

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Summerwood Joint Venture, hereinafter referred to as GRANTOR, for and inconsideration of the sum of -0-, and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY & IMPROVEMENT DISTRICT NO. 321 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to his successors and assigns, an easement for the right to construct, maintain or operate a storm sewer and appurtenances thereto in, through, and under the parcel of land described as follows, to-wit:

A strip of land 5 feet in width adjoining the southwesterly line of Lot 198, SUMMERWOOD, along the line common to Lot 198 and Lot 36, SUMMERWOOD.

BK 828 N 90-223MA CJO FEE 12.50  
282-283 N 90/205 DEL N MC  
OF [Signature] COMP [Signature] F/B M. 37330

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1987 OCT -5 PM 12: 48  
GEORGE J. BURNIEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

17340 m/h

TO HAVE AND TO HOLD unto said GRANTEE, his successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing said sewer at the will of the GRANTEE. The GRANTOR for himself or themselves and his or their successors, heirs, executors, and administrators shall, following construction of said sewer, have the right of connection to said storm sewer for the purpose of lot and roof drainage, and may 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.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no buildings, improvements, or other structures shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns. Improvements which may be constructed by the GRANTOR 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 or their heirs, successors, or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising his rights of construction of said storm sewer, except that damage to or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. That GRANTEE 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 GRANTEE or GRANTOR, 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 GRANTEE and his 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 GRANTEE and his assigns against the lawful claims and demands of all persons. This easement runs with the land.
- ~~5. That said GRANTOR for himself or themselves and his or their successors, heirs, executors, and administrators shall, after completion of the construction of said sewer, maintain same in operating condition, and cause to repair and/or replace said sewer in the event that it may become necessary.~~
6. That said easement is granted upon the condition that the GRANTEE will 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 other different agreements or understanding, except a Temporary Construction Easement if and as applicable between the GRANTOR and the GRANTEE or his agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or his 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 4th day of May, 1987.

*[Handwritten signature]*

STATE OF NEBRASKA)
) ss
COUNTY OF )

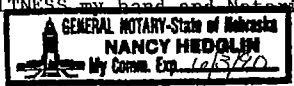
Summerwood Joint Venture
Allen Young Land Co., Joint Venture
General Partner

On this 4th day of May, 1987, before me a Notary Public, in and for said County, personally came the above named:

John C. Allen, President, Allen, Young Land Co.

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument, and acknowledged the instrument to be his, (her, their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



*[Handwritten signature]* Notary Public

My Commission expires 6/7/90

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this \_\_\_ day of \_\_\_, 198\_\_.

(Corporate Seal) By \_\_\_\_\_ President

Attest \_\_\_\_\_ Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF )

On this \_\_\_ day of \_\_\_, 198\_\_, before me, the undersigned, a Notary Public in and for said county, personally came

\_\_\_\_\_, President of \_\_\_\_\_

a \_\_\_\_\_ corporation, and \_\_\_\_\_, Secretary of said corporation, to me personally known to be the President and Secretary, respectively, of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the 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.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_