

1313

#606

Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

Copy to:
James E. Lang
11306 Davenport Street
Omaha, NE 68154

FILED FOR RECORD 1-28-99 AT 10:14 A.M.
IN BOOK 52 OF (Misc) PAGE 726
REGISTER OF DEEDS, CASS CO., NE Patricia Masingo
Doc # 606 \$ 72.00

**GRANT OF PERMANENT POWER AND TELEPHONE
RIGHT-OF-WAY EASEMENT AND
RELEASE OF EXISTING POWER AND TELEPHONE
RIGHT-OF-WAY EASEMENT**

THIS INDENTURE made this _____ day of _____, 1998, between BAY HILLS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, hereinafter referred to as "Bay Hills", Falcone Enterprises, Inc., a Nebraska corporation, hereinafter referred to as "Falcone", and THE OMAHA PUBLIC POWER DISTRICT, a public corporation, and its successors and assigns, and LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation, and its successors and assigns, hereinafter collectively referred to as the "Grantees", Aliant Communications Co., formerly known as THE

WITNESSETH:

**GRANT OF PERMANENT POWER AND
TELEPHONE RIGHT OF WAY EASEMENT**

That Bay Hills, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "A", "B" and "C" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Bay Hills Easement Areas" and collectively with the Falcone Easement Areas described below as the "Easement Areas").

That Falcone, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "D" and "E" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Falcone Easement Areas" and collectively with the Bay Hills Easement Areas as the "Easement Areas").

TO HAVE AND TO HOLD said Easements and Right-of-Ways unto the said Grantees, and their successors and assigns.

1. Bay Hills and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Bay Hills Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Bay Hills, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Bay Hills Easement Areas.

2. Falcone and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Falcone Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Falcone, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Falcone Easement Areas.

3. The Grantees shall have the right of ingress and egress across the Easement Areas in order to carry out the purposes of the easement grant described herein. Such ingress and egress shall be exercised in a reasonable manner.

4. The Grantees shall restore the Easement Areas to its original contour and condition within a reasonable period of time after the work described herein is performed. Thereafter, in the event it becomes necessary to repair, remove or replace said lines, cables, appurtenances or facilities, the Grantees shall have the right to remove such pavement, trees, crops, grass or shrubbery and said premises shall thereafter be restored by the Grantees and their successors and assigns, to the condition that existed before said removal within a reasonable period of time.

5. Bay Hills is the lawful possessor of the Bay Hills Easement Areas; has good, right, and lawful authority to make such conveyance; and Bay Hills and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Bay Hills Easement Areas.

6. Falcone is the lawful possessor of the Falcone Easement Areas; has good, right, and lawful authority to make such conveyance; and Falcone and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Falcone Easement Areas.

RELEASE OF EXISTING POWER AND TELEPHONE RIGHT-OF-WAY EASEMENTS

IN CONSIDERATION of the grant of the Permanent Power and Telephone Right-of-Way Easement described herein, the Omaha Public Power District, a public corporation, and the Lincoln Telephone & Telegraph Co., a corporation, hereby release the existing Right-Of-Way Easement executed by Buccaneer Bay, Inc. in favor of the Grantees, dated July 22, 1975 and filed on August 29, 1975 in Book 17 at Page 544 of the Miscellaneous Records of Cass County, Nebraska, except, Grantees do not release the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass County, Nebraska, described and shown in Exhibit "F" attached hereto, and the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass

County, Nebraska, described in Exhibit "F" attached hereto, is hereby retained for the benefit of the Grantees, and their successors and assigns, pursuant to the terms of such easement. The Grantees, and each of them, hereby represent to Bay Hills and Falcone that they are the holders and owners of such easement, and that they have the right to release the portion of such easement in the manner set forth herein.

This Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement, as described above, shall be effective upon the date that the last party to this agreement executes this document.

IN WITNESS WHEREOF, Bay Hills, Falcone and Grantees have executed this Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement on the dates shown below and is effective on the above date.

GRANTOR:

BAY HILLS LIMITED PARTNERSHIP,
a Nebraska Limited Partnership

By: Dodge Land Co., a Nebraska
Corporation, the sole General Partner

By: W. L. Morrison, Jr. Date
W. L. Morrison, Jr., President

FALCONE ENTERPRISES, INC.,
a Nebraska Corporation

By: Brian T. Falcone Date
Brian T. Falcone, President

GRANTEES:

OMAHA PUBLIC POWER DISTRICT,
a Public Corporation

By: William Blum 2/19/98
Its: Vice President Date

Aliant Communications Co.
formerly known as
THE LINCOLN TELEPHONE & TELEGRAPH CO.,
a Corporation

By: Robert J. Taylor
Its: V.P.-CFO 2-30-98
Date

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

This instrument was acknowledged before me on February 18, 1998, by W.L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation, the general partner of Bay Hills Limited Partnership, a Nebraska Limited Partnership, and acknowledged same to be the voluntary act and deed of said partnership.

Kristy J. Gregath
Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

This instrument was acknowledged before me on FEBRUARY 19, 1998, by Brian T. Falcone, President of Falcone Enterprises, Inc., a Nebraska corporation, and acknowledged same to be the voluntary act and deed of said corporation.



Barbara M. Hammond
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

This instrument was acknowledged before me on February 19th, 1998, by William D. Dermeyer, Vice President of Omaha Public Power District, a Public Corporation, and acknowledged same to be the voluntary act and deed of said corporation.

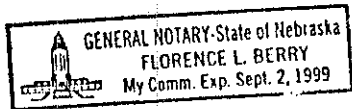
Larry J. Hagan
Notary Public



STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

This instrument was acknowledged before me on MARCH 30, 1998, by ROBERT L. TYLER, SVP-CEO of Lincoln Telephone & Telegraph Co., a Corporation, and acknowledged same to be the voluntary act and deed of said corporation.

Aliant Communications Co., formerly known as The

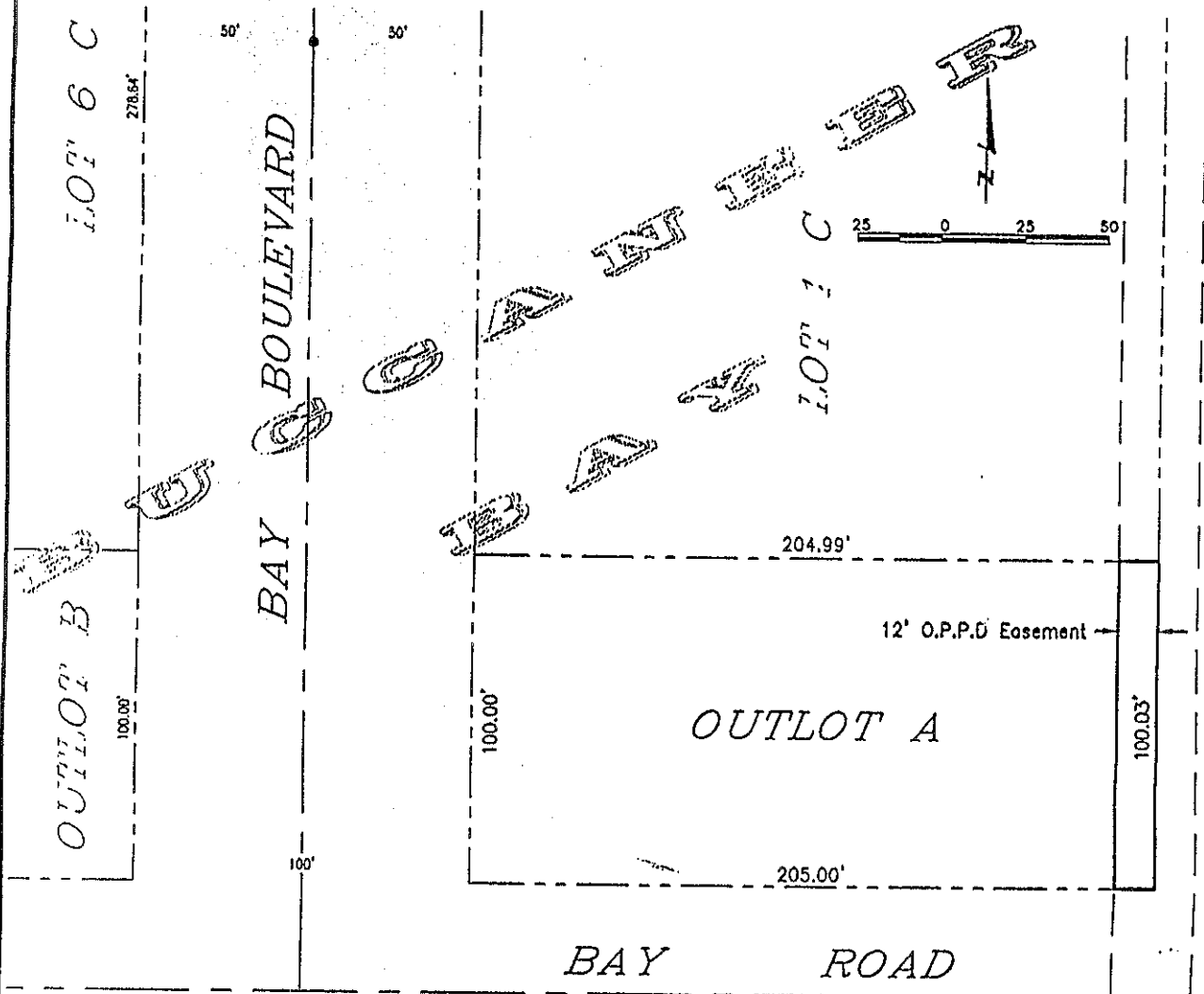


Florence L. Berry
Notary Public

BHCP

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over the east twelve feet of Outlot A, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska. Containing 1200 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn.By JHVD Job Number 92047-1450



lamp, rynearson & associates, inc.
engineers surveyors planners

9247E110.Dwg

14747 oallifornia street

omaha, nebraska 68164-1979

402-490-2498

FAX 402-490-2790

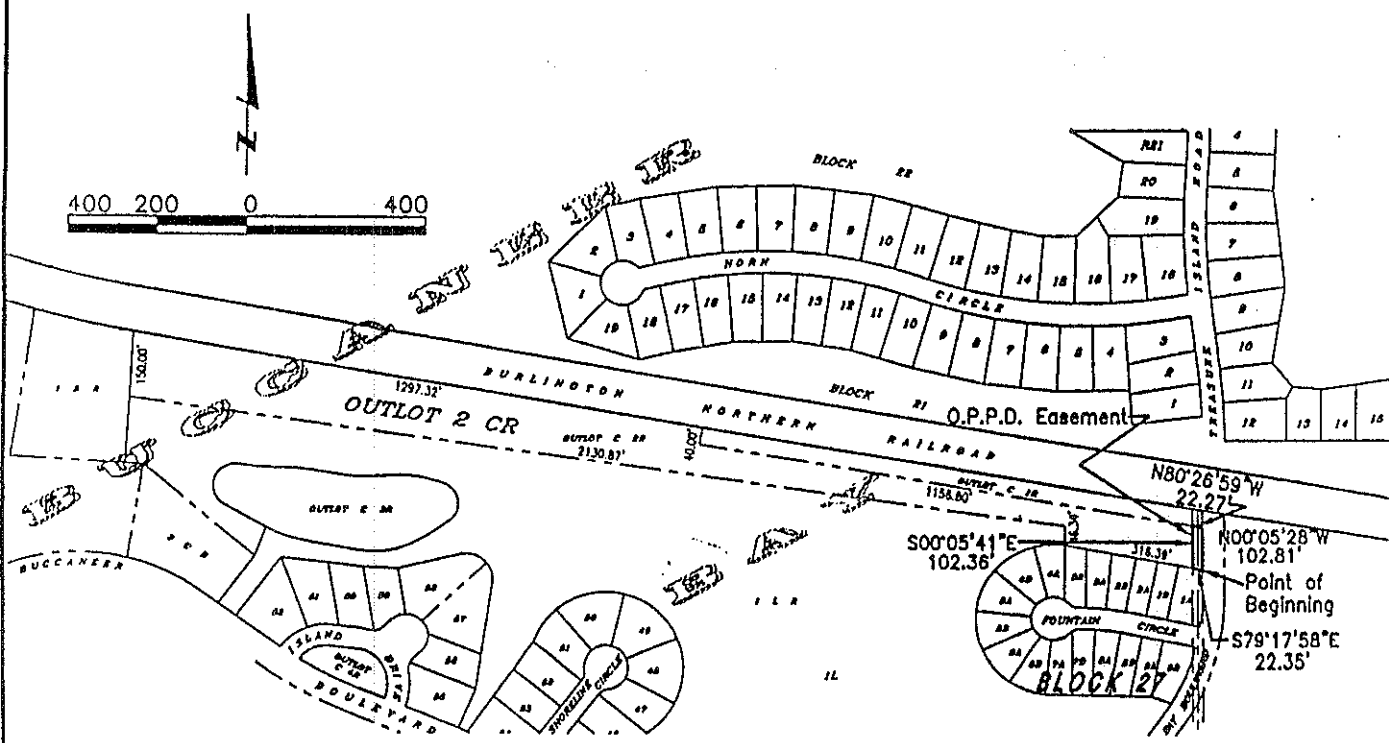
EXHIBIT "A"

JHLD

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 2R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot C 2R, Block 27, BUCCANEER BAY;
Thence North 00°05'28" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 102.81 feet along the east line of Lot C 2R, Block 27, BUCCANEER BAY, to the northeast corner of Lot C 2R, BUCCANEER BAY;
Thence North 80°26'59" West for 22.27 feet;
Thence South 00°05'41" East for 102.36 feet to the south line of Lot C 2R, Block 27, BUCCANEER BAY;
Thence South 79°17'58" East for 22.35 feet to the Point of Beginning.
Containing 2252 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn.By JHVD Job Number 92047-1450



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omaha, nebraska 68164-1979

402-496-2498

EXHIBIT "B"

FAX 402-496-2730

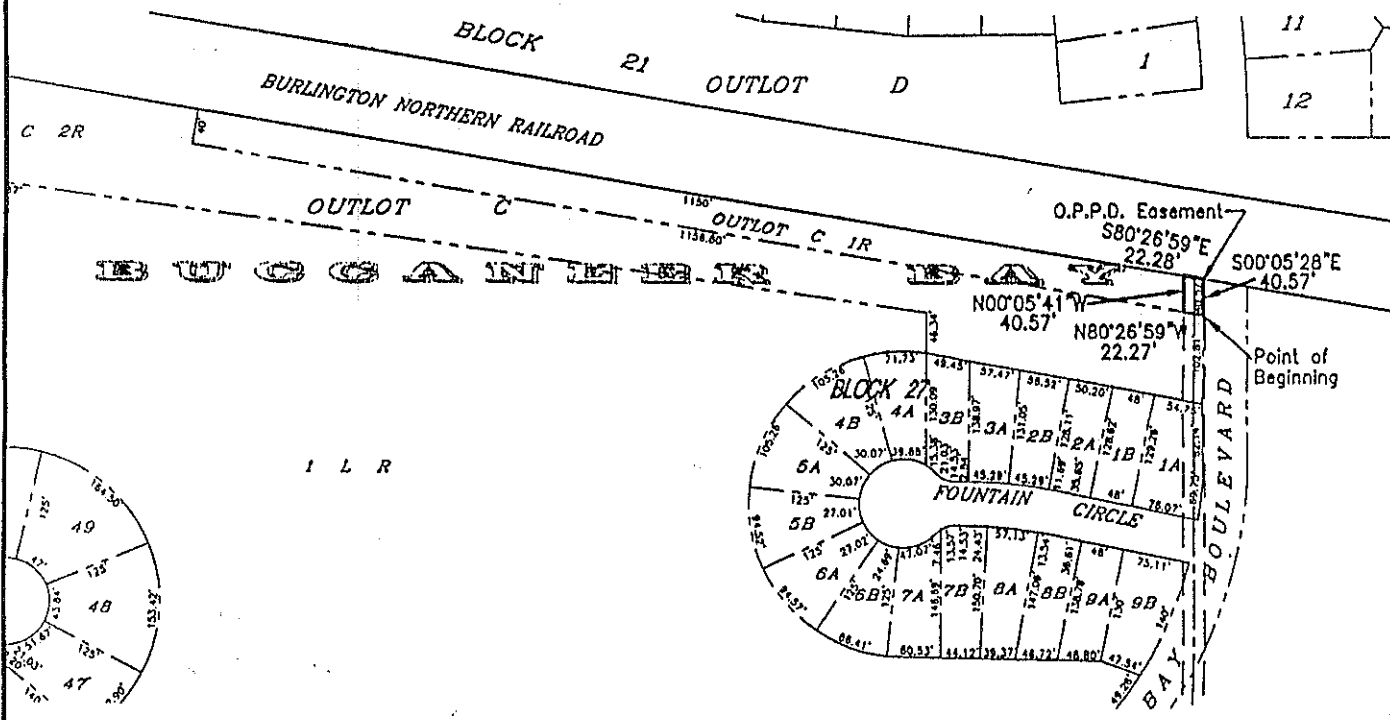
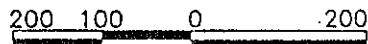
9247E115.Dwg

BHP

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 1R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot C 1R, Block 27, BUCCANEER BAY;
 Thence North 80°26'59" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 22.27 feet along the south line of Outlot C 1R, Block 27, BUCCANEER BAY;
 Thence North 00°05'41" West for 40.57 feet to the south right of way line of the Burlington Northern Railroad;
 Thence South 80°26'59" East for 22.28 feet to the west right of way line of Bay Boulevard;
 Thence South 00°05'28" East for 40.57 feet to the Point of Beginning.
 Containing 891 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn.By JHVD Job Number 92047-1450

lamp, ryneason & associates, inc.
 engineers surveyors planners
 14747 california street omaha, nebraska 68154-1878 402-498-2498
 EXHIBIT "C" FAX 402-498-2730

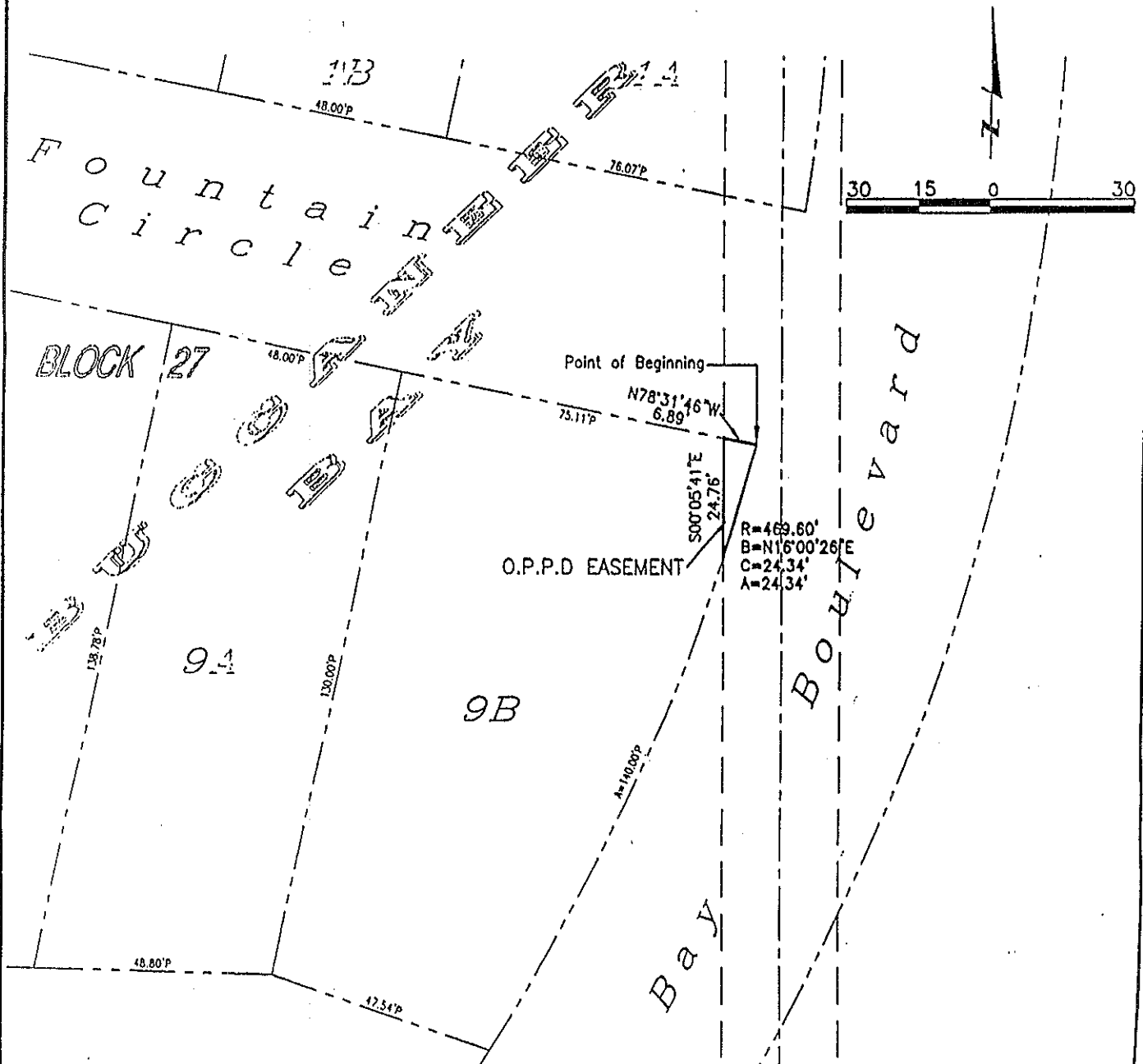
Finkman

EXHIBIT "D"
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 9B, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 9B, Block 27, BUCCANEER BAY;
Thence North 78°31'46" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 6.89 feet along the north line of Lot 9B, Block 27, BUCCANEER BAY;
Thence South 00°05'41" East for 24.76 feet to the east line of Lot 9B, Block 27, BUCCANEER BAY;
Thence along a curve to the left (having a radius of 469.60 feet and a long chord bearing North 16°00'26" East for 24.34 feet) for an arc length of 24.34 feet to the Point of Beginning;
Containing 86 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn. By JHYD Job Number 92047-1450



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engineers surveyors planners

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omaha, nebraska 68154-1979

402-498-2498
FAX 402-498-2730

9247E113.0mg

EXHIBIT "D"
(2 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 9B, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

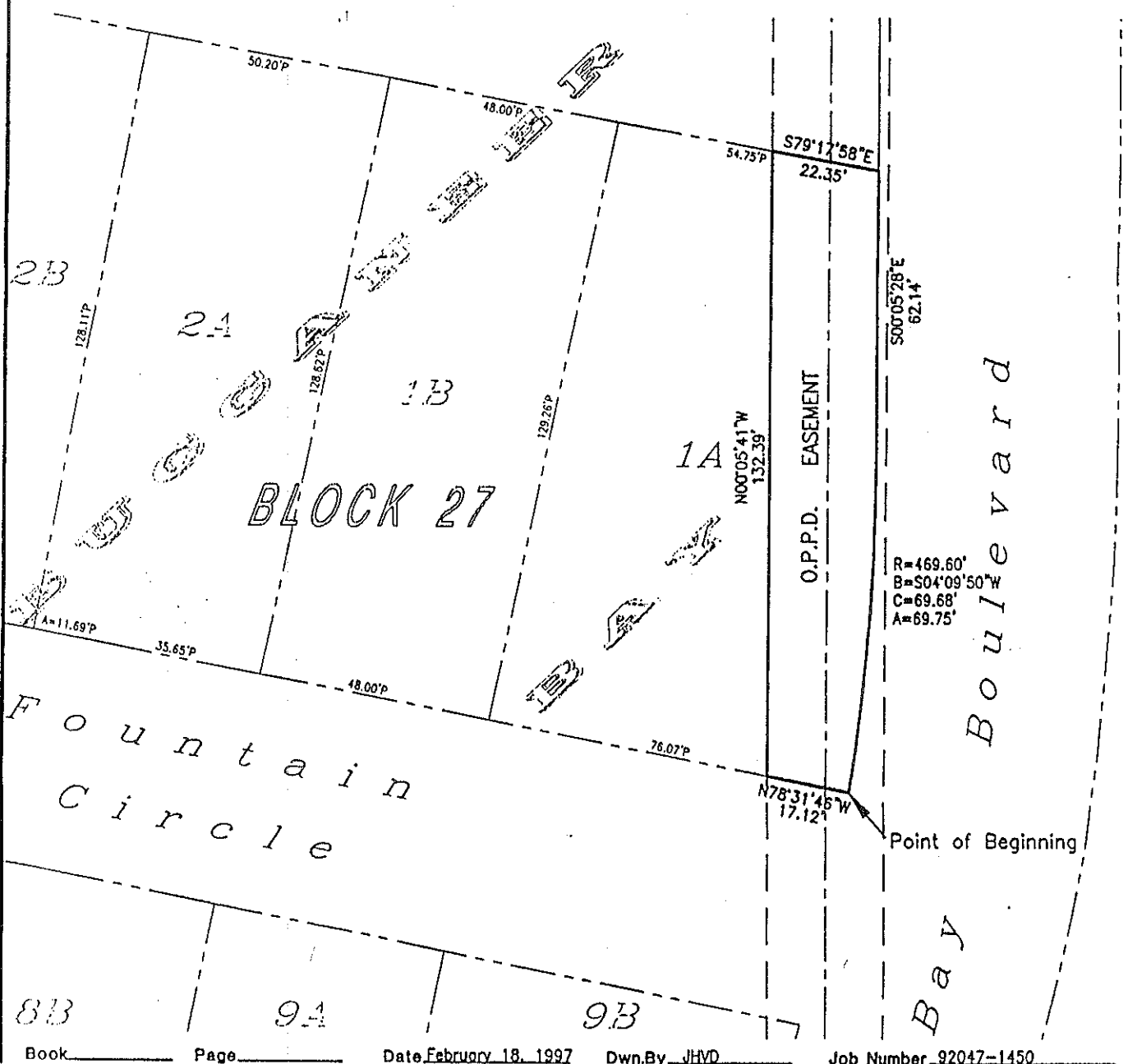
Beginning at the northeast corner of said Lot 9B, Block 27, BUCCANEER BAY;
Thence North $78^{\circ}31'46''$ West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 6.89 feet along the north line of Lot 9B, Block 27, BUCCANEER BAY;
Thence South $00^{\circ}05'41''$ East for 24.76 feet to the east line of Lot 9B, Block 27, BUCCANEER BAY;
Thence along a curve to the left (having a radius of 469.60 feet and a long chord bearing North $16^{\circ}00'26''$ East for 24.34 feet) for an arc length of 24.34 feet to the Point of Beginning;
Containing 86 square feet.

Falcon

EXHIBIT "E"
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



Book _____ Page _____ Date February 18, 1997 Dwn. By JHVD Job Number 92047-1450



lamp, rynearson & associates, inc.
engineers surveyors planners

14747 california street omaha, nebraska 68154-1979 402-498-2498
FAX 402-498-2730

9247E112.Dwg

EXHIBIT "E"
(2 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of Lot 1A, Block 27, BUCCANEER BAY;

Thence North $78^{\circ}31'46''$ West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 17.12 feet along the south line of said Lot 1A, Block 27, BUCCANEER BAY;

Thence North $00^{\circ}05'41''$ West for 132.39 feet;

Thence South $79^{\circ}17'58''$ East for 22.35 feet to the east line of Lot 1A, Block 27, BUCCANEER BAY;

Thence South $00^{\circ}05'28''$ East for 62.14 feet;

Thence along a curve to the right (having a radius of 469.60 feet and a long chord bearing South $04^{\circ}09'50''$ West for 69.68 feet) for an arc length of 69.75 feet to the Point of Beginning.

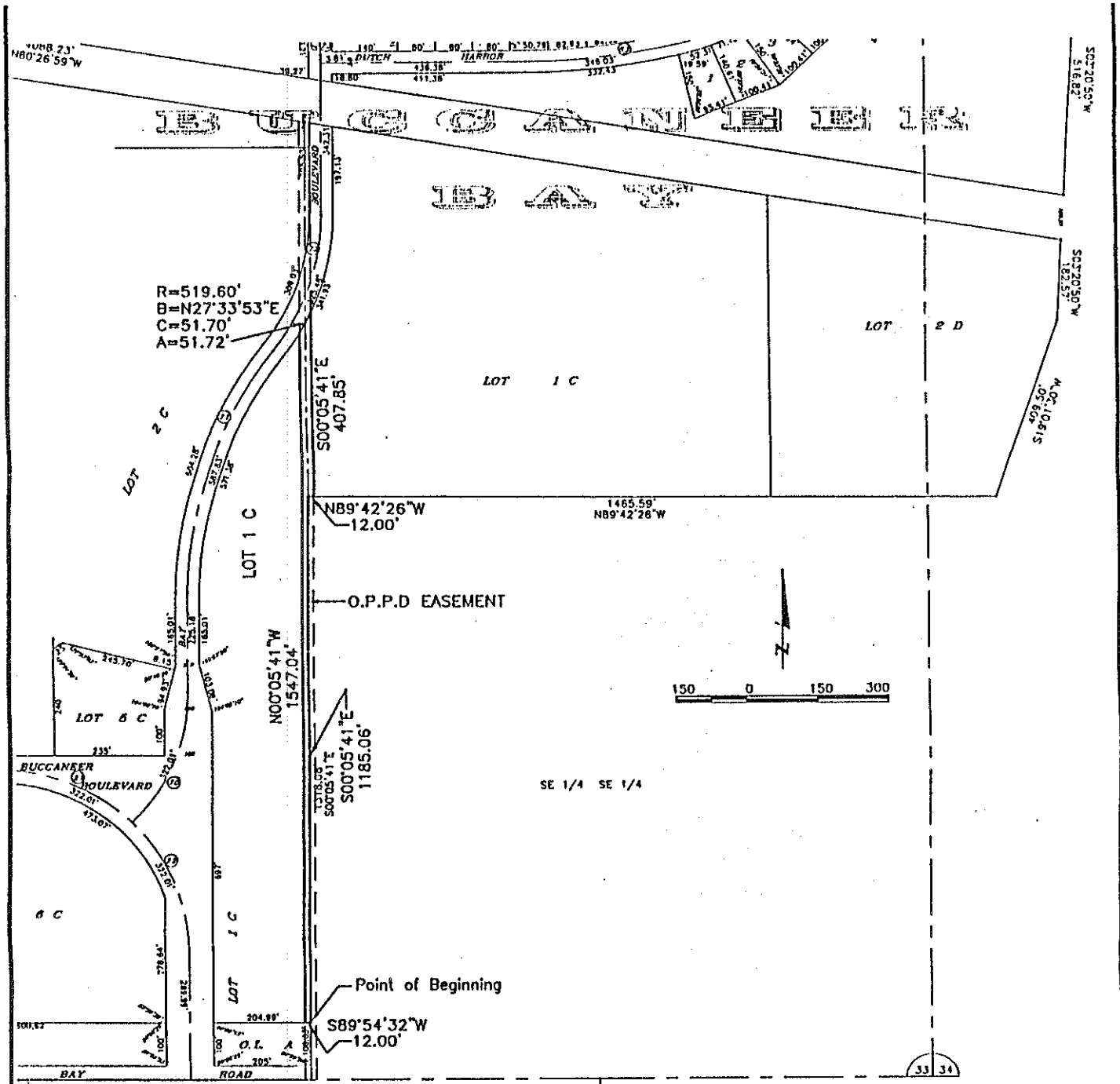
Containing 2787 square feet.

UNRELEASED EASEMENT AREA
Legal Description

That part of Lot 1C, Buccaneer Bay, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the east corner common to Lot 1C and Outlot A, Buccaneer Bay; Thence South 89°54'32" West (bearings referenced to the Final Plat of Buccaneer Bay) for 12.00 feet along the north line of said Outlot A; Thence North 00°05'41" West for 1547.04 feet (said line being twelve feet west of and parallel to the east line of Lot 1C, Buccaneer Bay) to the east right of way line of Bay Boulevard; Thence along a curve to the left (having a radius of 519.60 feet and a long chord bearing North 27°33'53" East for 51.70 feet) for an arc length of 51.72 feet; Thence South 00°05'41" East for 407.85 feet (said line being twenty-four feet east of and parallel to the penultimate line) to the south line of Lot 1C, Buccaneer Bay; Thence North 89°42'26" West for 12.00 feet; Thence South 00°05'41" East for 1185.06 feet along the east line of Lot 1C, Buccaneer Bay, to the Point of Beginning.

Containing 23,436 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn.By JHYD Job Number 92047-1450



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engineers surveyors planners

14747 california street

omaha, nebraska 68154-1070

402-498-2488
FAX 402-498-2730

EXHIBIT F

92476111.Dwg

MISCELLANEOUS RECORD NO. 14

51516—REDFIELD & COMPANY, INC., OMAHA

PLAT

Bay Hills Ltd. Partnership
to
Public

(Filed in Plat Tube #4)

FILED: 16 May 1996 8:00 A.M.
Patricia Meisinger, Register of Deeds
\$ 45.00 Doc.#300

BLOCK 27, BUCCANEER BAY

LOTS 1A THROUGH 20B, INCLUSIVE AND

LOTS 21 THROUGH 62, INCLUSIVE AND LOTS 3CR, 1DR AND 1LR AND ALSO

OUTLOTS C1R THROUGH C4R, INCLUSIVE, BEING AN ADMINISTRATIVE REPLAT

OF LOTS 2C, 3C, 5C, 1D AND 1L AND OUTLOT C IN BUCCANEER BAY,

A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN CASS COUNTY, NEBRASKA

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made boundary survey of the subdivision herein and that permanent monuments have been placed at all lot corners, angle points and ends of curves on the boundary of the plat and that a bond has been posted with Cass County, Nebraska, in order to ensure that permanent monuments will be placed at all corners, angle points and ends of curves on all lots and streets in the Subdivision to be known as Block 27, BUCCANEER BAY (Lots 1A through 20B, inclusive and Lots 21 through 62, inclusive AND Lots 3CR, 1DR and 1LR AND ALSO Outlots C1R through C4R, inclusive) being an Administrative Replat of Lots 2C, 3C, 5C, 1D and 1L, AND Outlot C in BUCCANEER BAY, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, described as follows: Beginning at the point of intersection of the south right of way line of Burlington Northern Railroad with the west right of way line of Bay Boulevard; Thence south along the west right of way lines of Bay Boulevard for the next six (6) courses; (1) Thence South 00°05'28" East (bearing referenced to the BUCCANEER BAY Final Plat) for 205.53 feet; (2) Thence along a curve to the right (having a radius of 469.60 feet and a long chord bearing South 18°45'41" West for 303.48 feet) for an arc length of 309.03 feet; (3) Thence along a curve to the left (having a radius of 918.25 feet and a long chord bearing South 18°45'41" West for 593.44 feet) for an arc length of 604.28 feet; (4) Thence South 00°05'28" East for 165.01 feet; (5) Thence South 13°56'42" West for 103.08 feet; (6) Thence South 00°05'28" East for 100.00 feet to the north right of way line of Buccaneer Boulevard; Thence west along the north right of way line of Buccaneer Boulevard for the next eight (8) courses: (1) Thence South 89°54'32" West for 534.99 feet; (2) Thence along a curve to the right (having a radius of 383.00 feet and a long chord bearing North 55°57'13" West for 429.86 feet) for an arc length of 456.39 feet; (3) Thence North 21°48'58" West for 318.12 feet; (4) Thence along a curve to the left (having a radius of 685.00 feet and a long chord bearing North 45°06'28" West for 541.71 feet) for an arc length of 556.93 feet; (5) Thence North 68°23'58" West for 218.00 feet; (6) Thence along a curve to the right (having a radius of 872.00 feet and a long chord bearing North 61°07'13" West for 220.97 feet) for an arc length of 221.57 feet; (7) Thence North 53°50'28" West for 202.99 feet; (8) Thence along a curve to the left (having a radius of 454.00 feet and a long chord bearing North 64°55'13" West for 174.48 feet) for an arc length of 175.58 feet to the southeast corner of Lot 5GR, BUCCANEER BAY LOT 2GR, ADMINISTRATIVE REPLAT; Thence North 08°55'04" East for 224.42 feet to the northeast corner of said Lot 5GR; Thence North 87°03'51" West for 301.64 feet to the northwest corner of said Lot 5GR; Thence North 08°55'04" East for 341.51 feet along the line common to Lot 1D and Outlot H to the south right of way line of the Burlington Northern Railroad; Thence along a curve to the left (having a radius of 2231.28 feet and a long chord bearing South 77°52'20" East for 200.68 feet) for an arc length of 200.75 feet along said south right of way line; Thence South 80°26'59" East for 2475.46 feet to the Point of Beginning. Contains 59.88 acres.

Robert D. Proett
Robert D. Proett, L.S. #379

Date May 6, 1996

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-379)
(ROBERT D. PROETT)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, Bay Hills Limited Partnership (BHLPL) By Dodge Land Company, General Partner, by W. L. Morrison, Jr., President, OWNERS, being the sole owners of the land described within the Land Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots, outlots and streets, to be numbered and named as shown, said subdivision to be hereafter known as BLOCK 27, BUCCANEER BAY; and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District and Lincoln Telephone and Telegraph and to any company which has been granted a franchise to provide a Cable Television System in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, crossarms, down guys and anchors, cables, conduits, and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for transmission of signals and sounds of all kinds, including signals by a cable television system, and the reception thereon, over, through, under, and across a five (5') foot wide strip of land abutting all front and side boundary lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot strip of land adjoining the rear boundary line of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision: said sixteen (16') foot wide easement will be

MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

if said sixteen (16') foot easement is not occupied by utility facilities and we do further grant a perpetual easement to S I D #5 and Peoples' Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all streets. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

BAY HILLS LIMITED PARTNERSHIP
DODGE LAND COMPANY, GENERAL PARTNER
W. L. Morrison, Jr.
W. L. Morrison, Jr., President

ACKNOWLEDGEMENTS OF NOTARIES

STATE OF NEBRASKA)
)ss
COUNTY OF)

On this 6th day of May, 1996, before me a notary public, duly commissioned and qualified in and for said county, did appear W. L. Morrison, Jr. President, Dodge Land Company, OWNER, who is personally known by me to be the identical person whose name appears on this plat, and he did acknowledge his execution of the foregoing plat to be his voluntary act and deed and the voluntary act and deed of said partnership. Witness my hand and official seal the date last aforesaid.

Barbara M. Hammond
NOTARY PUBLIC

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

CASS COUNTY ZONING ADMINISTRATOR'S CERTIFICATION

I hereby certify that this subdivision of land meets the criteria of an "ADMINISTRATIVE SUBDIVISION", as specified in the Cass County Zoning Ordinance, updated in 1983, including all amendments thereto.

Signed this 8th day of May, 1996.

Bill Krejci
BILL KREJCI, COUNTY ZONING ADMINISTRATOR

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due against the property described within the surveyor's certificate and embraced within this plat, as shown by the records of this office, this 6th day of May, 1996.

Richard Wassinger
RICHARD WASSINGER, COUNTY TREASURER

(Cass County)
(County Treasurer's Seal)
(Nebraska)

PLAT
George L. McGraw et al
to
Public

FILED: 05/17/96 9:02 AM
Patricia Meisinger, Register of Deeds
\$ 15.00 Doc #320

(Filed in Plat Book 12, Page 48)

"SUBDIVISION OF LOT 1, PORTER PLACE ADDITION"
an ADMINISTRATIVE SUBDIVISION OF Lot 1, Porter Place Addition,
City of Plattsmouth, Cass County, Nebraska

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and subdivided into the East half and the West half, Lot 1 - Porter Place Addition, located in the NW 1/4 of the SW 1/4 of Section 19-T12N-R14E of the 6th P.M., City of Plattsmouth, Cass County, Nebraska.

NEW LEGAL.....the E 1/2 of Lot 1 -Porter Place Addition, City of Plattsmouth, Cass County, Nebraska.
NEW LEGAL.....the W 1/2 of Lot 1-Porter Place Addition, City of Plattsmouth, Cass County, Nebraska.

Signed this 15th day of May, 1996.

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-420)
(Charles P. Jordan)

Charles P. Jordan
CHARLES P. JORDAN

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that we, GEORGE L. MCGRAW and BARBARA I. MCGRAW, (husband & wife) being the sole owners of Lot 1, Porter Place Addition, do hereby approve of our land being subdivided, as shown on this plat, and we further approve of the E 1/2 of Lot 1 being adjoined to Lot 124 and that we, GEORGE G. MCGRAW and KATHRYN K. MCGRAW, (husband and wife), being the sole owners of the East 526' of Lot 4, do hereby approve of the West 1/2 of Lot 1 being adjoined to the East 526' of Lot 4. We do also grant 5' wide easements along all lot lines for the placement and maintenance of any and all public utilities, on, over, through, under and across said easements. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.

George L. McGraw
GEORGE L. MCGRAW
George G. McGraw
GEORGE G. MCGRAW

Barbara I. McGraw
BARBARA I. MCGRAW
Kathryn K. McGraw
KATHRYN K. MCGRAW

FILED
CASS COUNTY, NE.

COMPILED

JOINT DRIVEWAY EASEMENT AGREEMENT

2001 JAN 24 AM 9:16 \$31.00

Doc#390
BK 56 Misc PG 578
PATRICIA MEISINGER
REGISTER OF DEEDS

This Easement Agreement is executed this 17th day of JAN

by and between John Kozlik and Virgene Kozlik, jointly and severally ("Grantors"), and Falcone Enterprises, Inc., a Nebraska corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners of the real estate located in Plattsmouth, Cass County, Nebraska, legally described as follows:

Lot 18-A(R), Block 27, Buccaneer Bay Subdivision, Cass County, Nebraska ("Grantor Property").

WHEREAS, Grantee is the owner of the real estate located in Plattsmouth, Cass County, Nebraska, legally described as follows:

Lot 17-B(R), Block 27, Buccaneer Bay Subdivision, Cass County, Nebraska ("Grantee Property").

WHEREAS, said properties are adjacent to each other so that the east line of Grantor Property forms the west line of Grantee Property;

WHEREAS, Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, have agreed to grant to Grantee a perpetual, nonexclusive joint driveway easement or right of way on that portion of the Grantor Property along said adjoining lot line, as depicted on the plat attached hereto and marked Exhibit "A" and by this reference incorporated herein (the "Easement Area") for access to and from Bay Circle and the Grantee Property for the benefit of the Grantee Property.

NOW, THEREFORE, it is agreed as follows:

b

1. **GRANT OF EASEMENT. PURPOSE OF EASEMENT. BURDEN AND BENEFIT.**

Grantors hereby grant to Grantee, its successors and assigns, a nonexclusive, perpetual right of way and easement to use the Easement Area for the benefit of the Grantee Property for ingress and egress to and from Bay Circle and the Grantee Property, both as a burden upon the Grantor Property and as an appurtenant benefit to the Grantee Property.

2. **PARKING RESTRICTION AND COST.**

No parking shall be permitted upon the Easement Area. All costs to maintain the Easement Area shall be shared equally by both Grantors and Grantee, their successors and assigns. Nothing contained in this paragraph 2 shall be deemed to impose any liability upon Grantee in favor of the public or any third party on account of any failure or neglect of Grantee to comply with the maintenance requirement of this paragraph.

3. **MORTGAGES AND LEASES SUBORDINATE.**

Any mortgage, deed of trust, or lease upon the Easement Area shall, at all times, be subordinate and subject to the terms of this Easement Agreement. Any party foreclosing any such mortgage or deed of trust shall acquire title to the foreclosed premises subject to all of the terms of this Easement Agreement which shall remain in full force and affect.

4. **TERM; NONEXCLUSIVE.**

The easement hereby granted and established shall be perpetual and nonexclusive.

5. **WAIVER.**

No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed as a waiver thereof, and every such right may be exercised at any time during the continuance of any default. A waiver by any party of a breach or a default in the observance or performance of any term or condition of this Easement Agreement by the other shall not be construed as a waiver of any subsequent breach or default. No breach, whether or not material, of the obligations imposed upon either party hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Easement Agreement.

6. **COVENANTS RUNNING WITH THE LAND.**

The easement, benefits, and obligations hereunder shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.


7. **MISCELLANEOUS.**

(a) If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of this Easement Agreement or application thereof to any other person or circumstance shall not be affected hereby; the remainder of this Easement Agreement shall be given effect as if such inoperative portion had not been included; the invalidity shall not effect the consideration for this Easement Agreement; and each provision hereof shall be valid and enforceable.

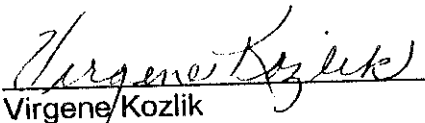
- (b) This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
- (c) If a disagreement arises between the Grantors and the Grantee regarding the necessity for repairs of property included in the easement, or the method of repairing such area, each party will choose a civil engineer and those two civil engineers will choose a third engineer, all three of whom will act as a temporary panel to decide how to best resolve the disagreement. If a third engineer cannot be agreed upon, then the president of a statewide organization consisting of civil engineers will choose a third engineer for the panel, failing which the third panel member will be named by the Kozliks. A decision from two (2) out of the three (3) panel members is binding. Both parties will split the costs of such maintenance or repair no later than 10 days after such maintenance or repair has been completed.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

GRANTORS:

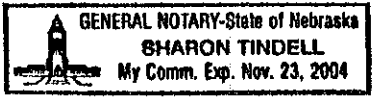


John Kozlik



Virgene Kozlik

The foregoing instrument was acknowledged before me this 17th day of January, 2001, by John Kozlik and Virgene Kozlik.



Sharon Tindell
Notary Public

GRANTEE:

Falcone Enterprises, Inc.

By RTE
Its President

The foregoing instrument was acknowledged before me this 17th day of January, 2001, by _____, President. of Falcone Enterprises, Inc.



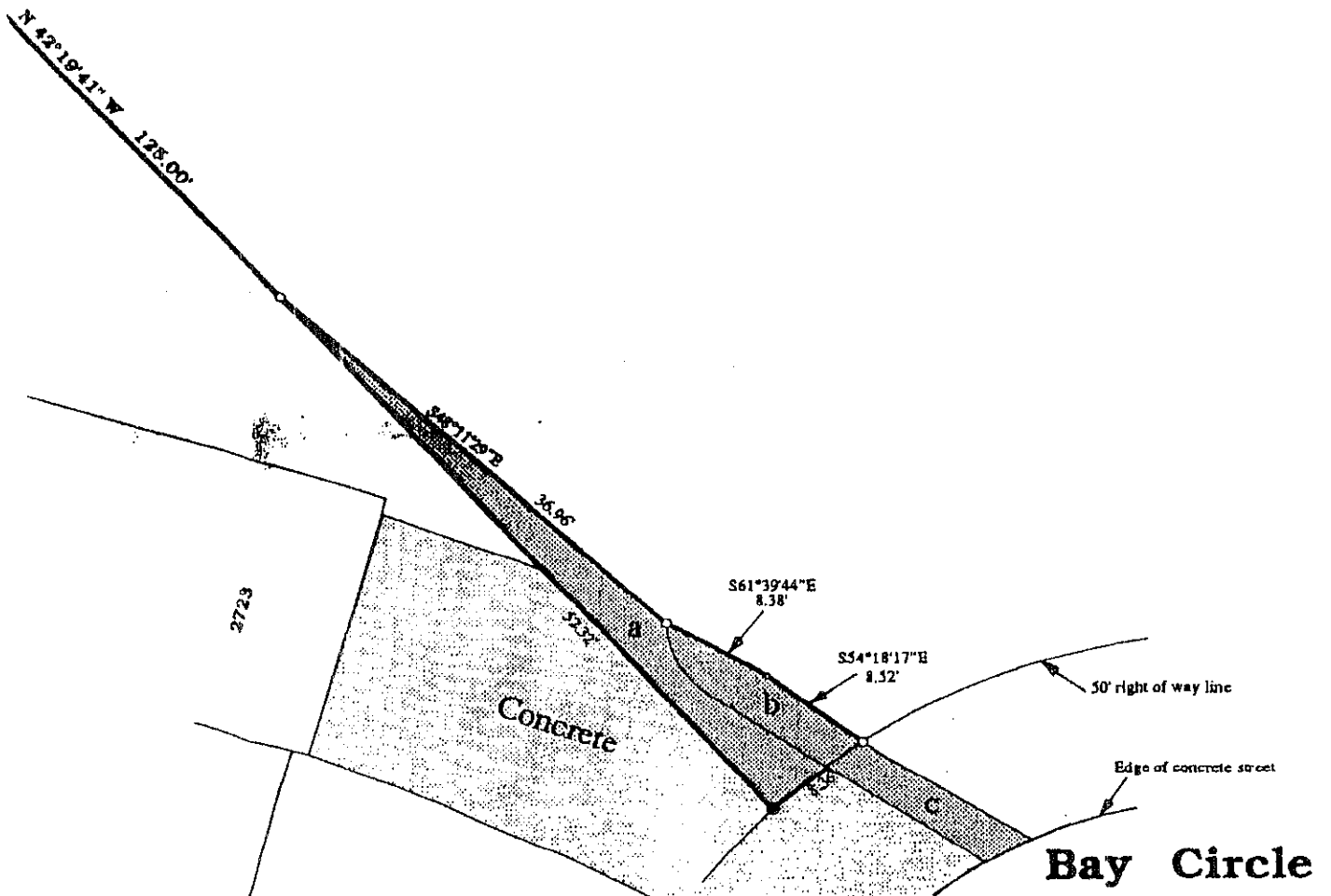
Sharon Tindell
Notary Public

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EXHIBIT A -- EASEMENT AREA

The Easement Area shall be that shaded portion of the diagram below marked as area "b" and legally described as follows:

b EASEMENT DESCRIPTION A fractional part of to Lot 18-A (R), Block 27-Buccaneer Bay Subdivision, located in the SW1/4 of the SE1/4 of Section 33-T13N-R13E of the 6th P.M., Cass County, Nebraska, more fully described as follows: Beginning at the SE Corner of said Lot 18-A (R); thence following the arc of a 50' radius curve to the left, 3.29', (the long chord bears S 55°22'00" W, 3.28'); thence N 57°40'24" W, 9.89' to a point of curve; thence following the arc of a 6.98' radius curve to the right, 6.66', (the long chord bears N 30°20'27" W, 6.41'); thence S 61°39'49" E, (non-tangent), 8.38'; thence S 54°18'17" E, 8.52' to the point of beginning.



#340

FILED FOR RECORD 10-19-98 AT 4:36 P.M.
 IN BOOK 52 OF Map PAGE 372
 REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc # 340 2/600

EASEMENT

THIS INDENTURE, made this 12th day of October, 1998, 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, a permanent easement to install, repair, maintain, alter, and operate storm sewers, drains and pipes on, over, under and through lands described as follows:

A tract of land located in Block 15, Lot 29, Buccaneer Bay, a subdivision that is platted, surveyed, and recorded in Cass County, Nebraska, being more particularly described as follows:

The south 7 feet of said Lot 29 parallel to the common property line of Lots 29 and 30, Block 15, of said subdivision. Containing 1,037 square feet more or less.

And

A tract of land located in Block 15, Lot 30, Buccaneer Bay, a subdivision that is platted, surveyed, and recorded in Cass County, Nebraska, being more particularly described as follows:

The north 7 feet of said Lot 30 parallel to the common property line of Lots 29 and 30, Block 15, of said subdivision. Containing 1,041 square feet more or less.

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, and they will not give anyone else permission to do so.

2. 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, 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)
) ss
COUNTY OF DOUGLAS)

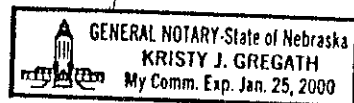
On this 12 day of October, 1998, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came W.L. MORRISON, JR. President of Dodge Land Co., general partner of Bay Hills Limited Partnership, to me known to be the identical person whose name is affixed to the foregoing 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.

#340

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

Kristy J. Gregath
NOTARY PUBLIC

My commission expires: Jan. 25, 2000



#1341

FILED FOR RECORD 10-14-98 AT 4:38 P.M.
IN BOOK 52 OF Mic PAGE 375
REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc #341 ©1050

EASEMENT

THIS INDENTURE, made this 14th day of October, 1998, 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, a permanent 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:

A tract of land located in Block 15, Lot 29, Buccaneer Bay, a subdivision that is platted, surveyed, and recorded in Cass, County, Nebraska, being more particularly described as follows:

The west 10 feet of said Lot 29 adjacent to the Ridgeway Road right-of-way. Containing 571 square feet more or less.

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 and they will not give anyone else permission to do so.

#341

2. 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, 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

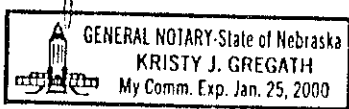
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 16th day of October, 1998, 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.

Kristy J. Gregath
NOTARY PUBLIC

My commission expires: Jan. 25, 2000



#340

FILED FOR RECORD 10-19-98 AT 4:36 P.M.
 IN BOOK 52 OF Map PAGE 372
 REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc # 340 2/6 00

EASEMENT

THIS INDENTURE, made this 12th day of October, 1998, 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, a permanent easement to install, repair, maintain, alter, and operate storm sewers, drains and pipes on, over, under and through lands described as follows:

A tract of land located in Block 15, Lot 29, Buccaneer Bay, a subdivision that is platted, surveyed, and recorded in Cass County, Nebraska, being more particularly described as follows:

The south 7 feet of said Lot 29 parallel to the common property line of Lots 29 and 30, Block 15, of said subdivision. Containing 1,037 square feet more or less.

And

A tract of land located in Block 15, Lot 30, Buccaneer Bay, a subdivision that is platted, surveyed, and recorded in Cass County, Nebraska, being more particularly described as follows:

The north 7 feet of said Lot 30 parallel to the common property line of Lots 29 and 30, Block 15, of said subdivision. Containing 1,041 square feet more or less.

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, and they will not give anyone else permission to do so.

2. 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, 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)
)ss
COUNTY OF DOUGLAS)

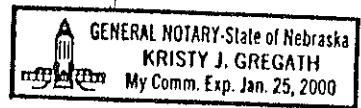
On this 12 day of October, 1998, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came W.L. MORRISON, JR. President of Dodge Land Co., general partner of Bay Hills Limited Partnership, to me known to be the identical person whose name is affixed to the foregoing 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.

#340

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

Kristy J. Gregath
NOTARY PUBLIC

My commission expires: *Jan. 25, 2000*



OPPD Form No. 1-75-1

DISCLAIMER

#326

RIGHT-OF-WAY EASEMENT

We, BUCCANEER BAY, INC. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in the Southwest corner of Lot 3C, Buccaneer Bay, a subdivision surveyed, platted and recorded in Cass County, Nebraska, described as follows: Commencing at the Southwest corner of said Lot 3C, Buccaneer Bay, thence N69°12'12"E, 40.0 feet to the point of beginning; thence N18°23'44"E, 184.5 feet; thence S88°46'16"E, 68.38 feet; thence S50°17'59"E, 184.55 feet; thence S12°36'28"W, 38.0 feet; thence along a curve to the right, concave Southerly, having a radius of 454 feet an arc length of 264.69 feet to the point of beginning.

Doc # 226
FILED FOR RECORD 9-29-75 AT 10:05 A.M. IN BOOK 17 OF Misc.
PAGE 616 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Delprat # 3.25

COMPARED

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the ~~OMAHA PUBLIC POWER DISTRICT~~, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The Southerly Ten (10) feet of the Easterly Ten (10) feet of the above described property.

* Lincoln Telephone & Telegraph

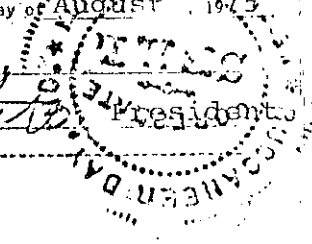
CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 12th day of August, 1975

BUCCANEER BAY, INC.

By: *Sterling R. Flott* President



STATE OF _____
COUNTY OF _____
On this _____ day _____, 19____,
before me the undersigned, a Notary Public in and for said
County, personally came _____

STATE OF NEBRASKA
COUNTY OF CASS
On this 12th day of August, 1975,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Sterling R. Flott,
President of Buccaneer Bay, Inc.,

President of _____
personally to me known to be the identical person(s) who signed the
foregoing instrument as grantor(s) and who acknowledged the execution
thereof to be _____ voluntary act and deed for the purpose
therein expressed.

personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be his voluntary act and deed for
the purpose therein expressed, and the voluntary act
and deed of said corporation.

Witness my hand and Notarial Seal at _____ in
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



DIANA L. ORR
General Notary State of Nebr.
My Commission Expires
May 24, 1979

Diana L. Orr
NOTARY PUBLIC

My Commission expires: _____

Distribution Engineer SH Date 9/13/75; Land Rights and Services _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 33 Township 13 North, Range 13 East Salesman Cope Engineer Ferry Est. #25817 W.O. #7989

Golf Course Maint. Bldg.
Buccaneer Bay

FILED FOR RECORD 06-06-97 AT 9:32 A.M.
IN BOOK 50 OF Misc. PAGE 206

REGISTER OF DEEDS, CASS CO., NE *Patricia Masing*
Doc # 123 \$ 10.50 *by J*

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)
) ss.
COUNTY OF DOUGLAS)

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

