

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2002 24665  
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Counter thm  
Verify [Signature]  
D.E. [Signature]  
Proof [Signature]  
Fee \$ 22.00  
Ck  Cash  Chg  STS

[Signature]  
REGISTER OF DEEDS

[The Space Above Line is for Recording Data]

**PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward F. Person and Cari L. Person, husband and wife, 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 and sufficiency of which is hereby acknowledged, does hereby grant a non-exclusive permanent easement over, across, under and through that portion of the following described real property, to-wit:

Lots 1 through 4, all in Papillion Professional Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

as shown and legally described on Exhibit "A" attached hereto and by this reference incorporated herein, for the benefit of all future owners their respective successors and assigns, hereinafter referred to singularly as a "Benefitted Party" or collectively as the "Benefitted Parties". The purpose of this non-exclusive permanent easement is to allow for the installation, maintenance, and operation of drainage structures and/or drainage ways, and appurtenances thereto.

TO HAVE AND TO HOLD unto said Benefitted Parties, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating repairing or replacing said Improvements at the will of the Benefitted Parties or their respective designee, successors and assigns. The Benefitted Parties may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the use and purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by the Benefitted Parties or their successors or assigns. Improvements which may be placed across said easement strip by a Benefitted Party include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by such Benefitted Party, its successors and assigns.
2. That the Benefitted Parties or their designee will replace or rebuild any and all damage to improvements caused by the inspection, maintenance or operation of said Improvements placed or constructed in the easement area in accordance with the Common Area Maintenance Agreement recorded or to be recorded against the above-described real property.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of the party responsible for installing, maintaining or operating the Improvements located or to be located within the easement area.
4. It is the intent of this easement for the owner of Lots 1, 3 and 4, Papillion Professional Park, to

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construct for the benefit of the Benefitted Parties, drainage structures and/or drainage ways, and related appurtenances within the easement area. Such owner warrants that said Improvements 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 said Improvements shall be at the Benefitted Parties expense in accordance with the Common Area Maintenance Agreement recorded or to be recorded against the above-described real property. In the event the designee of the Benefitted Parties fails to repair or maintain said Improvements in good operating condition, upon notice to designee of its failure to do so, any Benefitted Party shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with the Benefitted Parties and their respective 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 the Benefitted Parties and their respective 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 Benefitted Parties successors and assigns.

6. That said permanent easement is granted upon the condition that the owner of Lots 1, 3 and 4 may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and the Benefitted Parties or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Benefitted Parties or their agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 1<sup>st</sup> day of July 2002.

GRANTOR:

EDWARD F. PERSON

Edward F. Person

CARI L. PERSON

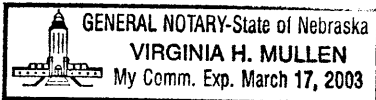
Cari L. Person

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )

Before me, the undersigned, Notary Public in and for said County and State appeared Edward F. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 1<sup>st</sup> day of July 2002.

Virginia H. Mullen  
Notary Public

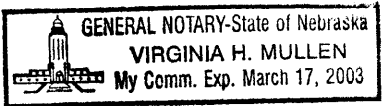


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STATE OF NEBRASKA )  
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COUNTY OF Douglas )ss.  
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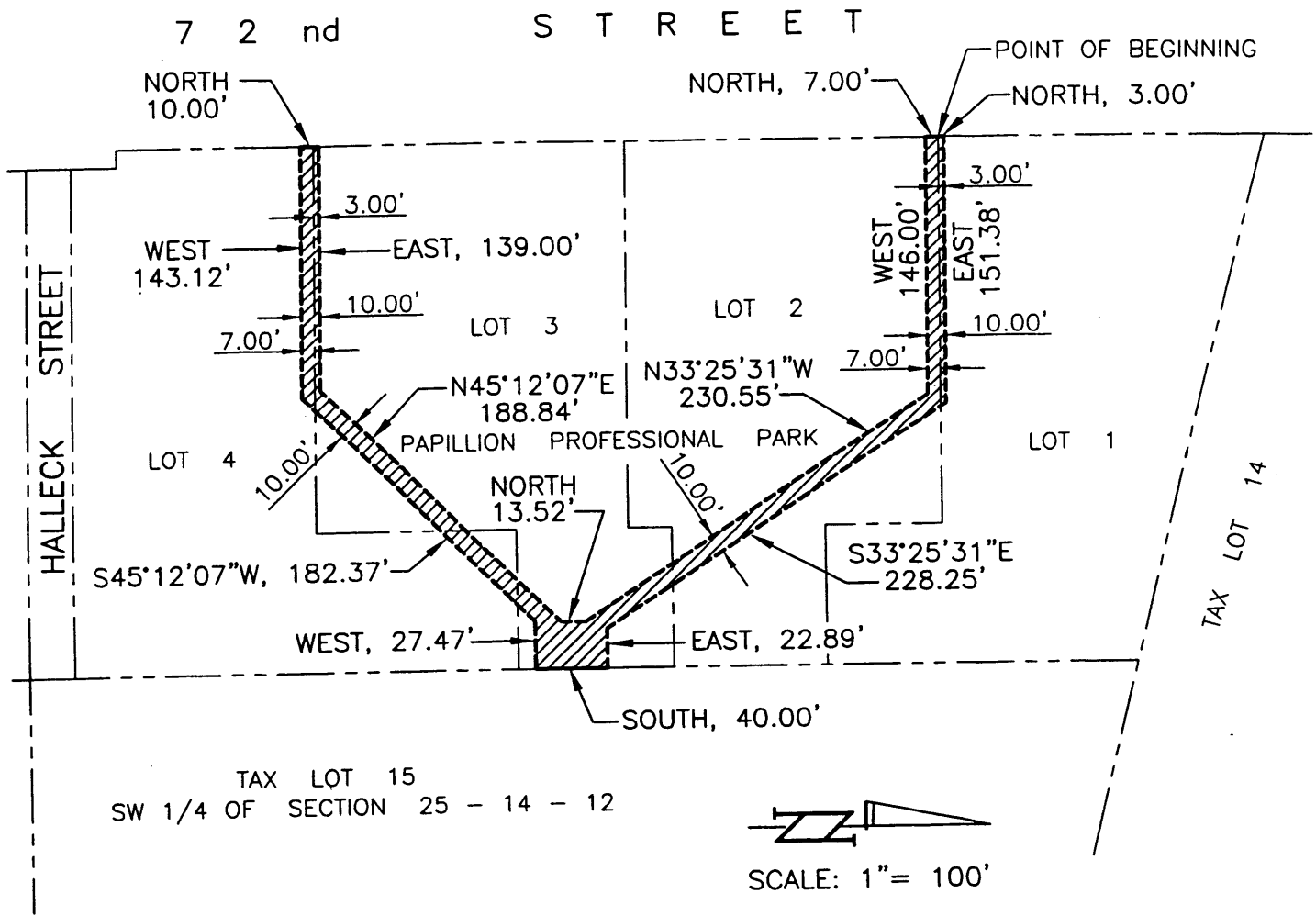
Before me, the undersigned, Notary Public in and for said County and State appeared Cari L. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 1<sup>st</sup> day of July 2002.



*Virginia H. Mullen*  
Notary Public

2002-21165C



### LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2, 3 AND 4, PAPILLION PROFESSIONAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 1; THENCE NORTH (ASSUMED BEARING) 3.00 FEET ON THE WEST LINE OF SAID LOT 1; THENCE EAST 151.38 FEET ON A LINE 3.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE S33°25'31"E 228.25 FEET; THENCE EAST 22.89 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 40.00 FEET ON THE EAST LINE OF SAID LOT 3; THENCE WEST 27.47 FEET; THENCE S45°12'07"W 182.37 FEET; THENCE WEST 143.12 FEET ON A LINE 7.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE WEST LINE THEREOF; THENCE NORTH 10.00 FEET ON THE WEST LINES OF SAID LOTS 4 AND 3; THENCE EAST 139.00 FEET ON A LINE 3.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 3; THENCE N45°12'07"E 188.84 FEET; THENCE NORTH 13.52 FEET ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3; THENCE N33°25'31"W 230.55 FEET; THENCE WEST 146.00 FEET ON A LINE 7.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 TO THE WEST LINE THEREOF; THENCE NORTH 7.00 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

INVESTORS REALTY TD2 FILE NO.: 165-129-E6 DATE: DECEMBER 13, 2001  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT A