

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98-028794

98 OCT 13 PM 2: 03

Sharon J. Dowling

REGISTER OF DEEDS

98-28794

Counter SK

Verify DJ

D.E. ae

Proof h

Fee \$ 20.50

Chk Cash Chg

[This Space Above Line is for Recording Data]

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PORTAL, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 sanitary sewer at the will of the Grantee. 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.

It is further agreed as follows:

1. That no 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 or assigns.

2. 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.

3. 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 assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition,

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98-28194A

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.

4. 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.

5. 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 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 said Grantor hereunto set its hand this 30th day of September, 1998.

GRANTOR:

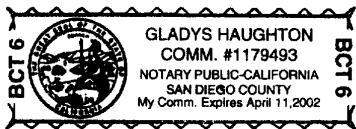
PORTAL, L.L.C., a Nebraska limited liability company,

By: Portal LLC
Name: Maryon D. Hoffman, Mgr.
Title: Maryon D. Hoffman, Mgr.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

Before me, the undersigned, Notary Public in and for said County and State appeared Maryon D. Hoffman, MANAGER of Portal, 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 30th day of September, 1998.



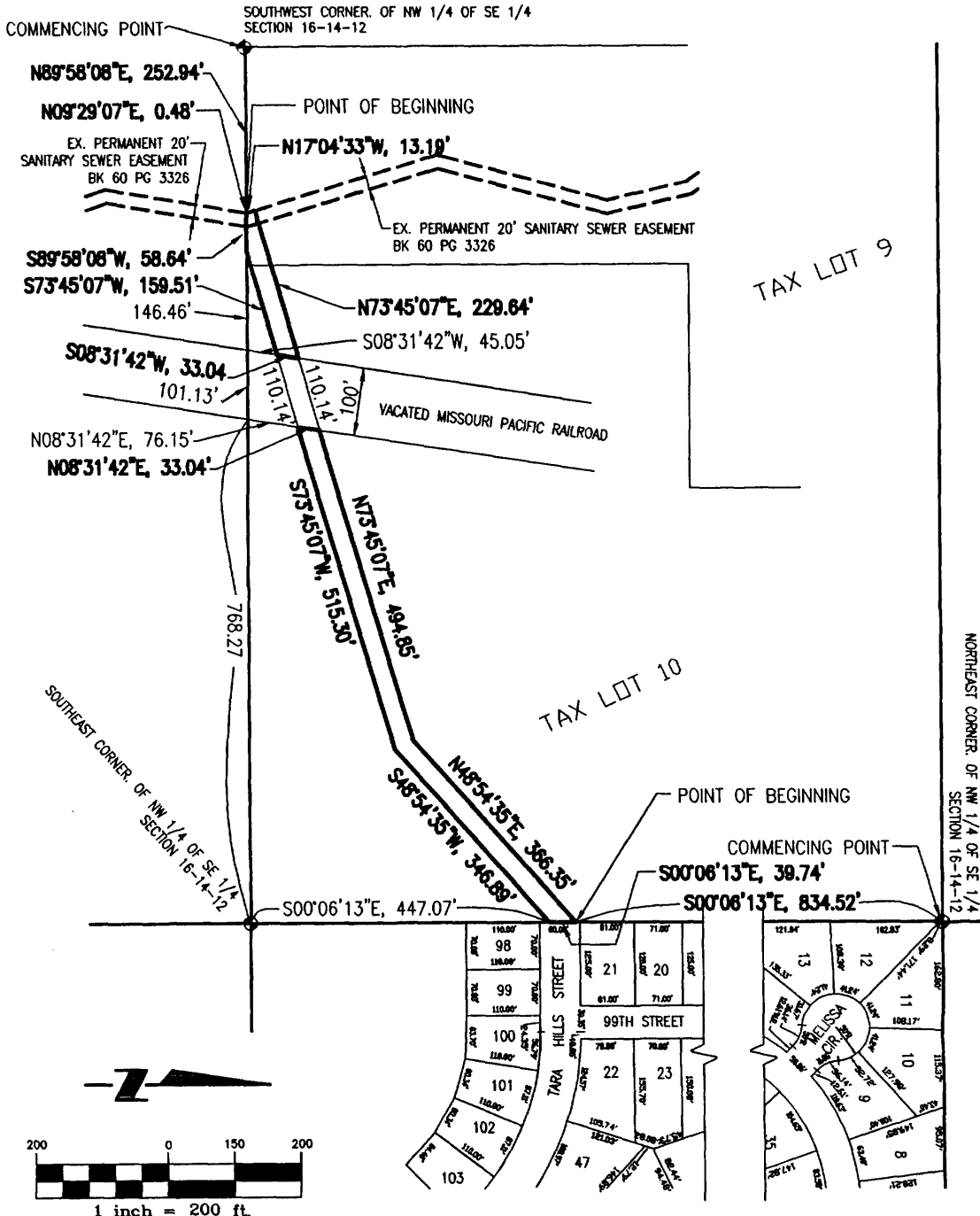
Gladys Haughton
Notary Public

Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

98-23744B

EXHIBIT A PERMANENT SANITARY SEWER EASEMENT

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION



98-28744C

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT

A Permanent Sanitary Sewer Easement located in the Tax Lot 10, a Tax Lot located in the NW 1/4 of the SE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NW 1/4 of the SE 1/4 of Section 16, said point also being the Northeast corner of said Tax Lot 10; thence S00°06'13"E (assumed bearing) along the East line of said NW 1/4 of the SE 1/4 of Section 16, said line also being the East line of said Tax Lot 10, a distance of 834.52 feet to the Point of Beginning; thence continuing S00°06'13"E along said East line of the NW 1/4 of the SE 1/4 of Section 16, said line also being said East line of Tax Lot 10, a distance of 39.74 feet; thence S48°54'35"W, a distance of 346.89 feet; thence S73°45'07"W, a distance of 515.30 feet to a point on the Easterly right-of-way line of the vacated Missouri Pacific Railroad; thence N08°31'42"E along said Easterly right-of-way line of the vacated Missouri Pacific Railroad, a distance of 33.04 feet; thence N73°45'07"E, a distance of 494.85 feet; thence N48°54'35"E, a distance of 366.35 feet to the Point of Beginning.

And also together with

A Permanent Sanitary Sewer Easement located in Tax Lots 9 and 10, Tax Lots located in the NW 1/4 of the SE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said NW 1/4 of the SE 1/4 of Section 16, said point also being the Southwest corner of said Tax Lot 9; thence N89°58'08"E (assumed bearing) along the South line of said NW 1/4 of the SE 1/4 of Section 16, said line also being the South line of Tax Lot 9, a distance of 252.94 feet to the Point of Beginning; thence N09°29'07"E, a distance of 0.48 feet; thence N17°04'33"W, a distance of 13.19 feet; thence N73°45'07"E, a distance of 229.64 feet to a point on the Westerly right-of-way line of the vacated Missouri Pacific Railroad; thence S08°31'42"W along said Westerly right-of-way line of the vacated Missouri Pacific Railroad, a distance of 33.04 feet; thence S73°45'07"W, a distance of 159.51 feet to a point on said South line of the NW 1/4 of the SE 1/4 of Section 16, said line also being said South line of Tax Lot 9; thence S89°58'08"W along said South line of the NW 1/4 of the SE 1/4 of Section 16, said line also being said South line of Tax Lot 9, a distance of 58.64 feet to the Point of Beginning.

Said Permanent Sanitary Sewer Easements contain an area of 32,068 square feet or 0.736 acres, more or less.

#97054_{sw}
7/24/98

E&A CONSULTING GROUP
12001 "Q" STREET
OMAHA, NE 68137
