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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NC



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DOUGLAS COUNTY, NC
NOV 21 1995

Return: Boo Peterson
11366 Davenport
Omaha, NE 68154

PERMANENT STORM SEWER EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Howard D. Vann and Judith M. Vann, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of one (\$1) dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 229 of Douglas County, Nebraska, hereinafter referred to as "SID", and to its successors and assigns, 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:

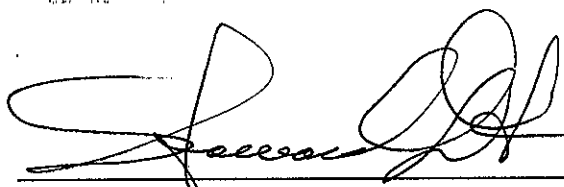
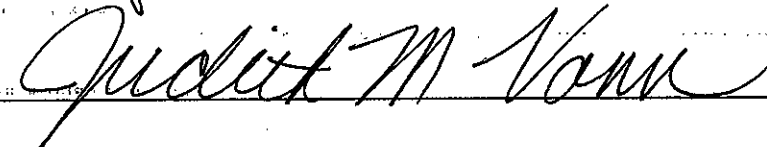
SEE ATTACHED

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating said sewer at the will of the SID. 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 the SID to use the same for the purposes herein expressed.

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 said easement strip by GRANTOR, his or their successors and assigns, without express approval of the SID. Improvements which may be approved by SID 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, his or their successors or assigns.
2. That SID will replace or rebuild any and all damage to improvements caused by SID 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.
3. That SID 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 the SID and any of said construction work.
4. That said GRANTOR for himself or themselves and his or their successors and assigns, do confirm with the said SID and its assigns, that he or they, the GRANTOR is well seized in fee of the above-described property and that he or they have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the SID 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 between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said GRANTOR has executed this easement this 17 day of October, 1995.

STATE OF NEBRASKA)


) SS
COUNTY OF DOUGLAS)

On this 17th day of October, 1995, before me, a Notary Public in and for said County and State, personally appeared Howard D. Vann + Judith M. Vann, who is personally known to me to be the identical person(s) whose name(s) is(are) affixed to the above instrument and acknowledged the instrument to be his/her/their voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.

(Seal)

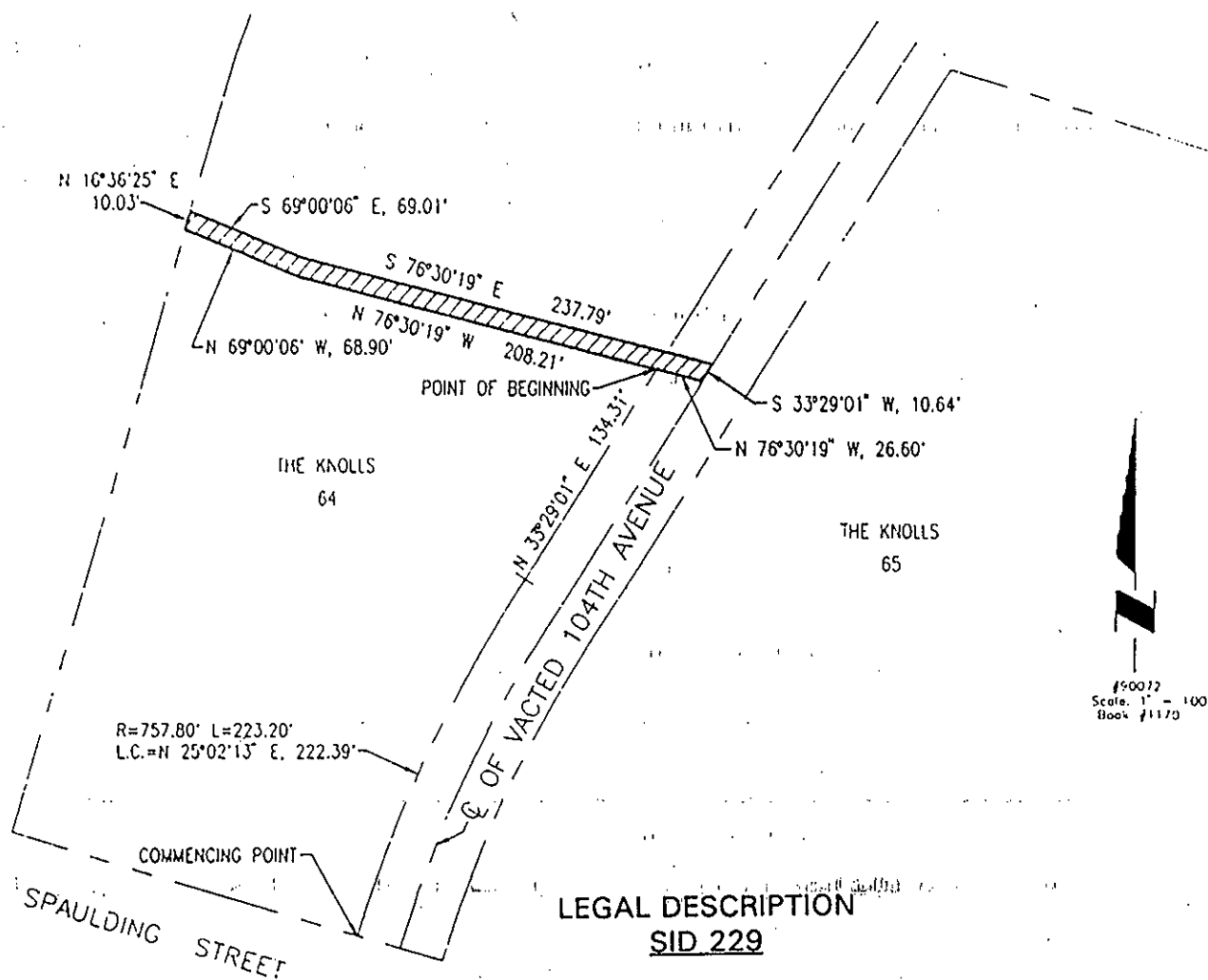



Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "B"

PERMANENT STORM SEWER EASEMENT



Part of Lot 64, The Knolls, a subdivision located in the SW 1/4 of Section 4, and also part of vacated 104th Avenue right-of-way, located in said SW 1/4 of Section 4, all located in Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 64, The Knolls, said point also being on the West right-of-way line of said vacated 104th Avenue; thence Northeasterly along the East line of said Lot 64, The Knolls, said line also being said West right-of-way line of vacated 104th Avenue, on a curve to the right with a radius of 757.80 feet, a distance of 223.20 feet, said curve having a long chord which bears N25°02'13"E (assumed bearing), a distance of 222.39 feet; thence N33°29'01"E, along said East line of Lot 64, The Knolls, a distance of 134.31 feet the point of beginning; thence N76°30'19"W, a distance of 208.21 feet; thence N69°00'06"W, a distance of 68.90 feet to a point on the West line of said Lot 64, The Knolls; thence N16°36'25"E along said West line of Lot 64, The Knolls, a distance of 10.03 feet; thence S69°00'06"E, a distance of 69.01 feet; thence S76°30'19"E, a distance of 237.79 feet to a point on the centerline of said vacated 104th Avenue right-of-way; thence S33°29'01"W along said centerline of vacated 104th Avenue, a distance of 10.64 feet; thence N76°30'19"W, a distance of 26.60 feet to the point of beginning.

Said tract of land contains an area of 3052 square feet or 0.070 acres, more or less.

