEBRASKA, its successors and assigns.

1. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, and they will not give anyone else permission to do so.
2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so. Grantee agrees to lay any main, line or pipe at sufficient depth to not interfere with the Grantor's use and enjoyment of said easement tract.
3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee,

#123

respecting the ownership, use, operations, extensions and connections to any main, line or pipe constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed and executed on the day and year first above written.

BAY HILLS LIMITED PARTNERSHIP,

By: W. L. Morrison, Jr.
W. L. MORRISON, JR., President,
Dodge Land Co., General Partner

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 5th day of JUNE, 1997, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came W. L. MORRISON, JR., President of Dodge Land Co., general partner of Bay Hills Limited Partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledges the execution of this instrument to be his voluntary act and deed as President of Dodge Land Co., general partner of Bay Hills Limited Partnership.

WITNESS my hand and notarial seal the day and year last above written.

Barbara M. Hammond
NOTARY PUBLIC

My commission expires: 4-11-00

 GENERAL NOTARY-STATE of Nebraska
BARBARA M. HAMMOND
My Comm. Exp. April 11, 2000