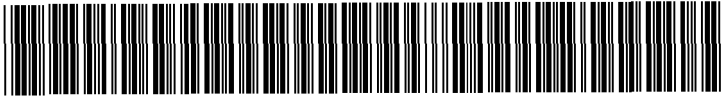


MISC 2014024460



APR 07 2014 12:22 P 5

Fee amount: 34.00  
FB: 0J-08771  
COMP: SB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/07/2014 12:22:24.00



2014024460

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After recording, please return to:

Jerry Slusky

8712 W. Dodge Rd, Ste 400

Omaha, NE 68114

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mutual of Omaha Bank, hereinafter referred to as "Grantor" for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto DC Homeowners Association, hereinafter referred to as "Grantee" and to their successors and assigns, for and in consideration of the promises contained herein, a permanent easement for the right to ingress and egress to, from, over and across an easement area for the purpose of constructing, installing, maintaining, repairing, replacing or removing a monument entrance sign, associated landscaping and other appurtenances over, under and across the area designated for such purposes as described on Exhibit A attached hereto and incorporated herein by this reference ("Easement Area").

TO HAVE AND TO HOLD unto the said Grantee, their successors and assigns, for the purposes described herein together with the right of permanent access to said easement Area, for the purposes of constructing, locating, installing, maintaining, repairing, replacing and removing a monument entrance sign, associated landscaping and other appurtenances (collectively the "Sign"), at the will of Grantee.

It is further agreed as follows:

1. Grantee shall install the Sign on such Easement Area at its expense, and shall be responsible for and shall provide all required maintenance of such Sign.
2. No permanent structures shall be placed in, on, over or across said Easement Property by Grantor without express approval of Grantee.
3. Grantee will replace or rebuild any and all damage to improvements on such easement Property caused by Grantee in exercising its rights granted herein.

4. Grantee shall cause any trench made on said Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement shall also be for the benefit of any contractor, agent, employee, or representative of Grantee.
5. Grantor for itself does confirm with the said Grantee that the Grantor is well seized in fee simple of the Easement property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement is a permanent easement and runs with the land.
6. This instrument contains the entire agreement of the parties; there are no other different agreements or understandings, and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or representatives, except as are set forth herein.
7. Grantee will indemnify and hold Grantor harmless from any and all damage of whatsoever type or nature which grantor may sustain in and about the Sign and in addition thereto, will indemnify and hold harmless the Grantor for any and all damages which may be sustained by said Grantor by reason of the negligence of the Grantee or its agents in or about any of the work or operation in or about said Easement Area, including any claims for attorney fees or other costs incurred in defending any actions brought by third parties against Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 24th day of March, 2014.

MUTUAL OF OMAHA BANK ("Grantor")

DC HOMEOWNERS ASSOCIATION  
("Grantee")

By:

  
**Special Assets Officer,  
Assistant Vice President**

By:

  
**President**

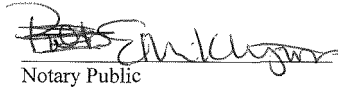
COUNT OF DECEASED )

WITNESS my hand and notarial seal on the day and year last above written.



COUNTY OF DOUGLAS )

WITNESS my hand and notarial seal on the day and year last above written.



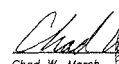

PROJ. \_\_\_\_\_  
NO. \_\_\_\_\_

LOCATION \_\_\_\_\_

To The Office  
of  
**THOMAS D. DOYLE**  
County Surveyor and Engineer  
Douglas  
County

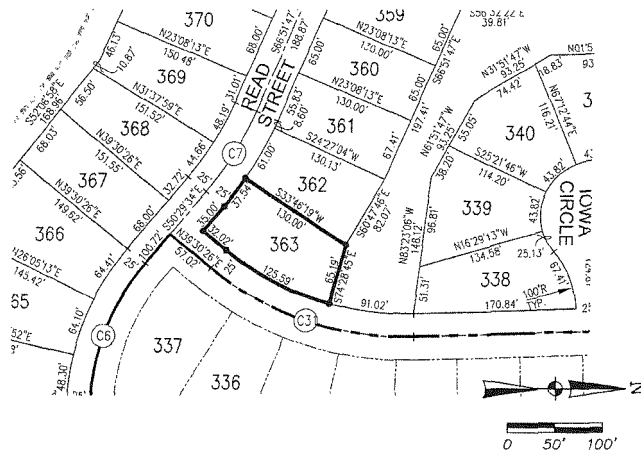
**LAND SURVEYOR'S CERTIFICATE**

I, Chad W. Marsh, a registered surveyor in the State of Nebraska, do hereby  
certify that this survey was done by me or under my direct supervision and that  
said survey is correct to the best of my knowledge and belief.

  
Chad W. Marsh  
January 17, 2002  


**DESCRIPTION**

Lot 363, Deer Creek, a subdivision located in the SW1/4, SE1/4, and the NW1/4  
of Section 30, and in the NW1/4 of the NE1/4 of Section 31, all being in T16N,  
R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as  
follows:



**NOTES**

1. ALL EASEMENTS SHOWN ARE PERMANENT EASEMENTS GRANTED TO SANITARY &  
IMPROVEMENT DISTRICT NO. 405 UNLESS SHOWN OTHERWISE

● Found Monument  
(5/8"x24" Rebar,  
unless otherwise  
noted)

DATE \_\_\_\_\_  
RECEIVED: \_\_\_\_\_

OFFICIAL \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

BLDG. PERMIT \_\_\_\_\_  
NO.: \_\_\_\_\_

**§ CURVE DATA**

(C7) R = 350.00'  
L = 100.00'  
CH = S58°40'40"E  
99.66'

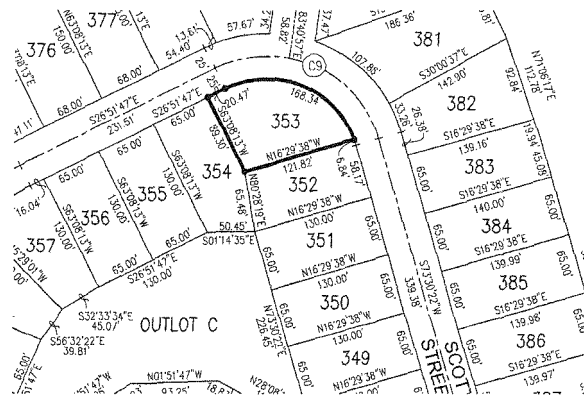
(C31) R = 325.00'  
L = 234.67'  
CH = N18°49'20"E  
229.60'

LOCATION \_\_\_\_\_

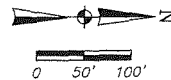
LAND SURVEYOR'S CERTIFICATE

Chad W. Marsh  
Chad W. Marsh  
January 17, 2002

Lot 353, Deer Creek, a subdivision located in the SW1/4, SE1/4, and the NW1/4 of Section 30, and in the NW1/4 of the NE1/4 of Section 31, all being in T16N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:



1. ALL EASEMENTS SHOWN ARE PERMANENT EASEMENTS GRANTED TO SANITARY & IMPROVEMENT DISTRICT NO. 405 UNLESS SHOWN OTHERWISE.



BLDG. PERMIT NO.: \_\_\_\_\_

- Found Monument (5/8"x24" Rebar, unless otherwise noted)

(C9)  $R = 125.00'$   
 $L = 218.97'$   
 $CH = S23^{\circ}19'18''W$   
 $192.03'$