

97-10715

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
 97-010715
 97 JUN -2 AM 9:28
 REGISTER OF DEEDS

Counter: 2
 Verify: lv
 D.E.: 07
 Proof: 1
 Fee: 11.00
 Ck
 Cash
 Charge

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT East Construction Inc., a Nebraska corporation, hereinafter referred to as GRANTOR, (whether one or more), 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 the Sanitary and Improvement District No. 110 of Sarpy County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, a permanent 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: All of the Westerly 10.00 feet of Lots 1 and 7, Village Green, a subdivision located in Section 10, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, which easement is shown on the attached Exhibit "A".

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 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 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 19 day of May, 1997.

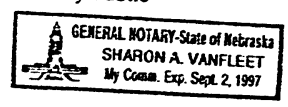
GRANTOR: EAST CONSTRUCTION, INC.

By: Floyd D. East
 Floyd D. East, President

STATE OF NEBRASKA)
) ss
 COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 19 day of May, 1997 by Floyd L. East, President of East Construction, Inc., a Nebraska corporation, on behalf of the corporation.

Sharon A. Van Fleet
 Notary Public



After recording the original document, please return to:

Walsh, Fullenkamp & Doyle
 11440 West Center Road
 Omaha, Nebraska 68144-4482
 Daniel D. Walsh

010715

97-10715A

**LEGAL DESCRIPTION
PERMANENT 10' WIDE SANITARY SEWER EASEMENT**

**ALL OF THE WESTERLY 10.00 FEET OF LOTS 1 THRU 11 INCLUSIVE, VILLAGE GREEN,
A SUBDIVISION LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST
OF THE 6th P.M., SARPY COUNTY, NEBRASKA.**

