



MISC 2006130622



NOV 15 2006 14:08 P 3

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PERMANENT SANITARY SEWER EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/15/2006 14:08:24.90



2006130622

KNOW ALL MEN BY THESE PRESENTS:

THAT Western Springs Land Corporation, a Nebraska corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 517 of Douglas County, Nebraska (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, 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, shall be placed in, on over, or across said easement by Grantor, its successors and 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, fences or shrubbery placed on said easement, shall be maintained by Grantor, its successors or 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 sanitary sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line 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 the sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the sanitary sewer 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 the sanitary sewer.
4. 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.
5. That this instrument contains the entire agreement of the parties; that there are no other 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.
6. That Grantor shall have the right to relocate the line so long as the easement is moved by a properly recorded document and the new line shall be constructed and hooked up prior to moving the line and shall not present any disruption in the service provided by this sanitary sewer line. Any relocation shall be at Grantor's sole cost and expense.

FULLY

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B 3 BKPL-14-10 v 58 C/O COM?
1 DEL SCAN FV

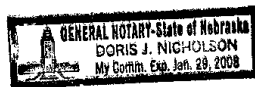
IN WITNESS WHEREOF said Grantor hereunto set its hand this 10 day of October, 2006.

GRANTOR:
Western Springs Land Corporation, a
Nebraska corporation

By: *Gerald Torczon*
Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of October, 2006 by Gerald Torczon, President on behalf of Western Springs Land Corporation, a Nebraska corporation.



Doris J. Nicholson
Notary Public

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 1; THENCE S87°47'49"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 1, A DISTANCE OF 188.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET (HIGHWAY 31), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S06°09'07"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET (HIGHWAY 31), A DISTANCE OF 25.06 FEET; THENCE S87°47'49"W, A DISTANCE OF 1320.44 FEET; THENCE N02°3'00'W, A DISTANCE OF 25.00 FEET TO A POINT ON SAID NORTH LINE OF THE SE1/4 OF SECTION 1; THENCE N87°47'49"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 1, A DISTANCE OF 1318.84 FEET TO THE POINT OF BEGINNING.

SPECIAL WARRANTY DEED
COUNTY OF DOUGLAS
TRACT NO. 8
INSTRUMENT NO. 2006054880

NORTHWEST CORNER
OF THE SE1/4 OF
SECTION 1-T14N-R10E

WARRANTY DEED
ROHWER FARMS, L.L.C.
DEED BOOK 2113 PAGE 418

NORTHEAST CORNER
OF THE SE1/4 OF
SECTION 1-T14N-R10E
(COMMENCING POINT)

POINT OF BEGINNING

SE1/4 OF SECTION 1-T14N-R10E

TRUSTEE'S DEED
INTER VIVOS TRUST
STONE CREEK PLAZA, L.L.C.
INSTRUMENT NO. 2006012186

CORPORATION WARRANTY DEED
WESTERN SPRING LAND
CORPORATION
INSTRUMENT NO. 2006057412

SOUTHWEST CORNER
OF THE SE1/4 OF
SECTION 1-T14N-R10E

SOUTHEAST CORNER
OF THE SE1/4 OF
SECTION 1-T14N-R10E

Scale: 1" = 400'

HIGHWAY 31

204TH STREET



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

PERMANENT 25.00 FOOT WIDE
FORCE MAIN EASEMENT

DOUGLAS COUNTY, NEBRASKA

Drawn by: SDD Chkd by: wac 8-8-06 Chkd by: _____
Job No.: 2005193.01 Date: 8/1/2006 Sheet No.: 1 OF 1