

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2005-36852

2005 OC -6 AM 11:48

*Glenn J. Lawding*  
REGISTER OF DEEDS

COUNTER *an* C.E. *p*  
VERIFY *ps* D.E. *fm*  
PROOF *p*  
FEES \$ *15.50*  
CHECK# *22182*  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That JOHN & SARAH MARCUZZO FAMILY LIMITED PARTNERSHIP, a Nebraska Limited Partnership, 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 of which is hereby acknowledged, does hereby grant and convey unto the SANITARY & IMPROVEMENT DISTRICT NO. 269 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "SID", and to its successors and assigns, an easement for the right to construct, maintain and operate a drainage system, and appurtenances thereto, along with the right to convey surface runoff waters in, through, over and under the parcels of land described as follows:

See Exhibit "A" attached.

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating its drainage system at the will of the SID. That Grantor may following construction of said sewers, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

IT IS FURTHER AGREED as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by GRANTOR, its successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successor or assigns.

2. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said sewer, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.

3. That SID shall cause any trench made on said easement strip 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 or representative of the SID and any of said construction work.

4. That said GRANTOR for itself and its successors and assigns, do confirm with the said SID and its assigns, that it, the GRANTOR is well seized in fee of the above-described property and that it will have the right to grant and convey this easement in the manner and form aforesaid, and that it will, and his or their successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

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

RECORD AND RETURN TO: *BHL* Robert F. Peterson, Laughlin, Peterson & Lang  
11718 Nicholas Street, Suite 101, Omaha, NE 68154

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6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said GRANTOR has executed this easement this 16 day of SEPTEMBER, 2005.

JOHN & SARAH MARCUZZO FAMILY  
LIMITED PARTNERSHIP, a Nebraska Limited  
Partnership

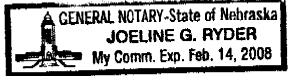
By: *John Marcuzzo* DDS  
Partner

STATE OF NEBRASKA ]  
COUNTY OF SARPY ]SS:

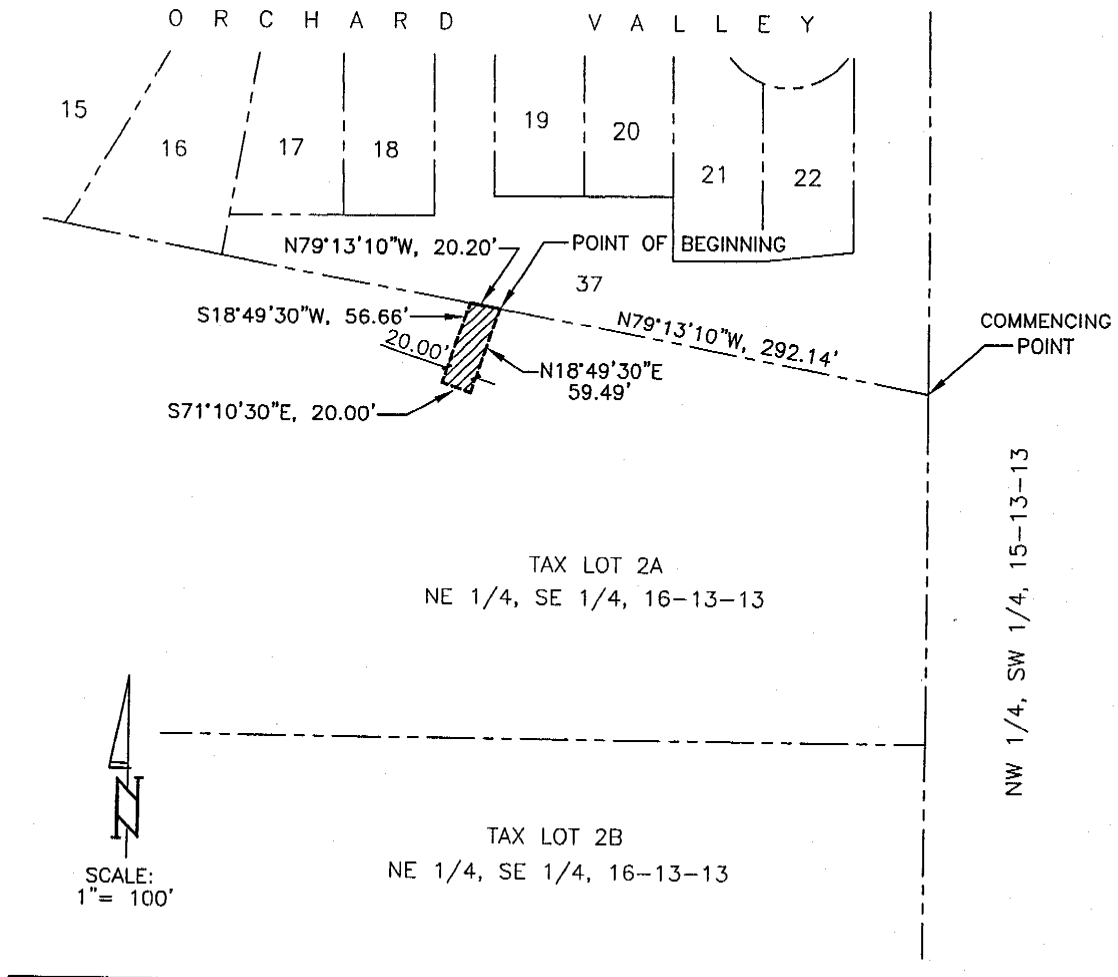
On this 16 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared John Marcuzzo, Partner, of the John & Sarah Marcuzzo Family Limited Partnership, a Nebraska Limited Partnership, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.

*Joeline G. Ryder*  
Notary Public



2005 36852B



### LEGAL DESCRIPTION

THAT PART OF TAX LOT 2A IN THE NE 1/4 OF THE SE 1/4 OF SECTION 16, T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID TAX LOT 2A; THENCE N79°13'10"W (ASSUMED BEARING) 292.14 FEET ON THE NORTH LINE OF SAID TAX LOT 2A TO THE POINT OF BEGINNING; THENCE CONTINUING N79°13'10"W 20.20 FEET ON THE NORTH LINE OF SAID TAX LOT 2A; THENCE S18°49'30"W 56.66 FEET; THENCE S71°10'30"E 20.00 FEET; THENCE N18°49'30"E 59.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

S.I.D. 269/SCN.  
 ORCHARD VALLEY  
 TD2 FILE NO.: 1409-101-E3      DATE: MAY 19, 2005  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860