

COUNTER ah C.E. P  
 VERIFY SD D.E. PS  
 PROOF P  
 FEES \$ 27.00  
 CHECK # 1026  
 CHG. \_\_\_\_\_ CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 RETURN \_\_\_\_\_ MCR \_\_\_\_\_

FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
2009-01244

2009 JAN 20 A 11:28 AM

*Steven D. Johnson*  
 REGISTER OF DEEDS

*SD*  
 Return to: Steven D. Johnson, Steven D. Johnson PC LLO, 1864 South 155<sup>th</sup> Circle, Omaha, Nebraska 68144; (402) 315-1880

**PERMANENT STORM 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 Sanitary and Improvement District No. 289 of Sarpy County, Nebraska (the "Grantee"), and to its successors and assigns, a permanent storm sewer easement and right-of-way (the "Permanent Storm Sewer Easement") for the construction, maintenance and operation of a storm sewer and all appurtenances thereto, in, through, over, under and across the area legally described on Exhibit "A", attached hereto and incorporated herein by this reference, and a temporary construction easement and right-of-way (the "Temporary Construction Easement") for construction of the above-described storm sewer, in, through, over, under and across the area legally described on Exhibit "B", attached hereto and incorporated herein by this reference. The Permanent Storm Sewer Easement and the Temporary Construction Easement are sometimes herein collectively referred to as the "Easements."

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress over the Easements for the purpose of constructing, inspecting, maintaining and operating the sewer at the will of the Grantee. The Grantor may, continue to use the portion of the surface of the Easements not occupied by storm sewer improvements, for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. The Temporary Construction Easement shall terminate upon completion of initial construction of the storm sewer and related appurtenances. 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, under or across the Permanent Storm Sewer Easement by Grantor, or Grantor's successors or assigns, without the express written approval of the Grantee, except for landscaping or road, street or parking area surfacing or pavement which does not damage, interfere with or impinge on the functioning of, the storm sewer or storm sewer improvements. The Grantor's permitted improvements and any surface plantings shall be maintained by Grantor, its successors or assigns.
2. Grantee agrees 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, except in the areas where the storm sewer pipe discharges to the surface and where surface storm sewer improvements are located.

A

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 property on which the Easements are located and that it has the right to grant and convey the Permanent Storm Sewer Easement and the Temporary Construction Easement in the manner and form aforesaid, and that it shall warrant and defend the Easements herein granted to Grantee, its successors and 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 the Grantee and all of the adjacent real property (the "Benefited Property") which is legally described on Exhibit C, attached hereto and incorporated herein by this reference.

DATED this 13 day of October, 2008.

GRANTOR:

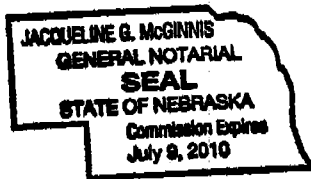
*Lawrence Gene Iske*

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 13 day of October, 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.

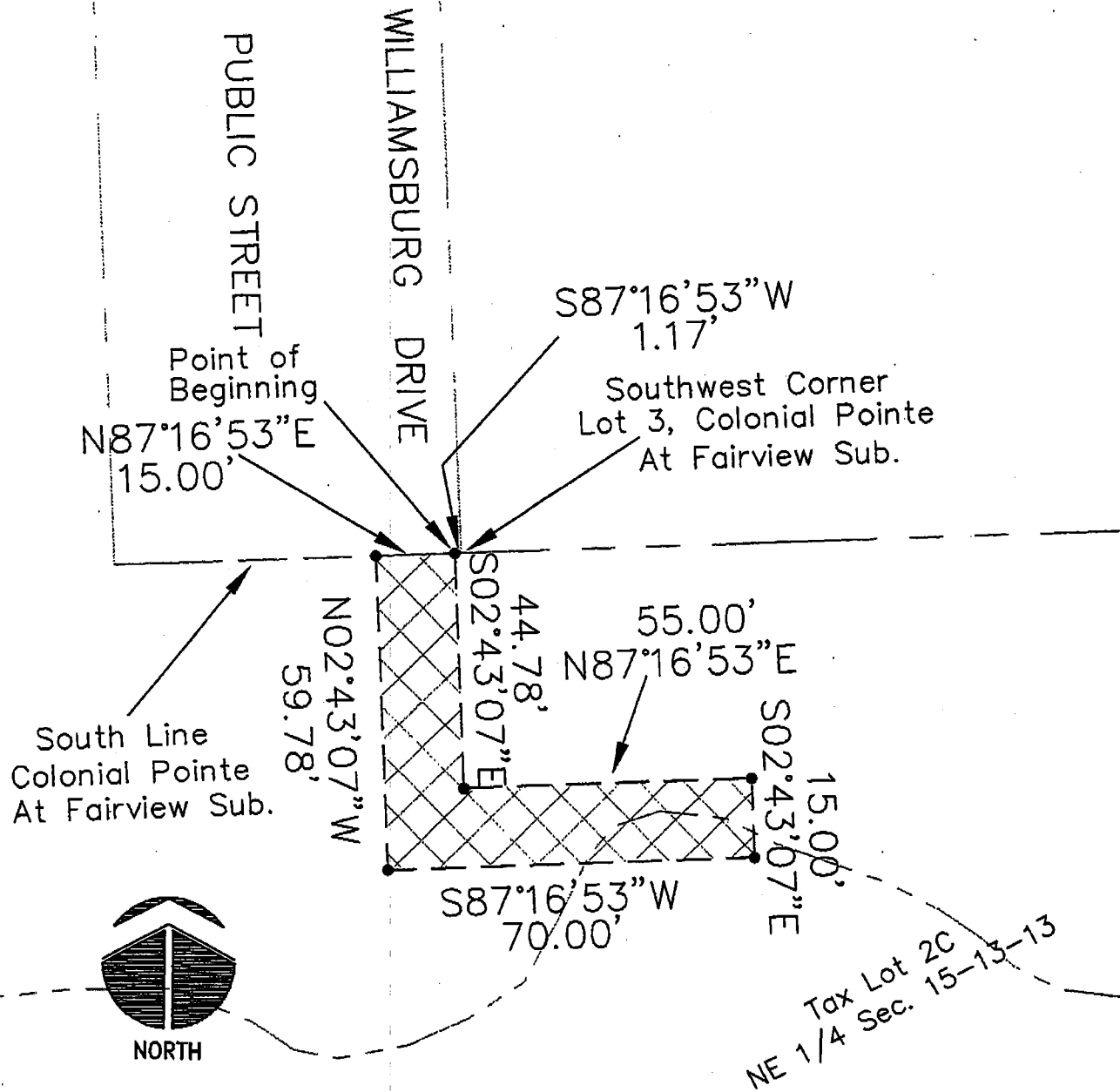


*Jacqueline G. McGinnis*  
Notary Public  
My Commission expires: 7/9/2010

B

Exhibit A

[To Permanent Storm Sewer Easement and Temporary Construction Easement Between Lawrence Gene Iske, Trustee and Sanitary and Improvement District No. 289 of Sarpy County, Nebraska]



PERMANENT STORM SEWER EASEMENT

LOCATED IN TAX LOT 2C, NORTHEAST QUARTER SECTION 15, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, COLONIAL POINTE AT FAIRVIEW SUBDIVISION; THENCE S87°16'53"W (ASSUMED BEARING), 1.17 FEET ALONG THE SOUTH LINE OF COLONIAL POINTE AT FAIRVIEW SUBDIVISION TO THE POINT OF BEGINNING; THENCE S02°43'07"E, 44.78 FEET; THENCE N87°16'53"E, 55.00 FEET; THENCE S02°43'07"E, 15.00 FEET; THENCE S87°16'53"W, 70.00 FEET; THENCE N02°43'07"W, 59.78 FEET; THENCE N87°16'53"E, 15.00 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 1,721 SQUARE FEET.

DESIGNED: DOH    DRAWN: RDH    CHECKED: DOH    DATE: 9/18/2008



**HILL-FARRELL ASSOCIATES, INC.**  
Architects · Engineers · Surveyors

1820 Hillcrest Drive Bellevue, NE 68005 (402) 291-6100

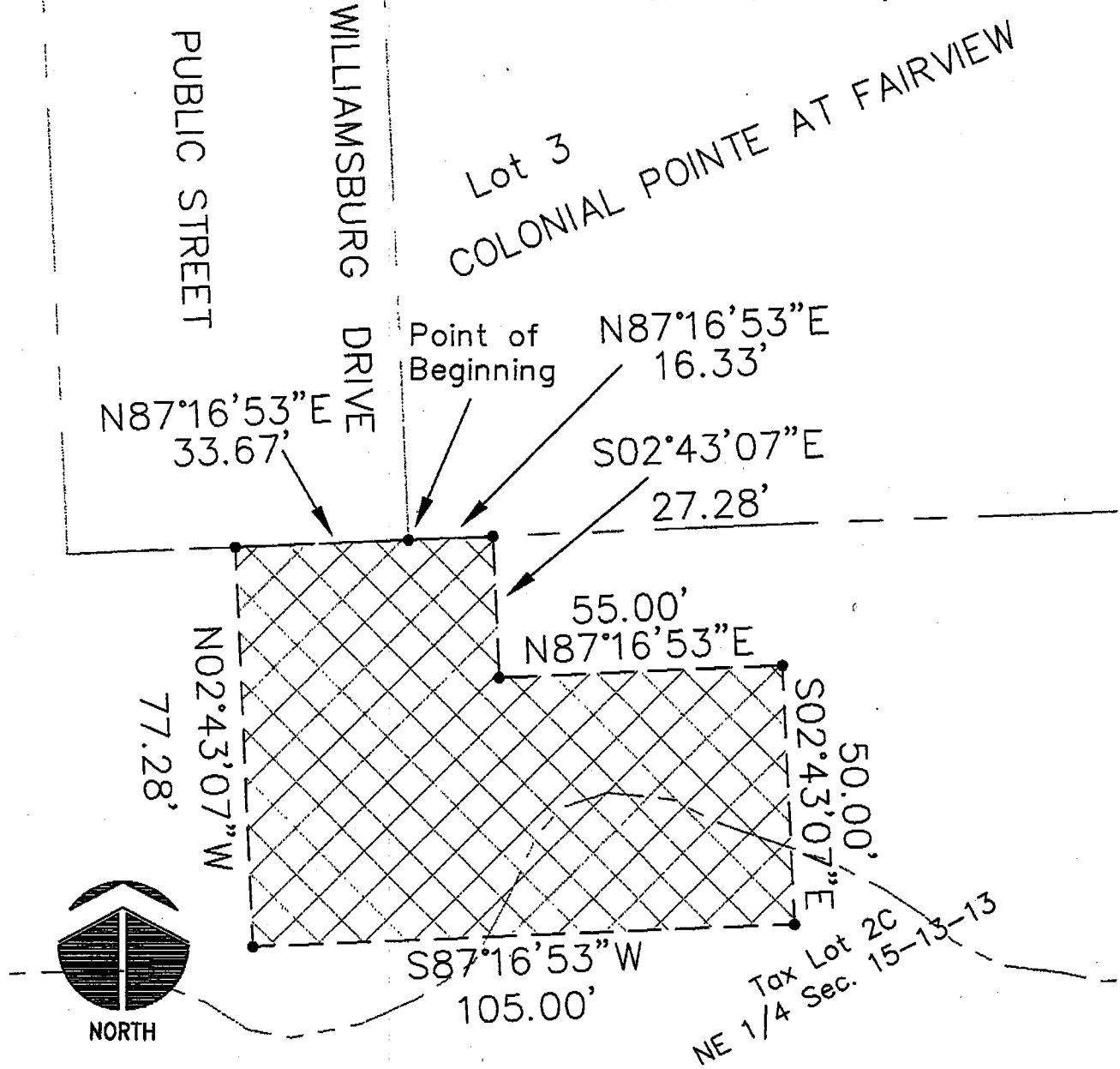
SHEET NO.

Exh. A

C

Exhibit B

[To Permanent Storm Sewer Easement and Temporary Construction Easement Between Lawrence Gene Iske, Trustee and Sanitary and Improvement District No. 289 of Sarpy County, Nebraska]



TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN TAX LOT 2C, NORTHEAST QUARTER SECTION 15, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, COLONIAL POINTE AT FAIRVIEW SUBDIVISION; THENCE N87°16'53"E (ASSUMED BEARING), 16.33 FEET ALONG THE SOUTH LINE OF SAID LOT 3, COLONIAL POINTE AT FAIRVIEW SUBDIVISION; THENCE S02°43'07"E, 27.28 FEET; THENCE N87°16'53"E, 55.00 FEET; THENCE S02°43'07"E, 50.00 FEET; THENCE S87°16'53"W, 105.00 FEET; THENCE N02°43'07"W, 77.28 FEET; THENCE N87°16'53"E, 33.67 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 6,613 SQUARE FEET WHICH INCLUDES 1,721 SQUARE FEET OF PERMANENT EASEMENT FOR A NET AREA OF 4,892 SQUARE FEET.

DESIGNED: DOH      DRAWN: RDH      CHECKED: DOH      DATE: 9/18/2008



**HILL-FARRELL ASSOCIATES, INC.**  
 Architects · Engineers · Surveyors  
 1820 Hillcrest Drive Bellevue, NE 68005 (402) 291-6100

SHEET NO.  
 Exh. B

2009-01244 D

Exhibit C

[To Permanent Storm Sewer Easement and Temporary Construction  
Easement Between Lawrence Gene Iske, Trustee and Sanitary  
and Improvement District No. 289 of Sarpy County, Nebraska]

Benefited Property

Lots 2 through 4, inclusive, and adjacent public street and trail right-of-way, in Colonial Pointe  
at Fairview, as surveyed, platted and recorded in Sarpy County, Nebraska.