



BK 1393 PG 718-720

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

MISC 2001 12135

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b

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SMITH & JOHNSON LAND COMPANY, LTD., a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 254 of Douglas County, Nebraska, a Nebraska nonprofit corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, a permanent easement, with rights of ingress and egress thereto, for the construction, operation and maintenance of Ginger Woods Sanitary Sewer Section V and appurtenances thereto, the parcel of land described as follows: to wit:

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION.

It is further agreed as follows:

1. That said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that 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 successors and assigns, shall warrant and defend this permanent easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons.
2. The sewage facilities shall be the sole and exclusive property of Grantee, and Grantee shall have the right to inspect, remove, repair, replace, improve, relocate, maintain, or otherwise operate the sewage facilities within the easement property, and Grantee may make such changes, alterations, substitutions or additions to the sewage facilities as it may from time to time deem advisable. Grantee, at its sole cost and expense, shall repair any damage caused to Grantor's property by any such removal, repair, improvement, relocation, changes, alterations, substitutions or additions.

Att: Rickerson & Kruger
Atty at Law
11422 Miracle Hills Drive
Suite 401
Omaha 68154-8600

✓ 337d

3. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement, between Grantor and Grantee; and that Grantor is executing and delivering this instrument, has not relied upon promises, inducements, or representations of Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has or have executed this Permanent Easement on this 3rd day of August, 2001.

GRANTOR:

SMITH & JOHNSON LAND COMPANY, LTD.,
a Nebraska limited partnership,

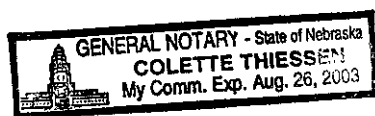
By: Jean Hanson

Name: Jean Hanson

Title: General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of August, 2001, by Jean Hanson, General Partner, on behalf of Smith & Johnson Land Company, Ltd., a Nebraska limited partnership.



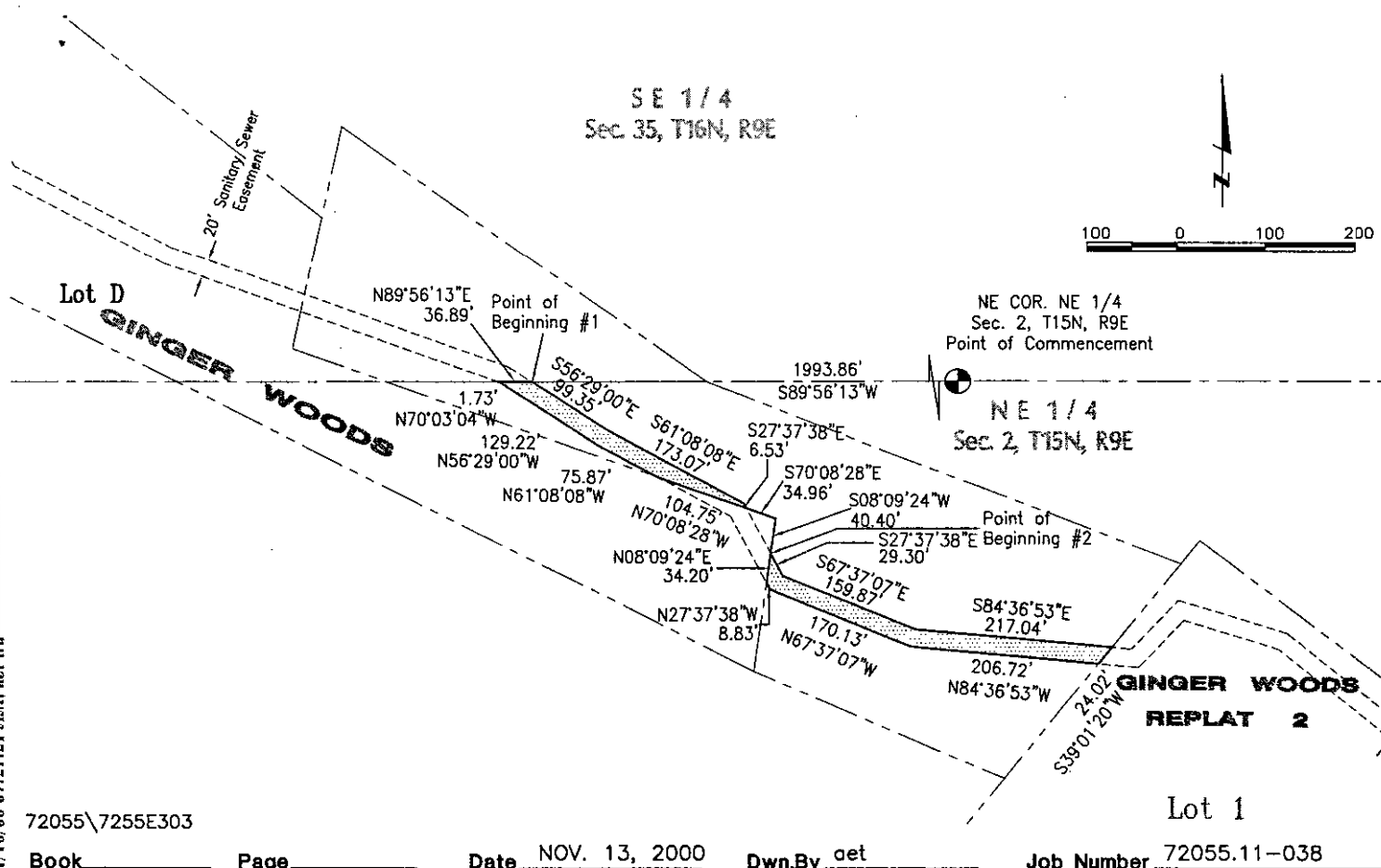
Colette Thiesen
Notary Public

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers and related facilities over that part of the Northeast Quarter of Section 2, Township 15 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 2; Thence South 89°56'13" West (assumed bearings) for 1993.86 feet along the north line of the said Northeast Quarter of Section 2 to the TRUE POINT OF BEGINNING; Thence South 56°29'00" East for 99.35 feet; Thence South 61°08'08" East for 173.07 feet; Thence South 27°37'38" East for 6.53 feet to the north line of Lot D, GINGER WOODS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence North 70°08'28" West for 104.75 feet along said north line; Thence North 61°08'08" West for 75.87 feet; Thence North 56°29'00" West for 129.22 feet; Thence North 70°03'04" West for 1.73 feet to the north line of the said Northeast Quarter of Section 2; Thence North 89°56'13" East for 36.89 feet to the Point of Beginning. Contains 5017 square feet.

TOGETHER WITH
LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers and related facilities over that part of the Northeast Quarter of Section 2, Township 15 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 2; Thence South 89°56'13" West (assumed bearings) for 1993.86 feet along the north line of the said Northeast Quarter of Section 2; Thence South 56°29'00" East for 99.35 feet; Thence South 61°08'08" East for 173.07 feet; Thence South 27°37'38" East for 6.53 feet to the north line of Lot D, GINGER WOODS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 70°08'28" East for 34.96 feet along said north line to the northeast corner thereof; Thence South 08°09'24" West for 40.40 feet along the east line of said Lot D to the TRUE POINT OF BEGINNING; Thence South 27°37'38" East for 29.30 feet; Thence South 67°37'07" East for 159.87 feet; Thence South 84°36'53" East for 217.04 feet to the west line of Lot 1, GINGER WOODS REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 39°01'20" West for 24.02 feet along said west line; Thence North 84°36'53" West for 206.72 feet; Thence North 67°37'07" West for 170.13 feet; Thence North 27°37'38" West for 8.83 feet to the east line of said Lot D; Thence North 08°09'24" East for 34.20 feet to the Point of Beginning. Contains 7919 square feet.



lamp, ryneearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

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fax 402-496-2730