



BK 1402 PG 365-368



MISC 2001 16092

RICHARD H. JANECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 OCT -9 PM 3:40

RECEIVED

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT 192 CENTER STREET, L.L.C., a Nebraska limited liability company, hereinafter referred to as GRANTOR, 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 and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 472 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate sanitary sewers, and appurtenances thereto, in, through and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

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 Improvements at the will of the GRANTEE, its successors and assigns. 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.

South of Subd.

It is further agreed as follows:

That no grading, fill or fill material, embankment work, 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 or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

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, which shall include re-seeding, if applicable, but shall not include replacement of trees.

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

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
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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.

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.

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 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.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 28th day of SEPTEMBER 2001.

GRANTOR:
192 CENTER STREET, L.L.C., a Nebraska limited liability company,

By: John Mabrey
John MABREY, ~~Manager~~ Member

Consented to this 4th day of October 2001.

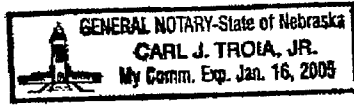
FIRST WESTROADS BANK, INC., Trustee and Beneficiary under that certain Deed of Trust, Assignment of Rents, and UCC Financing Statement filed March 27, 2000,

By: Stephen J. Roberts
Name and Title: President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, Notary Public in and for said County and State appeared John Mabrey, ~~Manager~~ and Member of 192 Center Street, L.L.C., a Nebraska limited liability company, 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 on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 28th day of SEPTEMBER 2001.

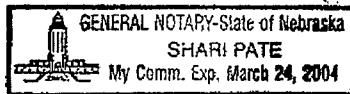


Carl J. Troia, Jr.
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

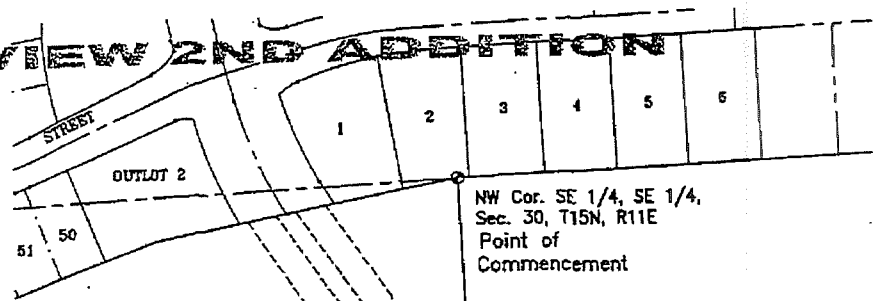
Before me, the undersigned, Notary Public in and for said County and State appeared Stephen F. Robinson, President of First Westroads Bank, Inc., trustee and beneficiary under that certain Deed of Trust, Assignment of Rents and UCC Financing Statement filed March 27, 2000, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said trustee and beneficiary.

WITNESS my hand and Notarial Seal this 4 day of October 2001.



Shari Pate
Notary Public

SHADOW VIEW 2ND ADDITION



LEGAL DESCRIPTION

A permanent twenty foot (20.00') wide strip easement for construction and maintenance of sanitary sewers over that part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said Southeast Quarter of the Southeast Quarter of Section 30 which is also an angle point in the south line of Lot 2, SHADOW VIEW 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 02°36'54" East (bearings referenced to the Final Plat of SHADOW VIEW 2ND ADDITION) for 482.00' feet along the west line of the said Southeast Quarter of Southeast Quarter of Section 30 to the TRUE POINT OF BEGINNING;

Thence South 25°52'13" East for 172.35 feet;
 Thence South 02°36'54" East for 542.45 feet to the north right of way line of West Center Road;
 Thence North 86°35'48" West for 20.11 feet along said north right of way line;

Thence North 02°36'54" West for 536.22 feet;
 Thence North 25°52'13" West for 121.69 feet;
 Thence North 02°36'54" West for 50.65 feet along the west line of the Southeast Quarter of the Southeast Quarter of Section 30 to the Point of Beginning.
 Contains 0.315 acre.

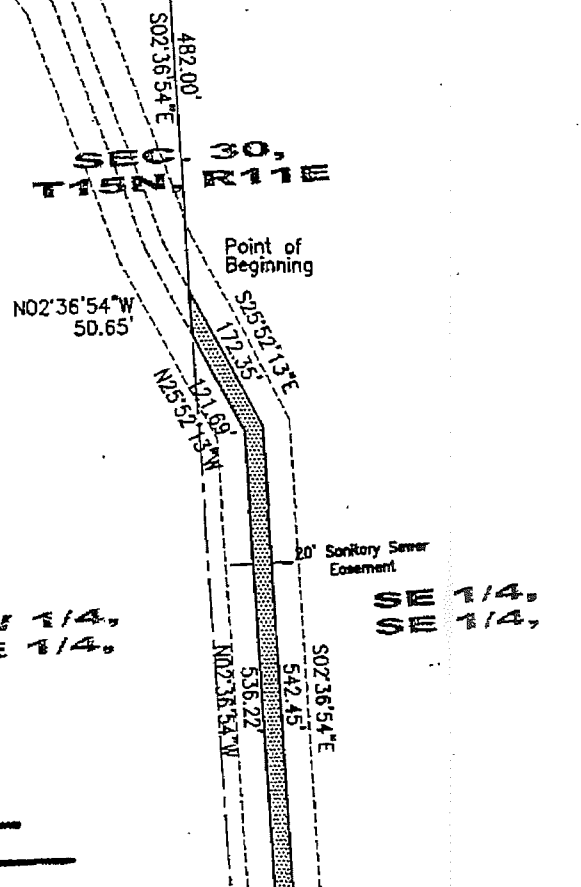


EXHIBIT A
 Page 1 of 1



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lamp, rynearson & associates, inc.
 engineers surveyors planners

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