

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT RIDGES LIMITED PARTNERSHIP hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of TWO and No/100 Dollars (\$ 2.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 367, Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain and operate a Sanitary Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A", TRACT "A" AND "B"

CASH 2174 BK 1053 R FB 00-32945
TYPE MISC PG 124-136 10 COMP 8 SCAN PD
FEE 40.50 OF MISC LEGALPG 126 MC FV
TRACT B-130

RECEIVED
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REGISTRAR OF DEEDS
DODGE COUNTY, NEB.

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, maintaining or operating said Sewer at the will of the SID. The GRANTOR may, following construction of said Sewer, 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, his or their 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, his heirs, successors 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 and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, 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.
6. 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 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 or have hereunto set his or their hand(s) this 8th day of

October A.D., 1992

RIDGES LIMITED PARTNERSHIP, By
RIDGES CORPORATION, General Partner

Name of Corporation

Corporate Seal

By [Signature] President
Attest [Signature] Secretary

Form C

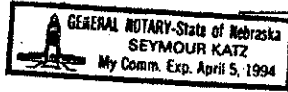
(Acknowledged on reverse side hereof)

LIMITED PARTNERSHIP'S ACKNOWLEDGMENT
BY ITS CORPORATE GENERAL PARTNER

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 6th day of October, 1992, before me, the undersigned, a Notary Public in and for said County, personally came Timothy J. McReynolds, President of Ridges Corporation, to me known to be the President of said Corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed of said Corporation and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Seymour Katz
NOTARY PUBLIC

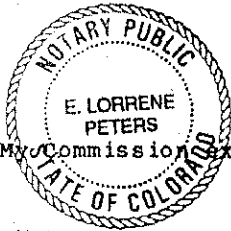
My Commission expires _____

LIMITED PARTNERSHIP'S ACKNOWLEDGMENT
BY ITS CORPORATE GENERAL PARTNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

On this 8 day of October, 1992, before me, the undersigned, a Notary Public in and for said County, personally came Duane Rennels, Secretary of Ridges Corporation, to me known to be the Secretary of said Corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed of said Corporation and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Ft. Collins in said County the day and year last above written.



E. Lorrene Peters
NOTARY PUBLIC

My Commission expires 2-11-94

My Commission Expires
2-11-94

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT
LOT 263, THE RIDGES

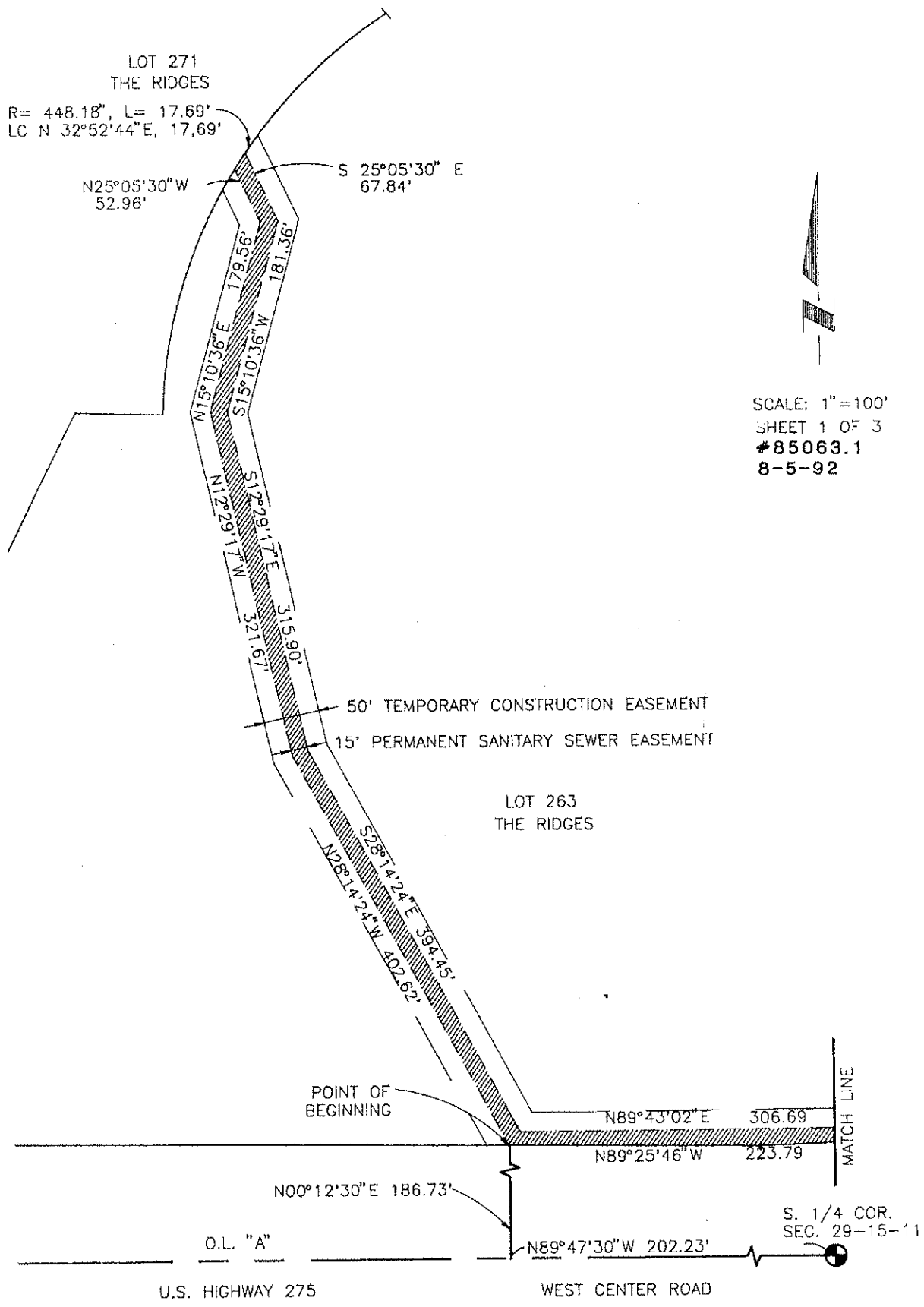
A permanent sanitary sewer easement located in Lot 263, The Ridges, a subdivision located in Section 29, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the south quarter corner of said Section 29; thence N89°47'30"W (assumed bearing), along the south line of said Section 29, a distance of 202.23 feet; thence N00°12'30"E, a distance of 186.73 feet to the Point of Beginning, said point also being on the southerly line of said Lot 263, The Ridges; thence N28°14'24"W, a distance of 402.62 feet; thence N12°29'17"W, a distance of 321.67 feet; thence N15°10'36"E, a distance of 179.56 feet; thence N25°05'30"W, a distance of 52.96 feet to a point on the northerly line of said Lot 263, The Ridges; thence northeasterly along said northerly line of Lot 263, The Ridges, on a curve to the right with a radius of 448.18 feet, a distance of 17.69 feet, said curve having a long chord which bears N32°52'44"E, a distance of 17.69 feet; thence S25°05'30"E, a distance of 67.84 feet; thence S15°10'36"W, a distance of 181.36 feet; thence S12°29'17"E, a distance of 315.90 feet; thence S28°14'24"E, a distance of 394.45 feet; thence N89°43'02"E, a distance of 306.69 feet; thence N87°43'45"E, a distance of 392.37 feet; thence N02°16'15"W, a distance of 232.00 feet; thence N09°58'00"W, a distance of 134.11 feet; thence N41°57'33"E, a distance of 108.75 feet; thence N01°09'37"E, a distance of 218.73 feet; thence N09°08'10"E, a distance of 238.05 feet; thence N44°17'54"W, a distance of 119.77 feet; thence N35°15'08"E, a distance of 274.68 feet; thence N09°00'06"W, a distance of 212.51 feet to a point on the southerly right-of-way line of Lake Ridge Drive; thence northeasterly along said southerly right-of-way line of Lake Ridge Drive, on a curve to the right with a radius of 740.00 feet, a distance of 15.54 feet, said curve having a long chord which bears N65°47'14"E, a distance of 15.54 feet; thence S09°00'06"E, a distance of 222.69 feet; thence S35°15'08"W, a distance of 268.29 feet; thence S44°17'54"E, a distance of 114.83 feet; thence S09°08'10"W, a distance of 244.55 feet; thence S01°09'37"W, a distance of 223.27 feet; thence S41°57'33"W, a distance of 107.02 feet; thence S09°58'00"E, a distance of 127.82 feet; thence S02°16'15"E, a distance of 245.50 feet to a point on said southerly line of Lot 263, The Ridges; thence S87°43'45"W, along said southerly line of Lot 263, The Ridges, a distance of 501.18 feet; thence N89°25'46"W, along said southerly line of Lot 263, The Ridges, a distance of 223.79 feet to the Point of Beginning.

August 5, 1992

Prepared By:
Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska, 68137

PERMANENT SANITARY SEWER EASEMENT
S. I. D. NO. 367
DOUGLAS COUNTY, NEBRASKA



SCALE: 1"=100'
SHEET 1 OF 3
#85063.1
8-5-92

EXHIBIT 'A'

PERMANENT SANITARY SEWER EASEMENT

S. I. D. NO. 367

DOUGLAS COUNTY, NEBRASKA

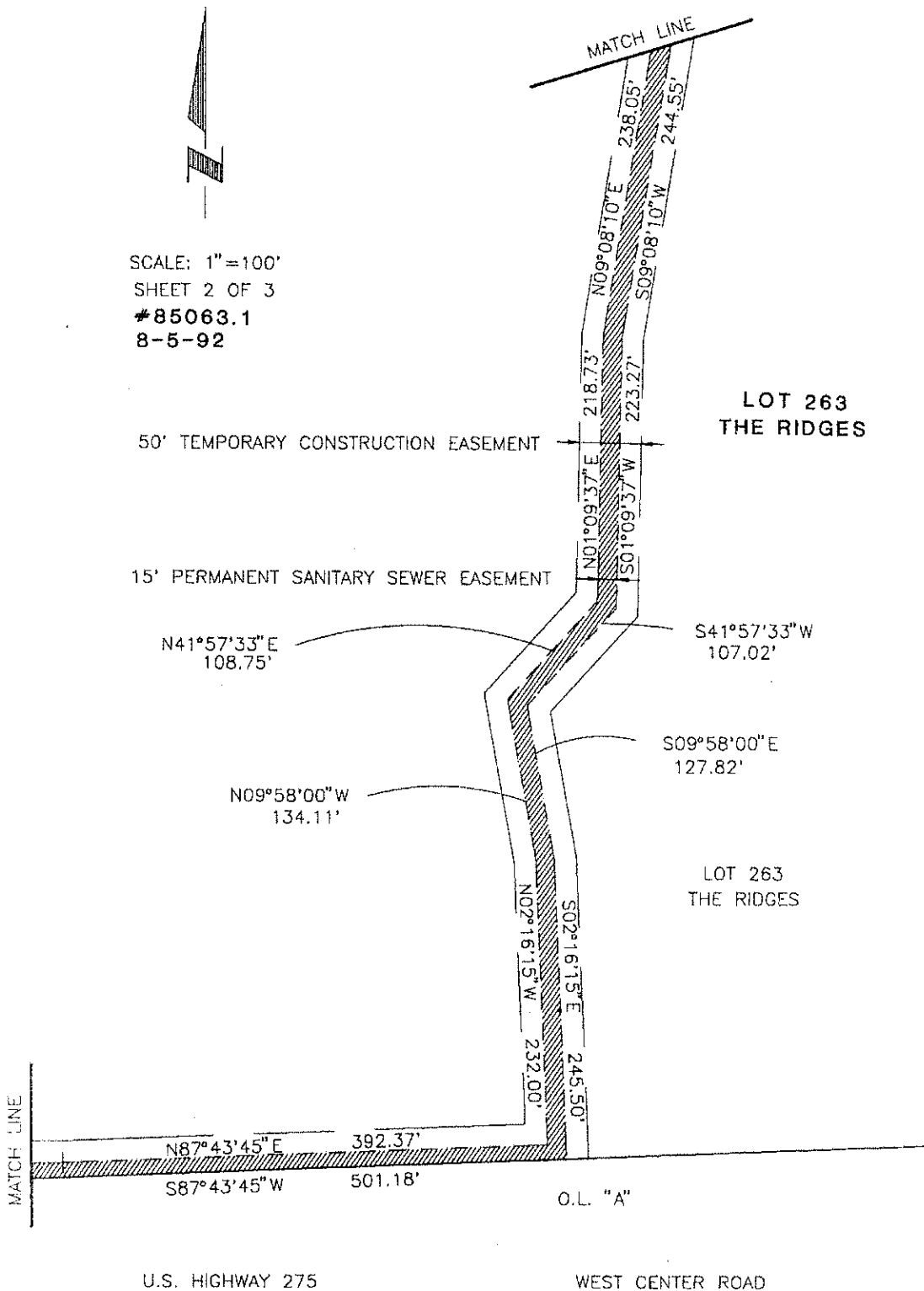


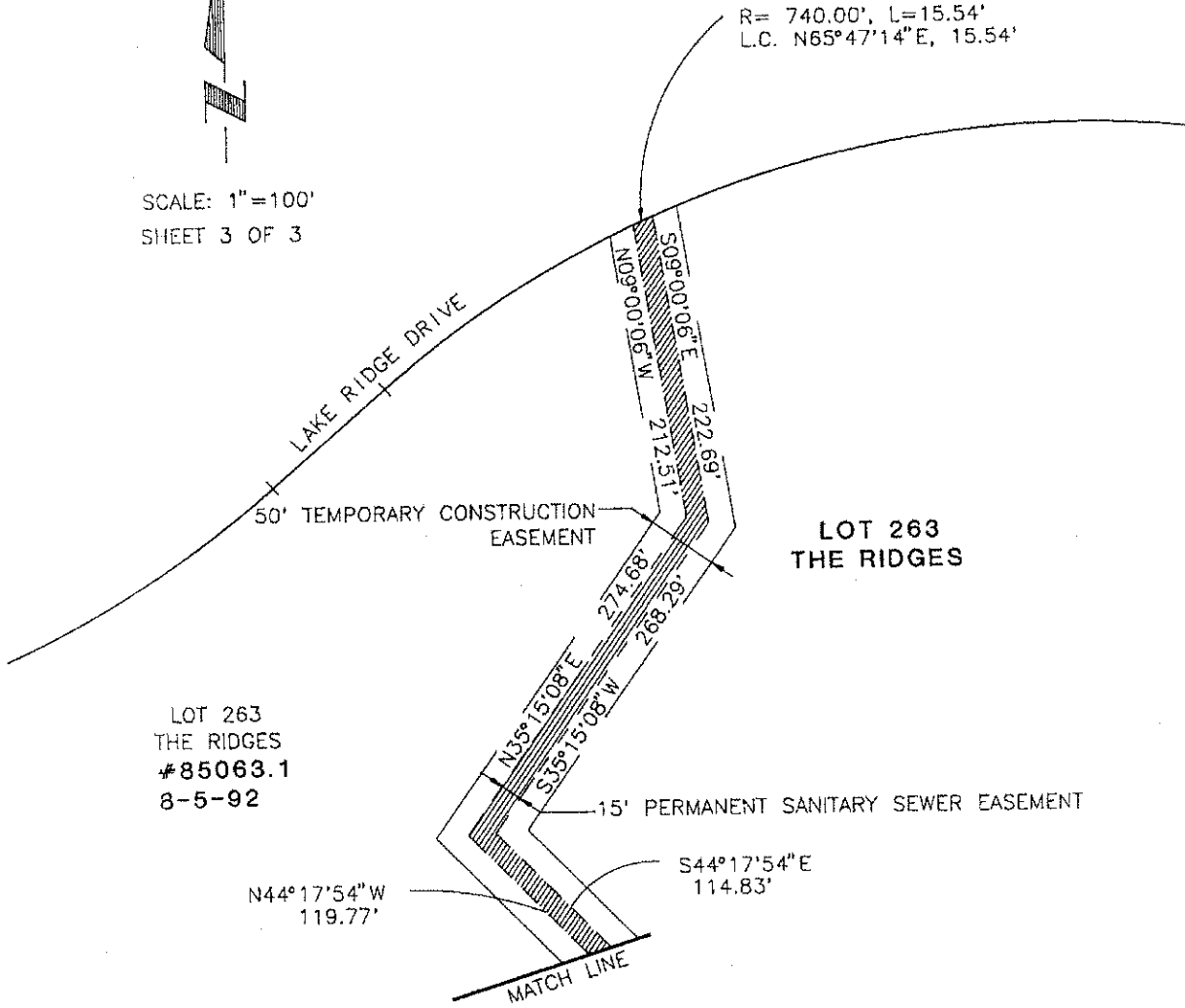
EXHIBIT 'A'

PERMANENT SANITARY SEWER EASEMENT S. I. D. NO. 367 DOUGLAS COUNTY, NEBRASKA



SCALE: 1"=100'
SHEET 3 OF 3

R= 740.00', L=15.54'
L.C. N65°47'14"E, 15.54'



LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT, TRACT 'B'
LOT 263, THE RIDGES

A permanent sanitary sewer easement located in Lot 263, The Ridges, a subdivision located in Section 29, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot 263, The Ridges; thence N26°26'29"E (assumed bearing), along the westerly line of said Lot 263, The Ridges, a distance of 16.67 feet; thence S00°34'14"W, a distance of 15.00 feet to a point on the south line of said Lot 263, The Ridges; thence N89°25'46"W, along said south line of Lot 263, The Ridges, a distance of 7.27 feet to the Point of Beginning.

August 6, 1992

Prepared By:
Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska, 68137

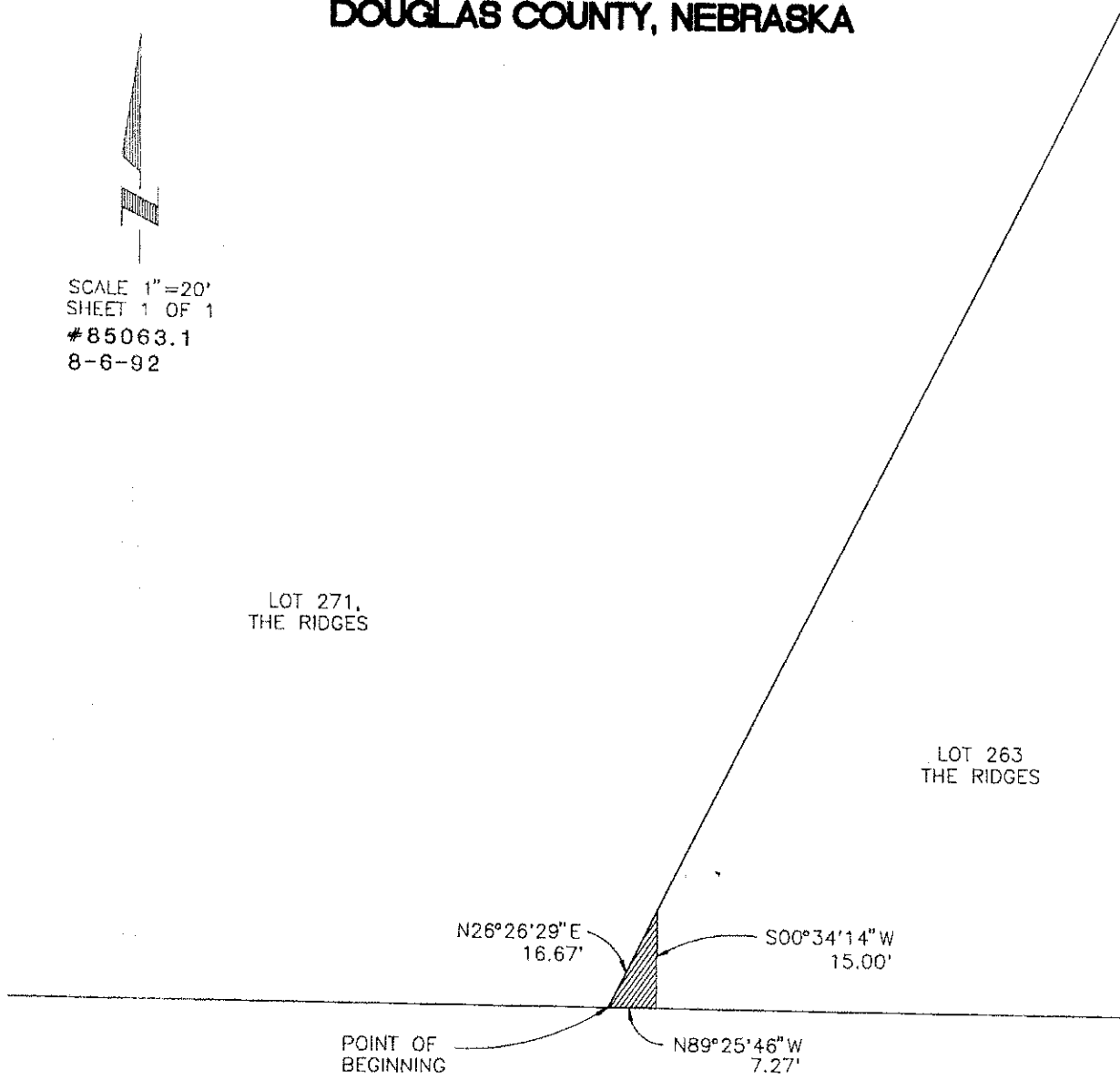
EXHIBIT 'A'
PERMANENT SANITARY SEWER EASEMENT, TRACT 'B'
LOT 263, THE RIDGES
S. I. D. NO. 367
DOUGLAS COUNTY, NEBRASKA



SCALE 1"=20'
SHEET 1 OF 1
#85063.1
8-6-92

LOT 271,
THE RIDGES

LOT 263
THE RIDGES



POINT OF
BEGINNING

N26°26'29\"E
16.67'

S00°34'14\"W
15.00'

N89°25'46\"W
7.27'

OUTLOT 'A', THE RIDGES

PUBLIC WORKS DEPARTMENT
RIGHT-OF-WAY SECTION SUITE 604
OMAHA/DOUGLAS CIVIC CENTER
1819 FARNAM STREET
OMAHA, NEBRASKA 68183