

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 24666
2002 JUL -2 P 3:03 PM
Sharon S. [Signature]
REGISTER OF DEEDS

Counter [Signature]
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 20.50
Ck Cash Chg STS

[The Space Above Line is for Recording Data]

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward F. Person and Cari L. Person, husband and wife, hereinafter 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, do hereby grant unto Papillion Professional Park, LLC, a Nebraska limited liability company, and its successors and assigns, hereinafter referred to collectively as GRANTEE, and to their successors and assigns, a non-exclusive drainage easement over, across, under and through that portion of the following legally described real property, to-wit:

See Attached Exhibit "A"

in the location shown on Exhibit "A". The purpose of said non-exclusive easement is to install, maintain and operate drainage structures and/or drainage ways, and appurtenances thereto.

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 or 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 or 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 drainage structures and/or drainage ways, and related appurtenances in the easement area. Grantor 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

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the sole actions of Grantor or Grantor's successors or 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 1 day of July 2002.

GRANTOR:

EDWARD F. PERSON

Edward F. Person

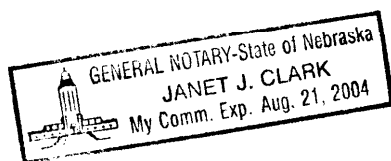
CARI L. PERSON

Cari L. Person

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Edward F. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 1 day of July 2002.



Janet J. Clark
Notary Public

2002-24666B

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUBUAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Cari L. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 1 day of July 2002.

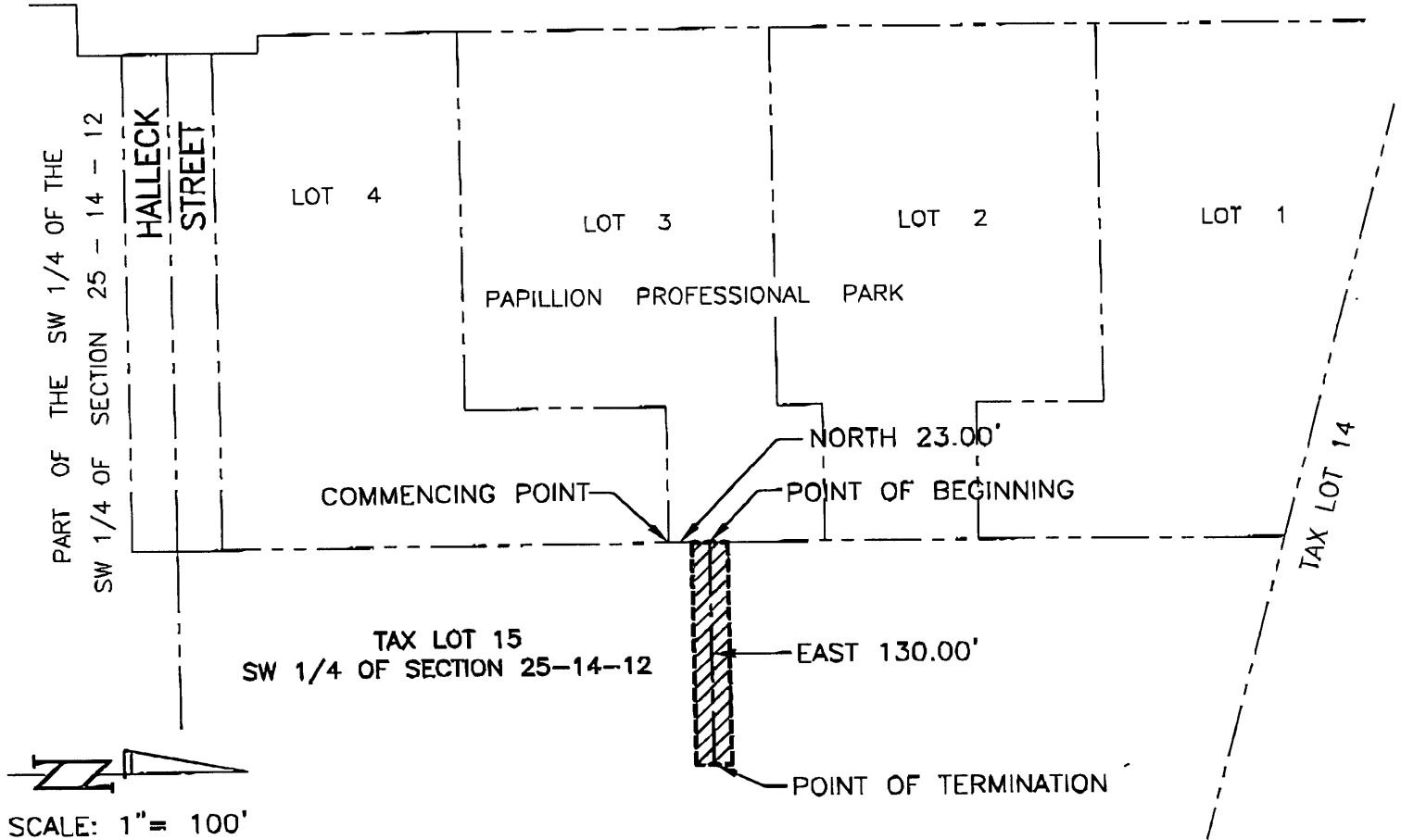
Notary Public, State of Nebraska
JANET J. CLARK
My Comm. Exp. Aug. 21, 2004

Janet J. Clark
Notary Public
GENERAL NOTARY-State of Nebraska
JANET J. CLARK
My Comm. Exp. Aug. 21, 2004

RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: LAJ

2007-24666C

7 2 nd S T R E E T



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 15 IN THE SW 1/4 OF SECTION 25, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTER LINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NE CORNER OF LOT 4, PAPILLION PROFESSIONAL PARK, A SUBDIVISION IN SAID SARPY COUNTY;
 THENCE NORTH (ASSUMED BEARING) 23.00 FEET ON THE EAST LINE OF SAID PAPILLION PROFESSIONAL PARK TO THE POINT OF BEGINNING;
 THENCE EAST 130.00 FEET TO THE POINT OF TERMINATION.