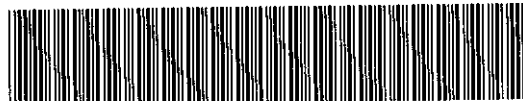




BK 1387 PG 699-702



MISC 2001 14021

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 SEP -5 AM 10: 03

RECEIVED

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT LYMAN-RICHEY SAND & GRAVEL CORPORATION, a Delaware corporation, 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.

MISC ⁴/₂ FEE 21.00 FB
BKP _____ C/O _____ COMP _____
DEL _____ SCAN KS FV _____

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 21st day of August, 2001.

GRANTOR:

LYMAN-RICHEY SAND & GRAVEL
CORPORATION,
a Delaware corporation,

By: [Signature]

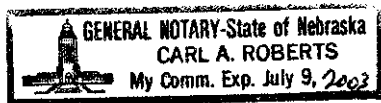
Name: Patrick J. Goryp

Title: President & CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21 day of August, 2001, by Patrick J. Goryp, President & CEO of Lyman-Richey Sand & Gravel Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public



LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers and related facilities over that part of the Southeast Quarter of Section 35, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of said Southeast Quarter of Section 35;

Thence South 89°56'13" West (assumed bearings) for 1993.86 feet along the south line of the said Southeast Quarter of Section 35 to the TRUE POINT OF BEGINNING;

Thence South 89°56'13" West for 36.89 feet along said south line;

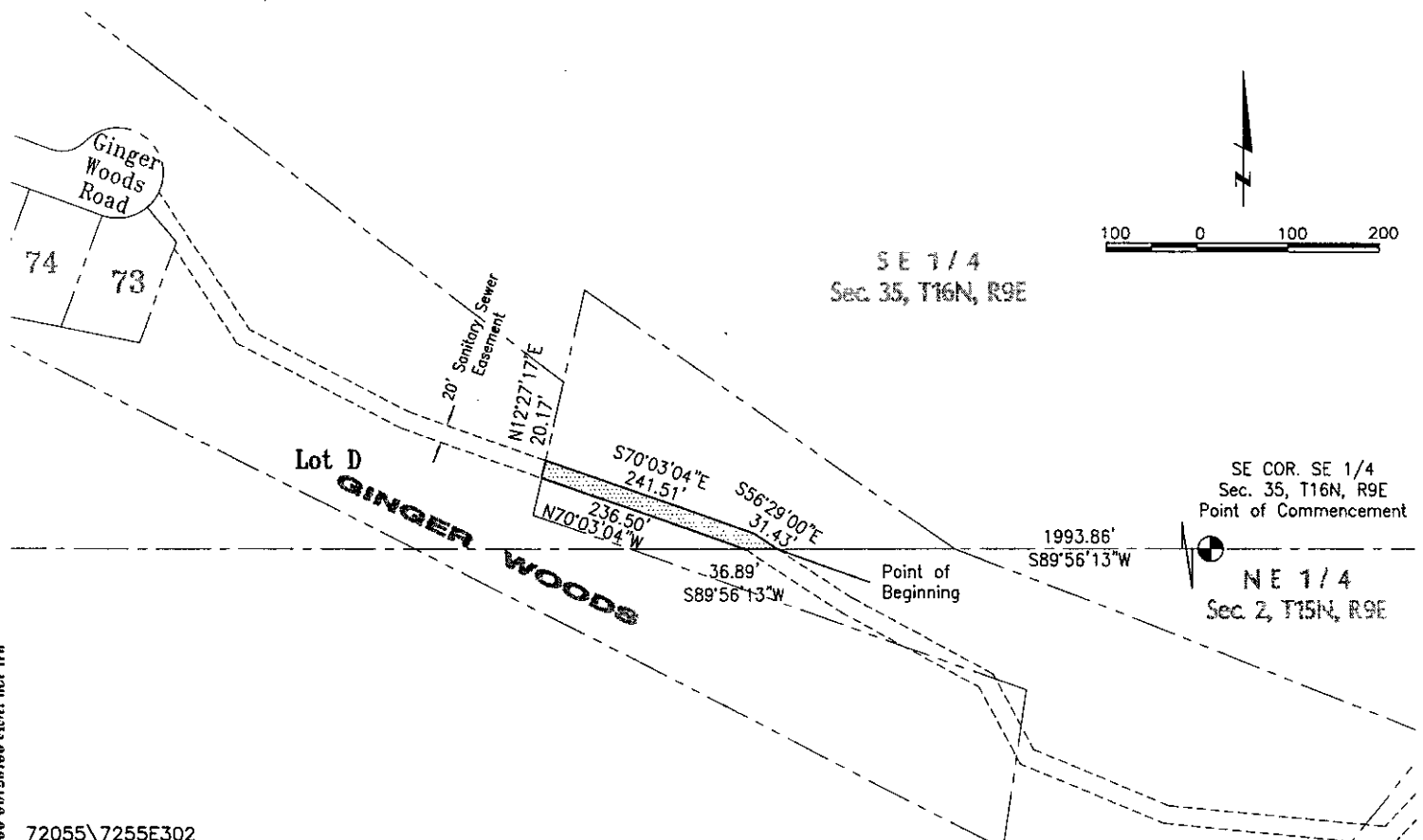
Thence North 70°03'04" West for 236.50 feet to the north line of Lot D, GINGER WOODS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 12°27'17" East for 20.17 feet along said north line;

Thence South 70°03'04" East for 241.51 feet;

Thence South 56°29'00" East for 31.43 feet to the Point of Beginning.

Contains 5083 square feet.



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Book _____ Page _____ Date NOV. 13, 2000 Dwn.By aet Job Number 72055.11-038



lamp, rynearson & associates, inc.

engineers

surveyors

planners

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

ph 402-496-2498
fax 402-496-2730

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:

Beginning at the northeast corner of said Northeast Quarter of Section 2;

Thence South 00°13'02" East (assumed bearings) for 10.56 feet along the east line of the said Northeast Quarter of Section 2;

Thence South 70°22'24" West for 55.52 feet;

Thence South 00°11'36" West for 22.20 feet;

Thence South 57°20'18" West for 168.54 feet;

Thence South 56°22'18" West for 332.90 feet;

Thence South 67°01'50" West for 269.57 feet;

Thence North 77°33'08" West for 78.98 feet;

Thence South 29°07'04" West for 77.20 feet;

Thence North 87°40'46" West for 29.90 feet to the northeast line of Lot 1, GINGER WOODS REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 52°35'29" West for 34.79 feet along said northeast line;

Thence South 87°40'46" East for 46.07 feet;

Thence North 29°07'04" East for 79.79 feet;

Thence South 77°33'08" East for 87.48 feet;

Thence North 67°01'50" East for 261.32 feet;

Thence North 56°22'18" East for 331.20 feet;

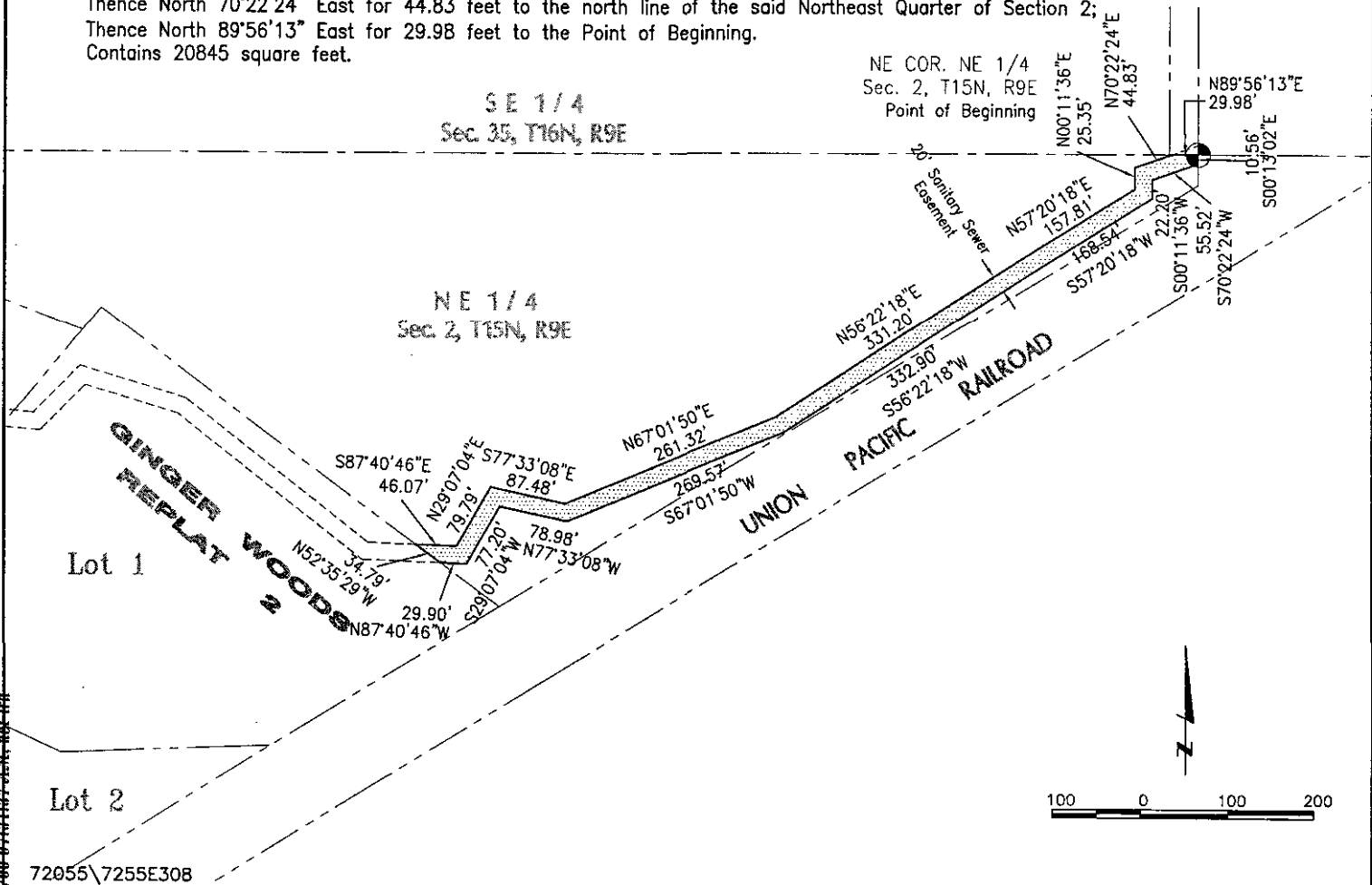
Thence North 57°20'18" East for 157.81 feet;

Thence North 00°11'36" East for 25.35 feet;

Thence North 70°22'24" East for 44.83 feet to the north line of the said Northeast Quarter of Section 2;

Thence North 89°56'13" East for 29.98 feet to the Point of Beginning.

Contains 20845 square feet.



Book _____ Page _____ Date NOV. 13, 2000 Dwn.By aet Job Number 72055.11-038



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