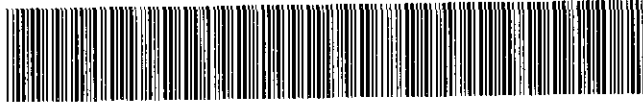




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 3/10/2008 10:11:08.98



2008022868

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WOODLAND HOMES, INC., a Nebraska corporation, hereinafter collectively referred to as GRANTOR whether one or more, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 549 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate a storm sewer, and appurtenances thereto, in, through, over and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a storm sewer, and related appurtenances in the easement area. Grantee

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warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain said Improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, 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 warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and 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 set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 4th day of March 2008.

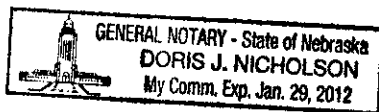
GRANTOR:
WOODLAND HOMES, INC.,

By: Gerald L. Torczon
Gerald L. Torczon, President

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Gerald L. Torczon, acting as President of Woodland Homes, Inc., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal this 4 day of March 2008.



Doris J. Nicholson
Notary Public

EXHIBIT "A"

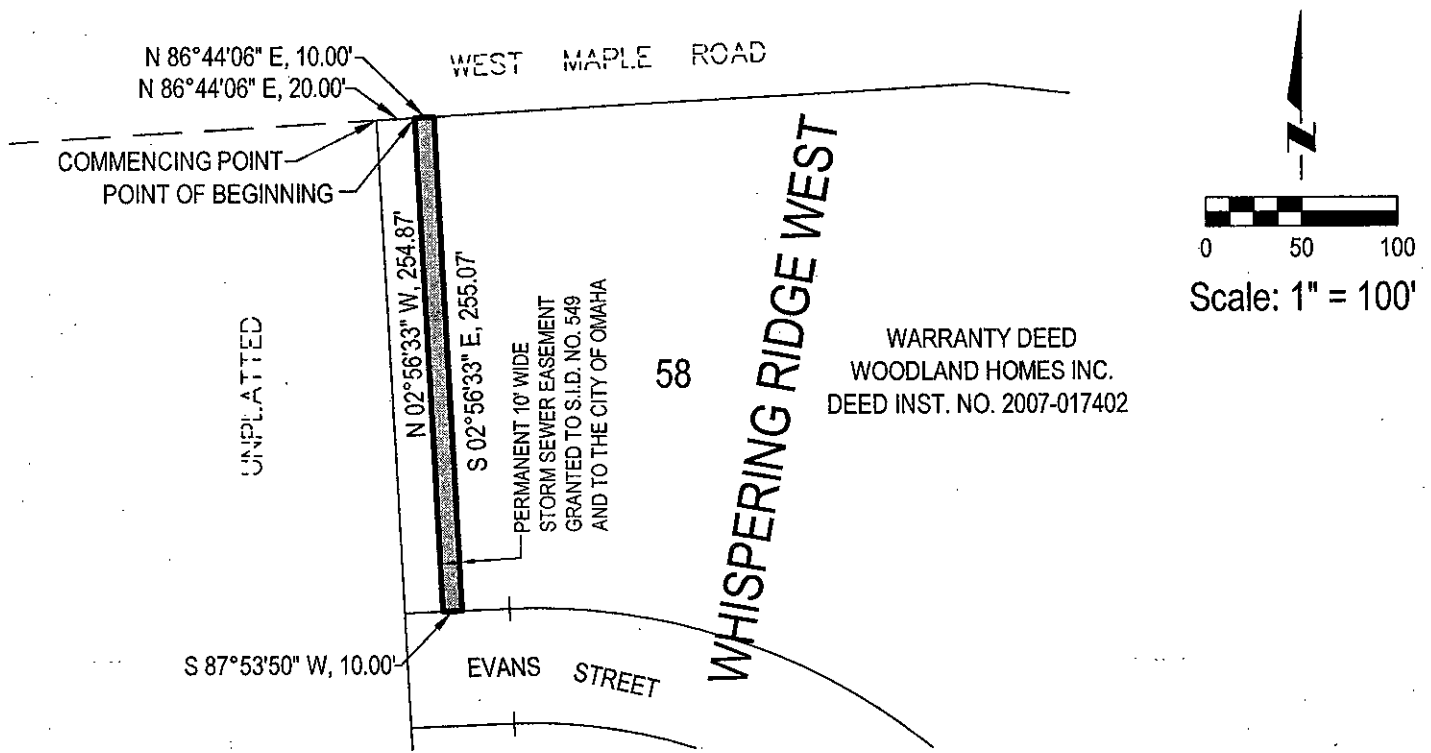
LEGAL DESCRIPTION
 WARRANTY DEED
 WOODLAND HOMES INC.
 INST. NO. 2007-017402

PERMANENT 10.00 FOOT WIDE STORM SEWER EASEMENT

A PERMANENT 10.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 58, WHISPERING RIDGE WEST, A SUBDIVISION LOCATED IN THE EAST 1/2 OF THE NW1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 58, WHISPERING RIDGE WEST, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD; THENCE N86°44'06"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 58, WHISPERING RIDGE WEST, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N86°44'06"E ALONG SAID THE NORTHERLY LINE OF SAID LOT 58, WHISPERING RIDGE WEST, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD, A DISTANCE OF 10.00 FEET; THENCE S02°56'33"E, A DISTANCE OF 255.07 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 58, WHISPERING RIDGE WEST, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EVANS STREET; THENCE S87°53'50"W ALONG SAID SOUTHERLY LINE OF LOT 58, WHISPERING RIDGE WEST, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EVANS STREET, A DISTANCE OF 10.00 FEET; THENCE N02°56'33"W, A DISTANCE OF 254.87 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 10.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS AN AREA OF 2,550 SQUARE FEET OR 0.059 ACRES, MORE OR LESS.



e+a E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: LDD Chkd by: WAC 2-21-08 Chkd by: _____

Job No.: P2000.154.004 Sheet 1 of 1 Date: 2-14-08

**PERMANENT 10.00 FOOT WIDE
 STORM SEWER EASEMENT
 LOT 58, WHISPERING RIDGE WEST
 DOUGLAS COUNTY, NEBRASKA**