

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-59986

2003 OCT 17 P 1:05

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER Sm C.E. pm
VERIFY PM D.E. J
PROOF _____
FEES \$ 20.50
CHECK# 20905
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

L's 85-88 +
L 93

**PERMANENT
STORM SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That GILES CORNER, INC., a Nebraska corporation, 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. 239 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 storm sewer 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:

L 85 not
shown on plat
the others are

See Exhibits A and B 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 system of storm sewers 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.

RVP
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Return to: Robert F. Peterson, 11306 Davenport St., Omaha, NE 68154

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A

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 ____ day of _____, 2003.

GILES CORNER, INC., a Nebraska corporation,

By: Melvin Sudbeck
President

STATE OF NEBRASKA]
COUNTY OF DOUGLAS]SS:

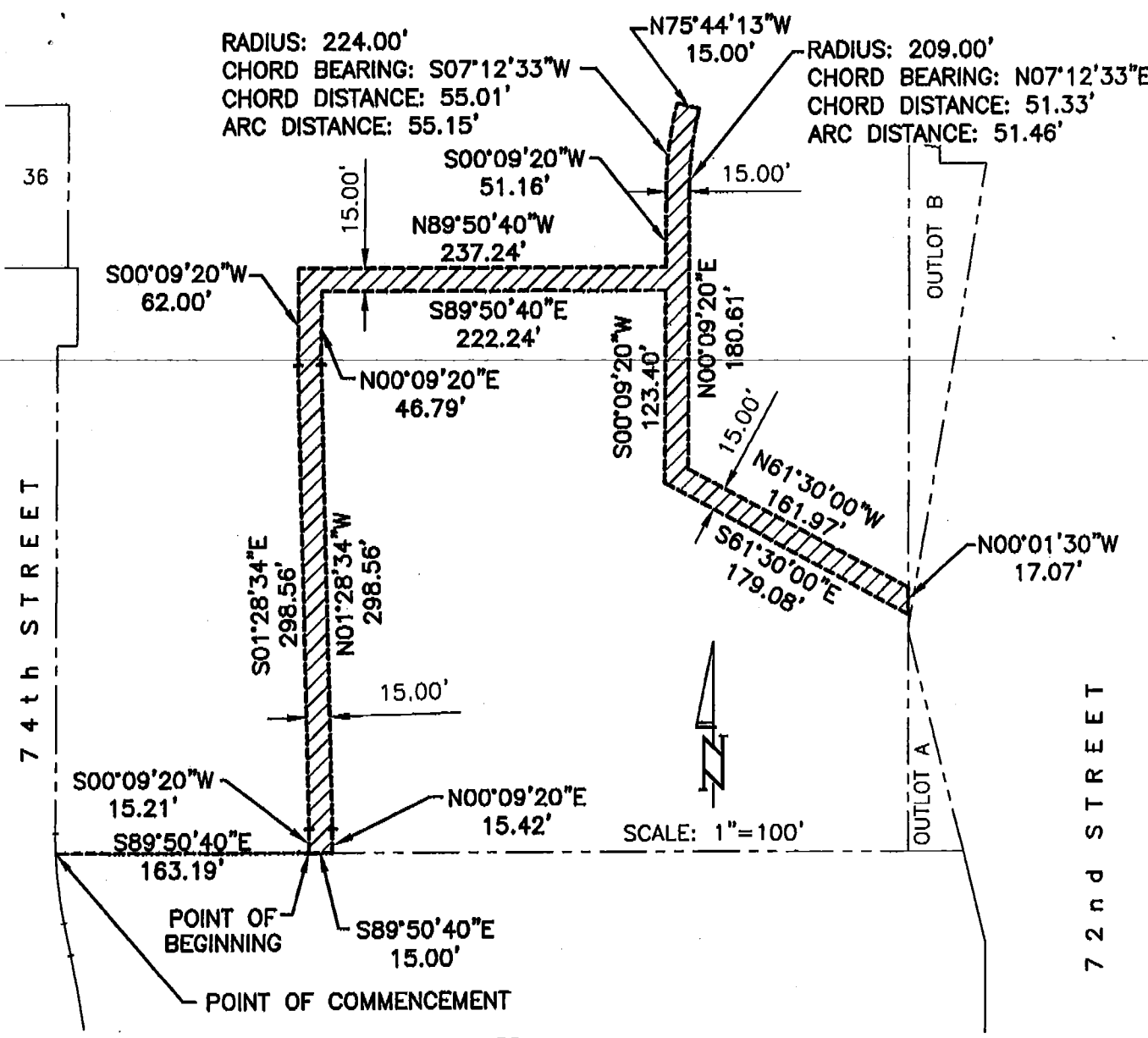
On this 11 day of September, 2003, before me, a Notary Public in and for said County and State, personally appeared Melvin Sudbeck, President for Giles Corner, Inc., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.



Marilyn Kuehl
Notary Public

B

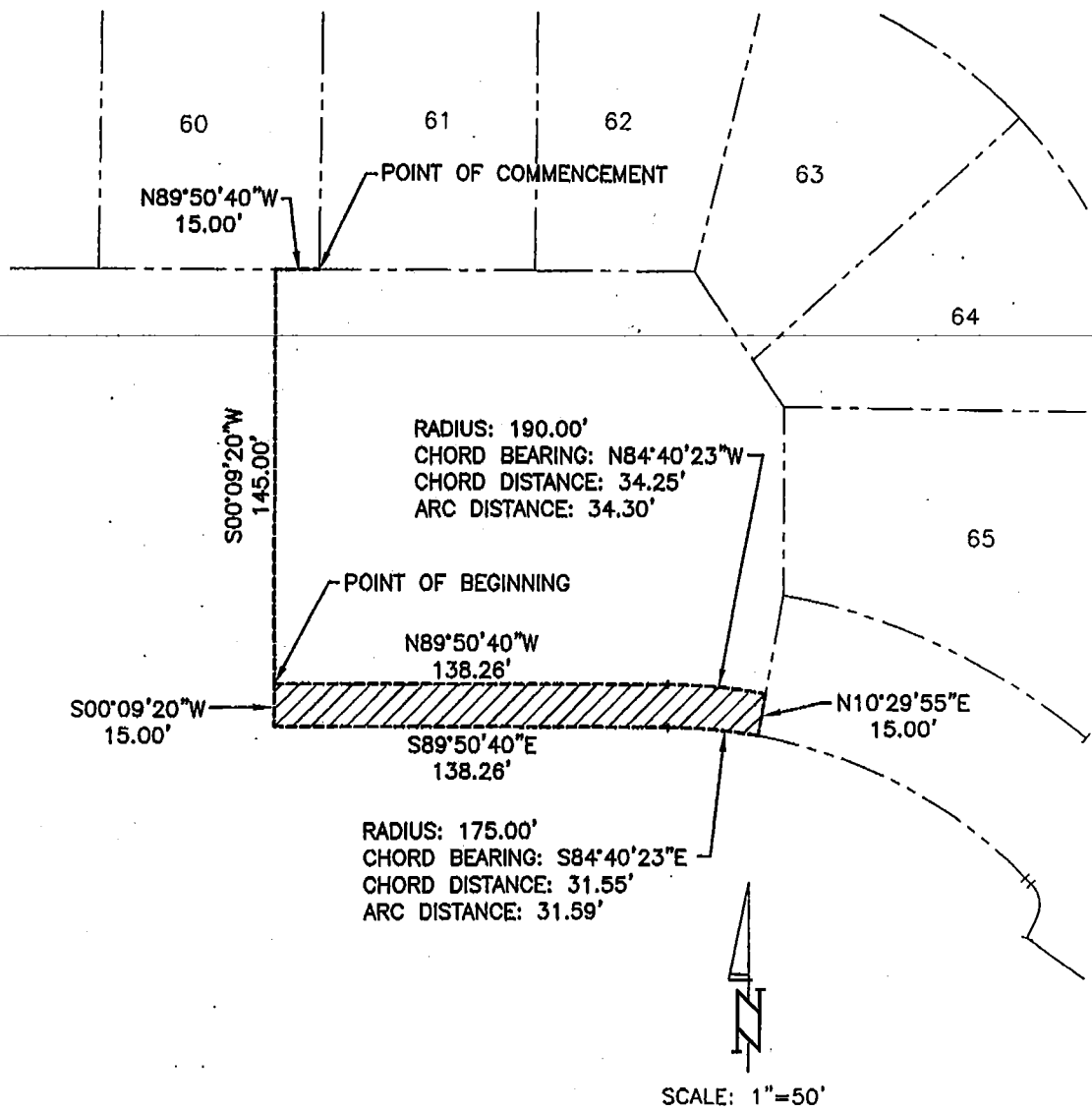


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LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF LOT 80, GILES CORNER, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S89°50'40"E (ASSUMED BEARING) 163.19 FEET ON THE NORTH LINE OF SAID LOT 80 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°50'40"E 15.00 FEET ON THE NORTH LINE OF SAID LOT 80; THENCE N00°09'20"E 15.42 FEET; THENCE N01°28'34"W 298.56 FEET; THENCE N00°09'20"E 46.79 FEET; THENCE S89°50'40"E 222.24 FEET; THENCE S00°09'20"W 123.40 FEET; THENCE S61°30'00"E 179.08 FEET TO THE WEST LINE OF OUTLOT B, SAID GILES CORNER; THENCE N00°01'30"W 17.07 FEET ON THE WEST LINE OF SAID OUTLOT B; THENCE N61°30'00"W 161.97 FEET; THENCE N00°09'20"E 180.61 FEET; THENCE NORTHEASTERLY ON A 209.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N07°12'33"E, CHORD DISTANCE 51.33 FEET, AN ARC DISTANCE OF 51.46 FEET; THENCE N75°44'13"W 15.00 FEET ON A NON-TANGENT LINE; THENCE SOUTHWESTERLY ON A 224.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S07°12'33"W, CHORD DISTANCE 55.01 FEET, AN ARC DISTANCE OF 55.15 FEET; THENCE S00°09'20"W 51.16 FEET; THENCE N89°50'40"W 237.24 FEET; THENCE S00°09'20"W 62.00 FEET; THENCE S01°28'34"E 298.56 FEET; THENCE S00°09'20"W 15.21 FEET TO THE POINT OF BEGINNING.

2003-59986C



in Mitchell Ave

LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SE CORNER OF LOT 60, GILES CORNER, A SUBDIVISION IN SAID SARPY COUNTY;
 THENCE N89°50'40"W (ASSUMED BEARING) 15.00 FEET ON THE SOUTH LINE OF SAID LOT 60;
 THENCE S00°09'20"W 145.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING S00°09'20"W 15.00 FEET;
 THENCE S89°50'40"E 138.26 FEET;
 THENCE SOUTHEASTERLY ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S84°40'23"E, CHORD DISTANCE 31.55 FEET, AN ARC DISTANCE OF 31.59 FEET;
 THENCE N10°29'55"E 15.00 FEET ON A NON-TANGENT LINE;
 THENCE NORTHWESTERLY ON A NON-TANGENT 190.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N84°40'23"W, CHORD DISTANCE 34.25 FEET, AN ARC DISTANCE OF 34.30 FEET;
 THENCE N89°50'40"W 138.26 FEET TO THE POINT OF BEGINNING.

GILES CORNER

TD2 JOB. NO: 1294-101-E3

AUGUST 29, 2003

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Exhibit B