

EASEMENT

THIS INDENTURE made this 10<sup>th</sup> day of November, 1977, between SMITH & JOHNSON LAND COMPANY, LTD., successor to VALLEY FEED YARDS, INC. and RAY'S VALLEY LAKES, LTD., successor to RAY'S VALLEY LAKES, INC., hereinafter called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 254 OF DOUGLAS COUNTY, NEBRASKA, hereinafter called "Grantee".

## W I T N E S S E T H :

That said Grantor in consideration of Ten Dollars (\$10.00) and other valuable consideration does hereby grant, sell, convey, and confirm unto said Grantee, its employees, representatives, successors, assigns, and the employees and representatives of its successors or assigns, forever, the right to use for drainage and to use, construct, lay, maintain, repair, and reconstruct a force or pressure main for the passage of sanitary sewage in, through, over and under the parcel of land described as follows, to-wit:

A 10 foot wide Sanitary Sewer Easement, 5 either side of a line, more particularly described as follows: Commencing at a Lot Corner on Lot "D" Ginger Woods, a subdivision in Douglas County, Nebraska, which forms a interior angle of 262°24'45", said point being 3,037.28 feet East and 5,215.66 feet South of the NW corner of Section 35, T 16 N, R 9 E, Douglas County, Nebraska; thence N 12°27'17" E 49.62 feet along the Easterly line of said Lot "D" to the true point of beginning of said Easement; thence S 70°10' E 187.91 feet; thence S 64°15'16" E 162.00 feet; thence S 49°57'26" E 96.24 feet to end of said Easement, said point being on the Northerly line of said Lot "D", being N 70°08'28" W 138.44 feet from a corner of said Lot "D" which forms a interior angle on said Lot of 101°42'08".

Said easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of any sewer needs to be reconstructed after the lots are filled or improved, Grantee shall make good or cause to be made good to the owners of the above property any damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements thereon, including

crops, vines, gardens and lawns, caused by work and construction done by the Grantee.

Said Grantee shall cause any trench made on aforesaid realty 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 and representative of the Grantee in any of said construction and work.

Said Grantor does confirm with the said Grantee, its employees, representatives, successors, assigns, and the employees and representatives of its successors or assigns, that it 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, that it will, and its assigns shall warrant and defend this easement to said Grantee, its employees, representatives, successors, assigns, and the employees and representatives of its successors or assigns against the lawful claims and demands of all persons.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

SMITH & JOHNSON LAND COMPANY, LTD.,

Attest:

By:

Everett L. Smith  
Everett L. Smith, Partner

RAY'S VALLEY LAKES, LTD.,

Attest:

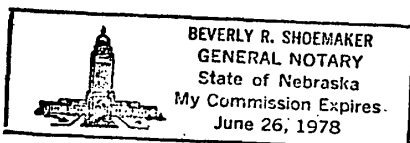
By:

Anna L. Villarreal Crabtree  
Partner

STATE OF NEBRASKA     )  
                                   ) ss.  
 COUNTY OF DOUGLAS    )

Before me, a notary public qualified in said county, personally came EVERETT L. SMITH, Partner of SMITH & JOHNSON LAND COMPANY, LTD., known to me to be a partner and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal on November 12, 1977, 1977.

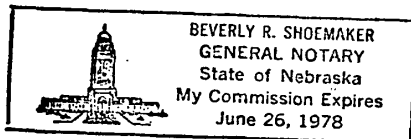


Beverly R. Shoemaker  
 Notary Public

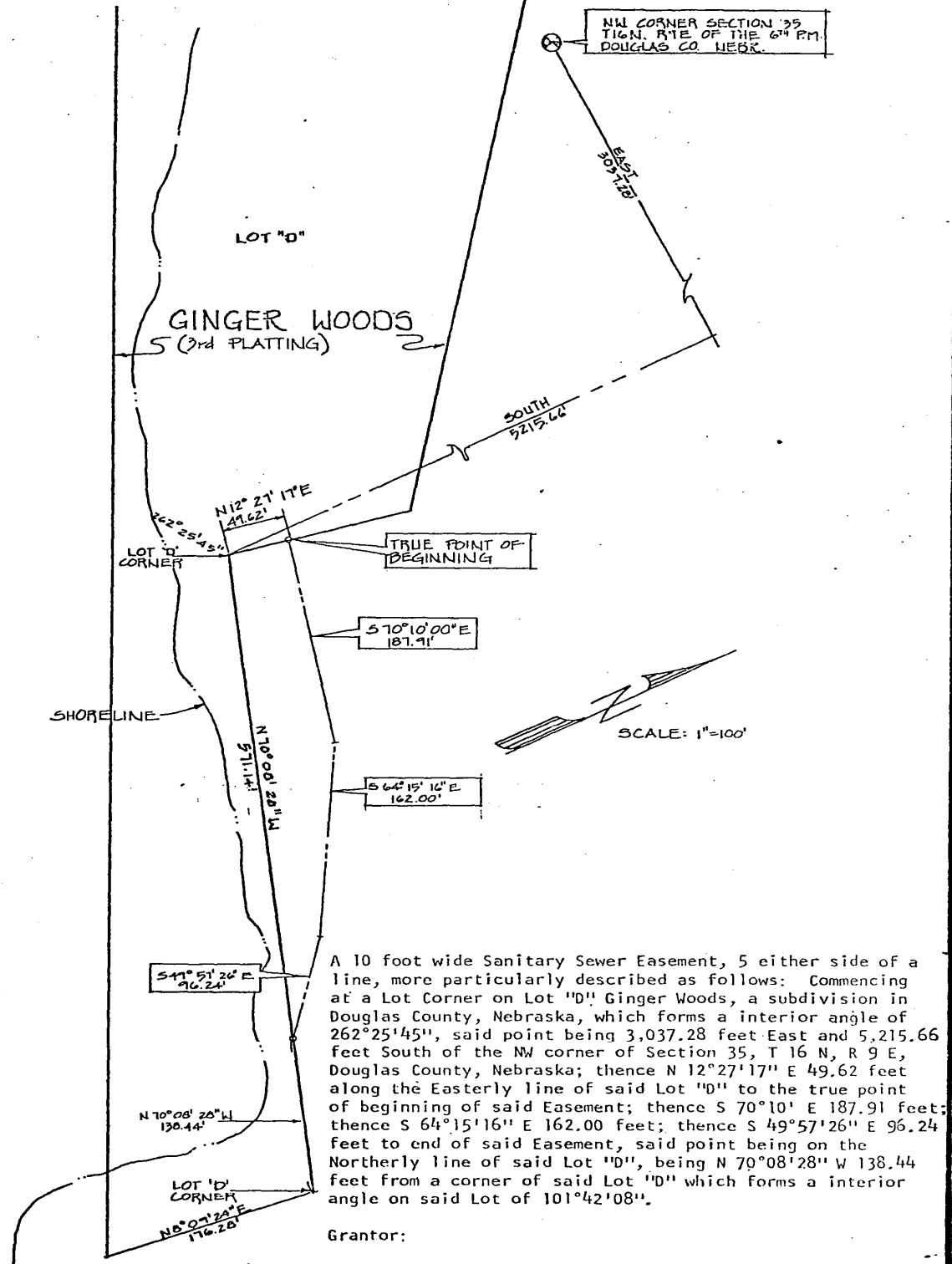
STATE OF NEBRASKA     )  
                                   ) ss.  
 COUNTY OF DOUGLAS    )

Before me, a notary public qualified in said county, personally came Donald L. Marshall (Crabtree), Partner of RAY'S VALLEY LAKES, LTD., known to me to be a partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on November 10, 1977, 1977.



Beverly R. Shoemaker  
 Notary Public



A 10 foot wide Sanitary Sewer Easement, 5 either side of a line, more particularly described as follows: Commencing at a Lot Corner on Lot "D" Ginger Woods, a subdivision in Douglas County, Nebraska, which forms an interior angle of 262°25'45", said point being 3,037.28 feet East and 5,215.66 feet South of the NW corner of Section 35, T 16 N, R 9 E, Douglas County, Nebraska; thence N 12°27'17" E 49.62 feet along the Easterly line of said Lot "D" to the true point of beginning of said Easement; thence S 70°10' E 187.91 feet; thence S 64°15'16" E 162.00 feet; thence S 49°57'26" E 96.24 feet to end of said Easement, said point being on the Northerly line of said Lot "D", being N 70°08'28" W 138.44 feet from a corner of said Lot "D" which forms an interior angle on said Lot of 101°42'08".

Grantor:

Grantee:

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Date 7-8-77

Job Number 72-55

LAMP RYNEARSON & ASSOCIATES, INC.  
engineers

FOURTY-SIX TEN DODGE STREET  
OMAHA, NEBRASKA 68132  
TELEPHONE 492-538-6050

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C. HAROLD ESTLER  
REGISTERED CLERK  
DOUGLAS COUNTY, NEBR.

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