

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2008-10697

2008 AP 18 AM 10:09

*Shawn J. Lawling*  
REGISTER OF DEEDS

COUNTER 46 G.E. 50  
VERIFY W.P. D.E. P  
PROOF W.P.  
FEES \$ 35.50  
CHECK # \_\_\_\_\_  
CHG NCS CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

Return to: Steven D. Johnson, Stinson Morrison Hecker LLP, 1299 Farnam Street, Omaha, NE 68102; (402) 342-1700

**PERMANENT SANITARY SEWER EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

Lawrence Gene Iske, Trustee of the Lawrence Iske Revocable Trust (the "Grantor"), in exchange for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys unto Edward Rose Development Company, L.L.C., a Michigan limited liability company (the "Grantee"), and to its successors and assigns, a permanent sanitary sewer easement and right-of-way (the "Permanent Easement") for the construction, maintenance and operation of a sanitary sewer and all appurtenances thereto, in, through, over, under and across the Permanent Sewer Easement Area and a temporary construction easement and right-of-way (the "Temporary Easement") for construction of the above-described sanitary sewer, in, through, over, under and across the Temporary Construction Easement Area, which easement areas are legally described on Exhibit "A", attached hereto and incorporated herein by this reference. The Permanent Sewer Easement Area and the Temporary Construction Easement Area are sometimes herein collectively referred to as the "Easement Areas."

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress over the Easement Areas for the purpose of constructing, inspecting, maintaining and operating the sewers at the will of the Grantee. The Grantor may, continue to use the surface of the Easement Areas for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. The Temporary Easement shall terminate upon completion of initial construction of the sanitary sewer and related appurtenances. The right is also hereby granted to Grantee to connect to and use the existing sanitary sewer line and any related easements within or connecting with the Permanent Sewer Easement Area. 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 the Permanent Sewer Easement Area by Grantor, his or their successors and assigns, without express approval of the Grantee, except for landscaping or road, street or parking area surfacing or pavement. These improvements and any surface plantings shall be maintained by Grantor, its successors or assigns.
2. Grantee agrees to bury its pipe to a depth that would allow normal farming practices and to cause any trench made in the Permanent Sewer Easement Area to be properly refilled, the surface grade restored and the premises left in a neat and orderly condition. Unless it is not

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feasible to do so, Grantee shall bury any manhole covers to a depth that would allow normal farming practices, above such manhole covers.

3. That Grantor for itself and its successors and assigns does confirm with the said Grantee and its assigns, the Grantor is well seized in fee of the Easement Areas and that it has the right to grant and convey the Permanent Easement and the Temporary Easement in the manner and form aforesaid, and that it shall warrant and defend the easements herein granted to said Grantee and its assigns against the lawful claims and demands of all persons.

4. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as are set forth herein.

5. That this easement shall inure to the benefit of Grantee, its successors and assigns, shall run with the land and is intended to benefit all of Grantees adjacent real property (the "Benefited Property") which is legally described on Exhibit B, attached hereto and incorporated by this reference.

DATED this 14 day of APRIL, 2008.

GRANTOR:

*Lawrence G. Iske*

Lawrence Gene Iske, Trustee of the Lawrence Iske Revocable Trust

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF SARPY )

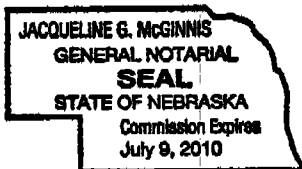
The foregoing instrument was acknowledged before me this 14 day of APRIL, 2008 by Lawrence Gene Iske, Trustee of the Lawrence Iske Revocable Trust.

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

*Jacqueline G. McGinnis*

Notary Public

My Commission expires: 7/9/2010



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Exhibit A

**PERMANENT SEWER EASEMENT**

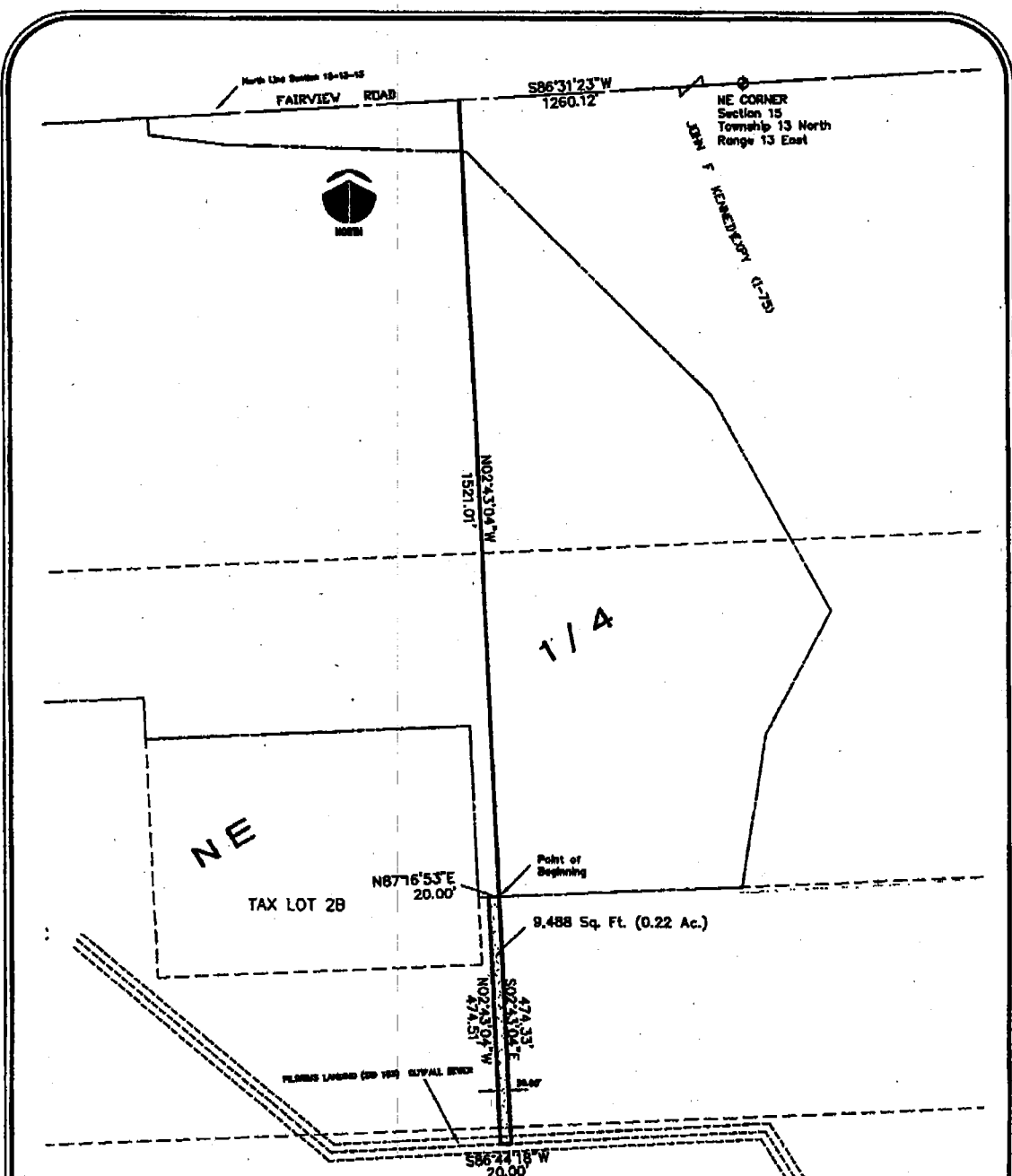
A PERMANENT SEWER EASEMENT LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6<sup>th</sup> P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15-13-13; THENCE S 86°31'23" W (ASSUMED BEARING), 1,260.12 FEET ALONG THE NORTH LINE OF SAID SECTION 15-13-13; THENCE S 02°43'04" E, 1,521.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 02°43'04" E, 474.33 FEET; THENCE S 86° 44'18" W, 20.00 FEET; THENCE N 02°43'04" W, 474.51 FEET; THENCE N 87° 16'53" E, 20.00 FEET TO THE POINT OF BEGINNING.  
DESCRIBED TRACT CONTAINS 9,488 SQUARE FEET ± *CT*

**TEMPORARY CONSTRUCTION EASEMENT**


A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6<sup>th</sup> P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15-13-13; THENCE S 86°31'23" W (ASSUMED BEARING), 1,220.12 FEET ALONG THE NORTH LINE OF SAID SECTION 15-13-13; THENCE S 02°43'04" E, 1,521.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 02°43'04" E, 473.95 FEET; THENCE S 86° 44'18" W, 100.00 FEET; THENCE N 02°43'04" W, 474.89 FEET; THENCE N 87° 16'53" E, 100.00 FEET TO THE POINT OF BEGINNING.  
DESCRIBED TRACT CONTAINS 47,443 SQUARE FEET ± *CT*

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Dec 12, 2007 - 12:50pm S:\DWG\CONCEPTS\GREEN PROPERTY\HFA preliminary\Drive and Sewer Easit basing.dwg (Dought)

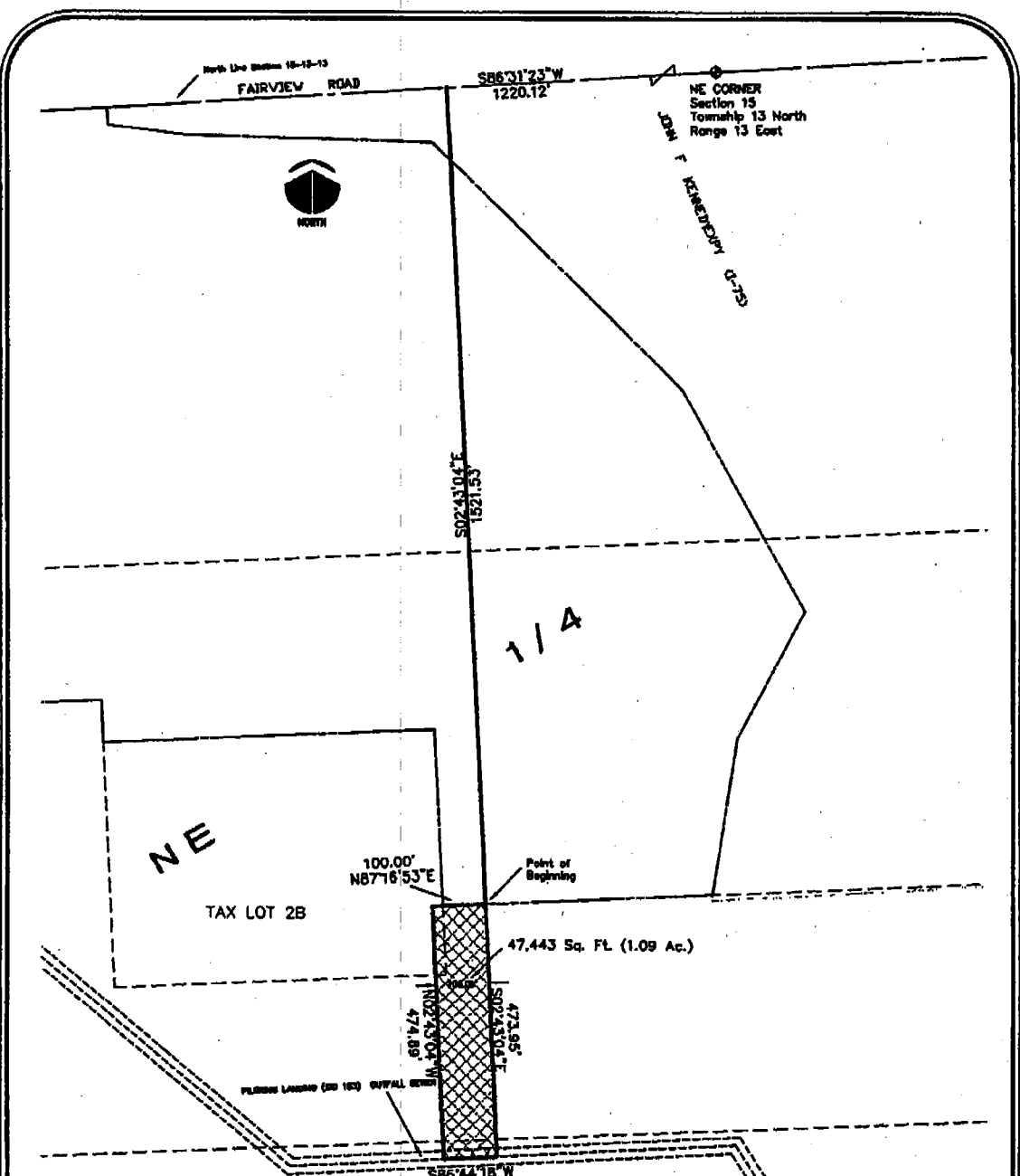


### Permanent Sewer Easement - Exhibit "A"


DESIGNED	DRAWN RICH	CHECKED	DATE 1/09/2007	REVISED 12/12/2007	SHEET NO.
 <b>HILL-FARRELL ASSOCIATES, INC.</b> Architects · Engineers · Surveyors					
1820 Hillcrest Drive Bellevue, NE 68005 (402) 291-6100					

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### Temporary Construction Easement - Exhibit A

DESIGNED	DRAWN FROM	CHECKED	DATE: 1/09/2007	REVISED: 12/12/2007	SHEET NO.
 <b>HILL-FARRELL ASSOCIATES, INC.</b> Architects • Engineers • Surveyors 1820 Hillcrest Drive Bellevue, NE 68005 (402) 291-6100					

E

ATTACHMENT TO A PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT DATED APRIL 14, 2008 WHEREIN LAWRENCE GENE ISKE, TRUSTEE OF THE LAWRENCE ISKE REVOCABALE TRUST, APPEARS AS "GRANTOR" AND EDWARD ROSE DEVELOPMENT COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, APPEARS AS "GRANTEE".

EXHIBIT B

Tax lots 1A1A, tax lot 2A1A and part of tax lot 2A2A (n.k.a. tax lot 2A1A1), located in the North half of Section 15, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Northeast corner of said Section 15;

**thence** S86°31'23"W (assumed bearing) 1853.73 feet along the North line of the Northeast Quarter of said Section 15 to the intersection with the West right-of-way line of the Kennedy Freeway and Point of Beginning;

**thence** along said West right-of-way line the following eight (8) courses;

S03°31'48"E 33.00 feet;

**thence** S83°01'24"E 152.56 feet;

**thence** S88°27'01"E 451.77 feet;

**thence** S45°40'46"E 170.24 feet;

**thence** S24°15'43"E 370.95 feet;

**thence** S31°51'38"E 607.64 feet;

**thence** S08°50'23"W 134.86 feet;

**thence** S08°56'15"W 294.45 feet to the South line of said tax lot 2A1A;

**thence** along the South line of said tax lot 2A1A the following five (5) courses;

S87°16'53"W 509.42 feet;

**thence** N02°43'07"W 329.00 feet;

**thence** S87°16'53"W 618.00 feet;

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thence N02°43'07"W 79.47 feet;

thence S87°16'53"W 1447.38 feet to the East line of tax lot 2A2A (n.k.a. tax lot 2A2A1);

thence continuing S87°16'53"W 554.00 feet to the West line of tax lot 2A2A1;

thence N02°54'30"W 114.54 feet to the Northwest corner of said tax lot 2A2A1;

thence N86°38'03"E 654.56 feet to the Southeast corner of Southwest Elementary School Addition, as platted and recorded;

thence along the East line of said Southwest Elementary School Addition the following six (6) courses;

N02°59'42"W 350.24 feet;

thence N86°36'51"E 184.55 feet;

thence along a curve to the left having a radius of 330.00 feet, an arc length of 90.97 feet with a long chord bearing N19°54'20"W for 90.68 feet;

thence N27°48'10"W 247.65 feet;

thence along a curve to the right having a radius of 250.00 feet, an arc length of 106.73 feet with a long chord bearing N15°34'23"W for 105.92 feet;

thence N03°20'33"W 199.20 feet to the North line of the Northwest Quarter of said Section 15;

thence N86°39'15"E 596.41 feet along said North line to the Northwest corner of the Northeast Quarter of said Section 15, said point being the Northwest corner of tax lot 1B;

thence S02°51'58"E 417.42 feet to the Southwest corner of said tax lot 1B;

thence N86°31'23"E 417.42 feet to the Southeast corner of said tax lot 1B;

thence N02°51'58"W 417.42 feet to the Northeast corner of said tax lot 1B and to the North line of said Northeast Quarter of Section 15;

thence N86°31'23"E 372.63 feet along said North line to the Point of Beginning.