

PERMANENT SEWER EASEMENT

This Easement is granted and conveyed this 12th day of January, 1987, by PAPHILLION LA VISTA SCHOOL DISTRICT NO. 27, in the County of Sarpy, in the State of Nebraska, hereinafter called "Grantor", to WILLARD I. FRIEDMAN, THAMA LEE FRIEDMAN, HOWARD J. FRIEDMAN, ANNE F. BRODER, THOMAS D. FRIEDMAN, and SUE F. MILLWARD, hereinafter called "Grantees",

WHEREAS, the Grantor is the owner of real property described as follows:

Lot 243B, Granville East Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, Grantees are the owners of the real property described in Exhibit "A" attached hereto. Said property being adjacent to Grantor's property, and

WHEREAS, the Grantor and Grantees entered into an agreement on April 27, 1976, for the construction, use, and maintenance of a sewer line running across Grantor's property and the parties to said agreement have performed and completed all of the terms of said agreement. A true and correct copy of said agreement is attached hereto as Exhibit "B".

NOW, THEREFORE, Grantor grants, conveys and warrants as follows:

1. For valuable consideration herein received, Grantor hereby grants and conveys to Grantees a permanent easement to install, repair, maintain, operate, and use a sewer in, upon, over, across, and under a strip of land more particularly described in Exhibit "C" attached hereto, the engineer's drawing of which is attached hereto as Exhibit "D". This easement is for the benefit of the property described in Exhibit "A".

2. Grantor does hereby confirm with Grantees and their successors and assigns that Grantor is well seized in fee of the property described in Exhibit "C" and that it has the right to grant and convey this Easement and that it shall warrant and defend this Easement to the Grantees against the lawful claims and demands of

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all persons. Grantor further warrants that it is duly authorized and has the power to grant this Easement.

3. The Grantees, their engineers, contractors and agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.

4. Grantees shall replace those portions of fences and sidewalks now or hereafter constructed upon said easementway which Grantees may remove in the exercise of its rights herein given and Grantees shall repair all damage to Grantor established grass lawn caused by Grantees' exercise of such rights.

5. Grantor agrees not to allow any buildings or structures to remain or to be placed upon the permanent easementway except fences and sidewalks. Grantees shall in no event be responsible for the replacement, restoration or reconstruction of improvements now or hereafter situated upon the easementway, except fences and sidewalks.

6. Grantor warrants that Grantees have abided by the agreement attached as Exhibit "B" and that Grantees have paid the amounts required by said agreement. Nothing in this Permanent Easement shall alter the terms of said agreement and the terms of said agreement remain in full force and effect.

7. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

PAPILLION LA VISTA SCHOOL DISTRICT  
NO. 27, in the County of Sarpy, in  
the State of Nebraska, Grantor

ATTEST:

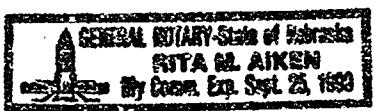
Elbert L. Leuber  
Secretary of School Board

Mildred M. Wallace  
Title - President of School Board

STATE OF NEBRASKA )  
COUNTY OF Sarpy ) SS

Before me, the undersigned Notary Public qualified in and for said county, personally appeared Eldon Hauber and Mildred Wallace, known to me to be the President and Secretary of the School Board of Papillion La Vista School District No. 27, in the County of Sarpy, in the State of Nebraska, respectively, who signed the foregoing document and acknowledged the execution thereof to be a duly authorized and voluntary act and deed of Papillion La Vista School District No. 27.

Witness my hand and notarial seal on January 12, 1987.



Rita M. Aiken  
Notary Public

My Commission Expires:  
September 25, 1990

60-173C

Lots One (1), Two (2), and Three (3), Wiltham Place, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, more particularly described as follows:

Commencing at the Southwest corner of said Section 14; thence N89°59'57"E (assumed bearing), along the South line of said Section 14, a distance of 90.00 feet to the Southwest corner of said Tax Lot 3A; thence N13°17'03"W, along the Westerly line of said Tax Lot 3A, a distance of 82.20 feet to the point of intersection of the Northerly right-of-way line of Giles Road and the Easterly right-of-way line of 84th Street, said point also being the Point of Beginning; thence, along said Easterly right-of-way line of 84th Street on the following described courses; thence N13°17'03"W, a distance of 140.40 feet; thence N00°01'09"E, a distance of 299.97 feet; thence N05°09'58"E, a distance of 168.68 feet; thence N06°38'24"W, a distance of 132.86 feet; thence N00°00'57"E, a distance of 37.08 feet to the Northwest corner of said Tax Lot 3A; thence N89°54'57"E, along the North line of said Tax Lot 3A, a distance of 540.14 feet to the Northeast corner of said Tax Lot 3A; thence along the Easterly line of said Tax Lot 3A on the following described courses; thence S00°05'03"E, a distance of 315.16 feet; thence Southwesterly on a curve to the right with a radius of 501.34 feet, a distance of 264.35 feet, said curve having a long chord which bears S15°01'18"W, a distance of 261.30 feet; thence Southwesterly on a curve to the left with a radius of 470.50 feet, distance of 248.34 feet, said curve having a long chord which bears S15°10'09"W, a distance of 245.47 feet; thence S00°01'03"E, a distance of 17.00 feet to a point on said Northerly right-of-way line of Giles Road; thence along said Northerly right-of-way line of Giles Road on the following described courses; thence S89°59'57"W, a distance of 68.14 feet; thence N81°19'48"W, a distance of 311.75 feet to the Point of Beginning.

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT made and entered into this 27 day of April, 1976, by and between WILLARD FRIEDMAN and THAMA L. FRIEDMAN, Husband and Wife, hereinafter called "FRIEDMANS", and THE SCHOOL DISTRICT OF PAPILLION, IN THE COUNTY OF SARPY, IN THE STATE OF NEBRASKA, hereinafter called the "SCHOOL DISTRICT".

WITNESSETH:

WHEREAS, the School District is constructing a sanitary sewer line from the LaVista Jr. High School site in said District and running thence to connect to the Outfall Sewer Lines of Sanitary and Improvement District No. 70 of Sarpy County, Nebraska, marked Exhibit "A" and attached hereto, and

WHEREAS, Friedmans are constructing buildings on property owned by Friedmans adjacent to said LaVista Jr. High School site, and

WHEREAS, the School District is acceptable that Friedmans connect to and use the outfall sewer line, being constructed by the SCHOOL DISTRICT.

NOW, THEREFORE, IT IS AGREED by and between Friedmans and the School District as follows:

1. The School District agrees to construct said sewer line of sufficient size and depth to accomodate the property owned by Friedmans.
2. The School District agrees that Friedmans may connect to the Outfall Sewer Line being constructed by the School District.
3. Friedmans agree to pay to the School District, the sum of \$13,259.00, representing Friedmans share of the cost of construction including the increased pipe size and the increased depth of the sewer, said payment to be made upon completion, anticipated to be on or about July 1, 1976.
4. Friedmans agree to pay to the School District a one time fee of \$2,000.00 to cover the cost of all further maintenance of

said Outfall Sewer Line, said payment to be made upon completion, anticipated to be on or about July 1, 1976. Said fee is to include all future users of said sewer, and the School District is responsible for all future maintenance of the sewer.

5. Friedmans agree that the use of the sewer line will be limited in flow rate to one cubic foot per second and further agree that should such flow rate be exceeded, the School District shall have the right to limit or cut off the use of the sewer line.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

Willard L. Friedman  
Willard Friedman

Thama L. Friedman  
Thama L. Friedman

THE SCHOOL DISTRICT OF PAPILLION, IN  
THE COUNTY OF SARPY, IN THE STATE OF  
NEBRASKA

By Genevieve B. [Signature]



60-173 F

PERMANENT SEWER EASEMENT

A tract of land located in the Southwest 1/4 of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 14; thence N89°59'57"E (assumed bearing), along the South line of said Section 14, a distance of 519.36 feet; thence N00°00'03"E, a distance of 300.65 feet to a point on the Westerly line of Lot 243B said point also being the Point of Beginning; thence Northeasterly along said Westerly line of Lot 243B, on a curve to the left with a radius of 501.34 feet, a distance of 10.86 feet, said curve having a long chord which bears N27°42'27"E, a distance of 10.86 feet; thence N41°15'17"E, a distance of 112.10 feet; thence S50°50'51"E, a distance of 231.21 feet; thence N50°07'24"E, a distance of 132.49 feet; thence N82°22'18"E, a distance of 373.91 feet; thence S88°06'13"E, a distance of 260.72 feet to a point on the Westerly right-of-way line of Edgewood Boulevard; thence Southwesterly along said Westerly right-of-way line of Edgewood Boulevard, on a curve to the left with a radius of 1,023.36 feet, a distance of 10.42 feet, said curve having a long chord which bears S18°11'58"W, a distance of 10.42 feet; thence N88°06'13"W, a distance of 256.96 feet; thence S82°22'18"W, a distance of 370.19 feet; thence S50°07'24"W, a distance of 21.88 feet to a point on the Southerly line of said Lot 243B; thence N89°56'10"W along said Southerly line of Lot 243B, a distance of 2.91 feet; thence S16°10'15"W along said Southerly line of Lot 243B, a distance of 3.35 feet; thence S50°07'24"W, a distance of 110.95 feet; thence N50°50'51"W, a distance of 229.82 feet; thence S41°15'17"W, a distance of 106.46 feet; thence S89°54'57"W, a distance of 9.93 feet to the Point of Beginning.

Said tract of land contains an area of 0.255 acres, more or less.

#78040  
12-29-86

EXHIBIT "C"

SW Cor.  
Sec. 14-14-12

# PERMANENT SEWER EASEMENT

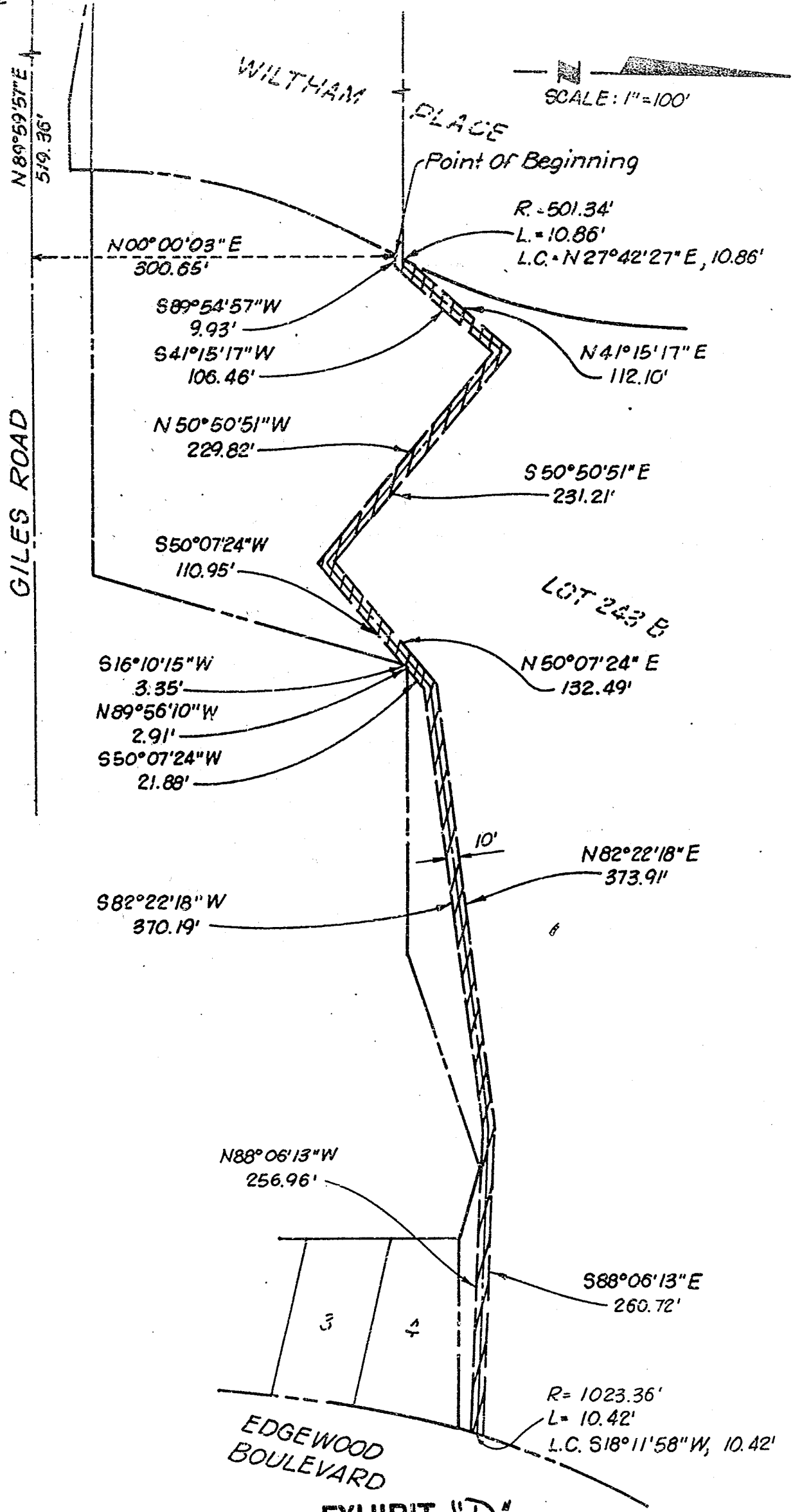


EXHIBIT "D"