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PERMANENT SEWER EASEMENT

GEORGE J. DUBLEWICZ
REGISTERED OF DEEDS
DOUGLAS COUNTY, NEBR.

PROJECT NO. ST 4767
TRACT NO. 1

KNOW ALL MEN BY THESE PRESENTS:

That KV International, Inc., a Nebraska corporation, hereinafter referred to as GRANTOR for and in consideration of the sum of One and no/100ths Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 333 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as SID 333, and to its successors and assigns (including, but not limited to, the City of Omaha, Douglas County, Nebraska), an easement for the right to construct, maintain and operate a Storm Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit: See attached sheet for descriptions and drawing.

TO HAVE AND TO HOLD unto said SID 333, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of SID 333. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of SID 333 to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of SID 333. Improvements which may be approved by SID 333 include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its heirs, successors or assigns.

2. That SID 333 will replace or rebuild any and all damages to improvements caused by SID 333 exercising its rights of inspecting, maintaining or operating said sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by SID 333.

3. That SID 333 shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of SID 333 and any of said construction and work.

4. That said GRANTOR for itself and its heirs, executors, and administrators does confirm with the said SID 333 and its assigns, that it, the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its heirs executors, and administrators, shall warrant, and defend this easement to said SID 333 and its assigns against the lawful claims and demands of all persons, subject to all easements, rights-of-way, encumbrances and other matters of record or visible on the property. This easement runs with the land.

5. That said easement is granted upon the condition that SID 333 will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement CD and FEE 20.00

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TRACT NO. 1PROJECT ST 4767

LEGAL OWNER _____

TRACT DESCRIPTION:

A parcel of land located in the SW 1/4 of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

EASEMENT DESCRIPTIONS:

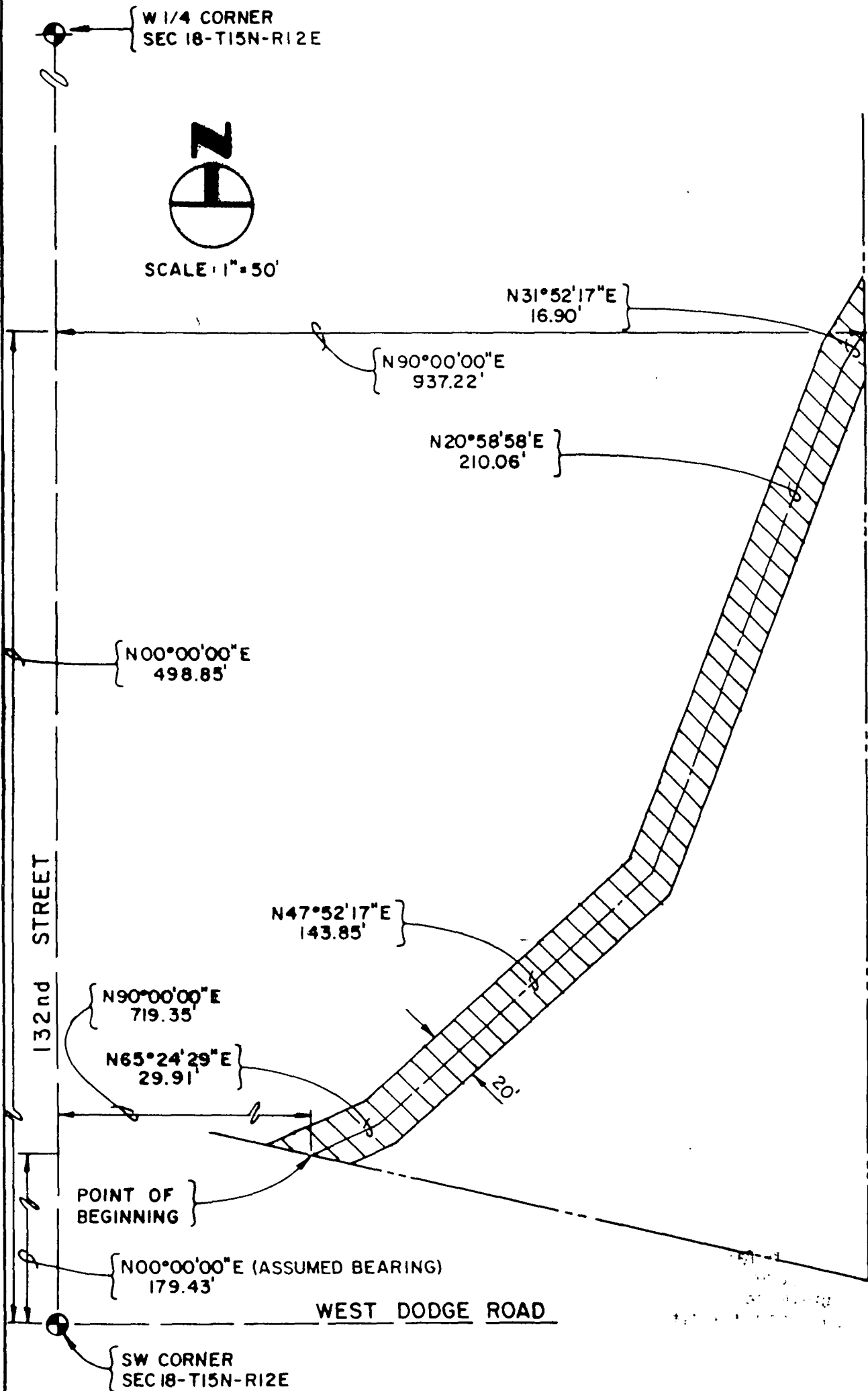
PERMANENT EASEMENT:

A twenty foot (20') Sewer and Drainage Easement centered about a line more particularly described as follows:

Commencing at the SW corner of said Section 18; thence $N00^{\circ}00'00''E$ (Assumed Bearing) along the westerly line of Section 18 for a distance of 179.43 feet; thence $N90^{\circ}00'00''E$ for a distance of 719.35 feet to the point of beginning, said point being on the north right-of-way line of West Dodge Road; thence $N65^{\circ}24'29''E$ for a distance of 29.91 feet; thence $N47^{\circ}52'17''E$ for a distance of 143.85 feet; thence $N20^{\circ}58'58''E$ for a distance of 210.06 feet; thence $N31^{\circ}52'17''E$ for a distance of 16.90 feet to a point, said point being $N00^{\circ}00'00''E$, 498.85 feet, and $N90^{\circ}00'00''E$, 937.22 feet of said SW corner of Section 18; said easement containing 0.18 acres more or less. For drawing see "Exhibit A".

Exhibit "A"

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 PERMANENT EASEMENT