

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-26897

2005 AUG -1 A 11:11 AM

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER JS C.E. JP
VERIFY CM D.E. JP
PROOF CM
FEES \$ 16.00
CHECK# 149150
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

AFTER RECORDING RETURN TO:

RJR
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C. (RJH)
2120 S 72 ST STE 1250
OMAHA NE 68124

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Standing Stone, LLC**, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 251 OF SARPY COUNTY, NEBRASKA**, a Municipal corporation, (hereinafter referred to as "Grantee"), its successors and assigns (including the City of Gretna upon its annexation of Grantee), a permanent non-exclusive easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described on **Exhibits "A" and "B"** attached hereto and incorporated herein by this reference.

The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee, agrees to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. Grantor reserves the right, following construction of said water line and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. Provided, however, that no building or other structure or improvement shall be built within the permanent easement area by Grantor, their successors or assigns, which will in any way interfere with the scope and purpose of this easement or Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for themselves and their successors and assigns, hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 11th day of July, 2005.

STANDING STONE, LLC

By: *[Signature]* Title: Managing member Date: 7-11-05

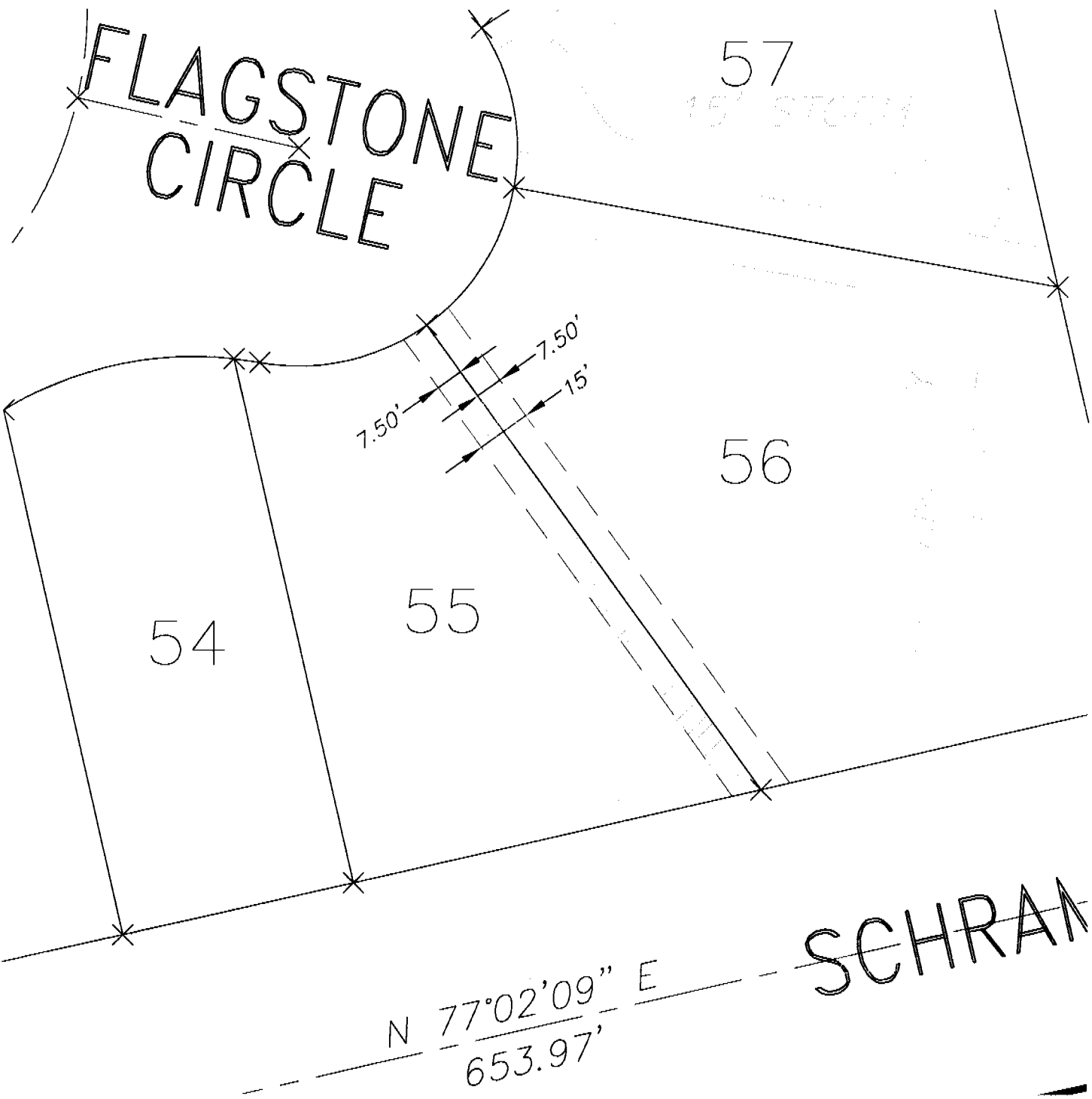
STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 11th day of July, 2005, by Steven Faller, managing member of Standing Stone, LLC, on behalf of the company.

Claudia Davolt
Notary Public



A



EASEMENT DESCRIPTION

THE EAST 7.50 FT. OF LOT 55, STANDING STONE, SARPY COUNTY, NEBRASKA CONTAINING 0.03 ACRES (1,172 SQ. FT.) MORE OR LESS.



SCALE: 1"=40'

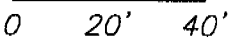
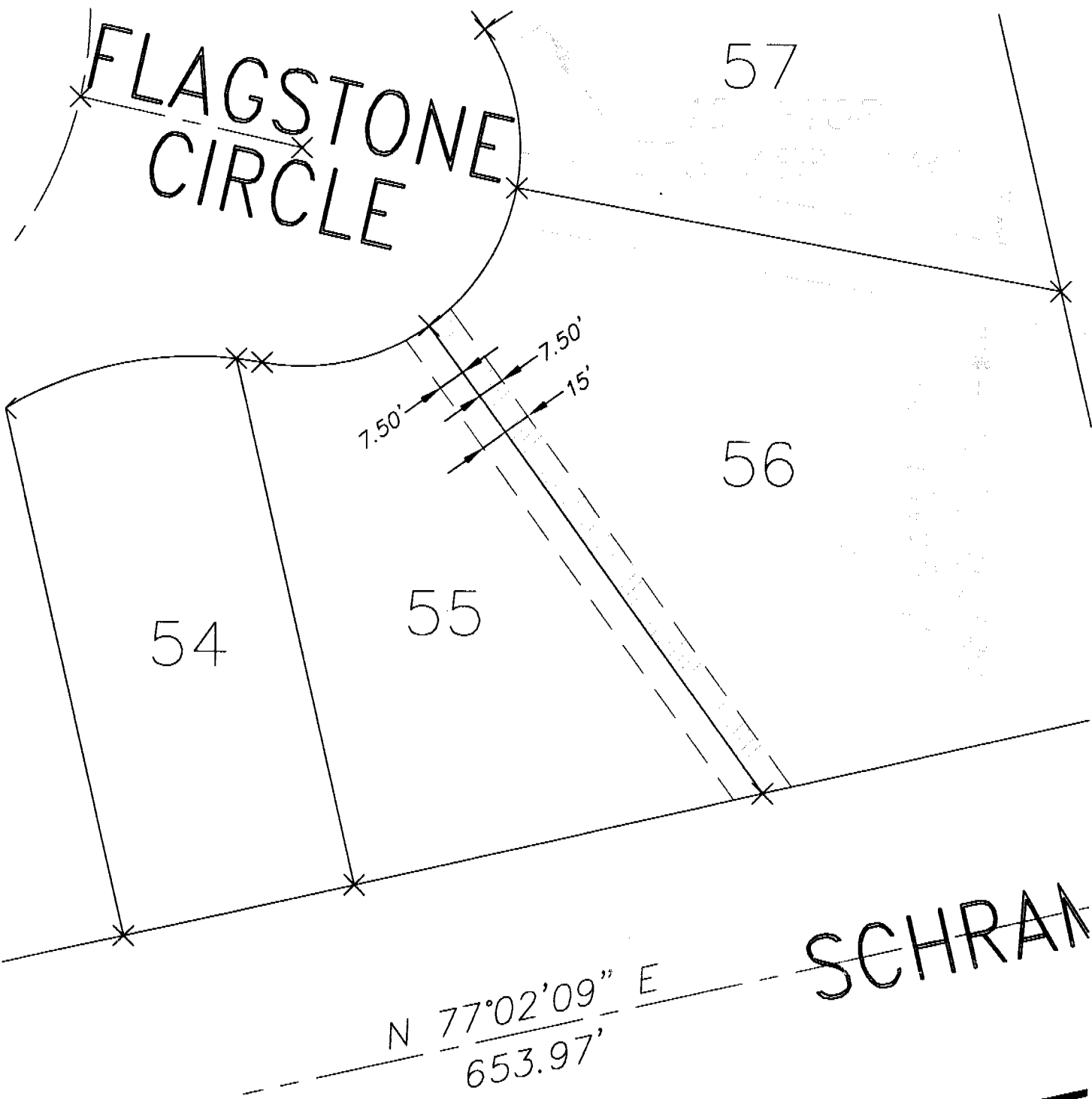


EXHIBIT "A"



EASEMENT DESCRIPTION

THE WEST 7.50 FT. OF LOT 56, STANDING STONE, SARPY COUNTY, NEBRASKA CONTAINING 0.03 ACRES (1,196 SQ. FT.) MORE OR LESS.



SCALE: 1"=40'

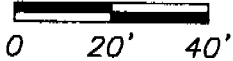


EXHIBIT "B"