



BK 1365 PG 128-133



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RECORDS & CLERK  
OFFICE OF DEEDS  
DOUGLAS COUNTY, NE

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RECEIVED

**PERMANENT SANITARY SEWER AND WATER LINE  
EASEMENT**

THIS INDENTURE made this 8<sup>th</sup> day of January, 2001, between Century Development Company, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Grantor", and Sanitary and Improvement District No. 453 of Douglas County, Nebraska, hereinafter referred to as "Grantee",

**WITNESSETH:**

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantee, and its successors and assigns, an easement and right-of-way to construct, lay, maintain, operate, repair, remove and reconstruct, at any time, sanitary sewer lines and mains and appurtenances thereto, and water lines and mains and appurtenances thereto, for the transportation of water waste water through the sanitary sewer lines and mains, and water through the water lines and mains, together with the right of ingress and egress to and from the same, on, over, under and through the real property described as follows:

PERMANENT EASEMENT

The following tracts in West Shores, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the legal descriptions of the easement areas (hereinafter the "Easement Area").

TO HAVE AND TO HOLD said Easement unto the said Grantee, and its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Easement Area any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantee, however, notwithstanding the foregoing, the Grantor, and its successors and assigns, shall be permitted to install hard surfaced driveways and parking areas, trees, grass, sod, bushes and landscaping within the Easement Areas.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. The Grantee shall be the owner of the sanitary sewer lines and mains and appurtenances, and the water lines and mains and appurtenances, installed within the Easement Area, and nothing herein shall be construed to waive any right of Grantee or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to the sanitary sewer lines and mains, and water lines and mains constructed and maintained hereunder.

Return to: James E. Lang, 11306 Davenport Street, Omaha, NE 68154

*Misc*  
*6*  
*295*

FEE	<u>177.50</u>	FB	
BKP		C/O	COMP
DEL	SCAN	<u>28</u>	FV

4. The Grantor is a lawful possessor of the real estate described herein; has good, right, and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the company.

IN WITNESS WHEREOF, Grantor causes this Permanent Sanitary Sewer and Water Line Easement and Right-of-Way to be signed on the above date.

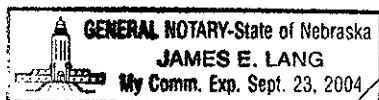
CENTURY DEVELOPMENT COMPANY, L.L.C.,  
a Nebraska limited liability company

By: F & J Enterprises, Inc.,  
a Nebraska corporation,  
the sole Member

By: Frank R. Krejci  
Frank R. Krejci, President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

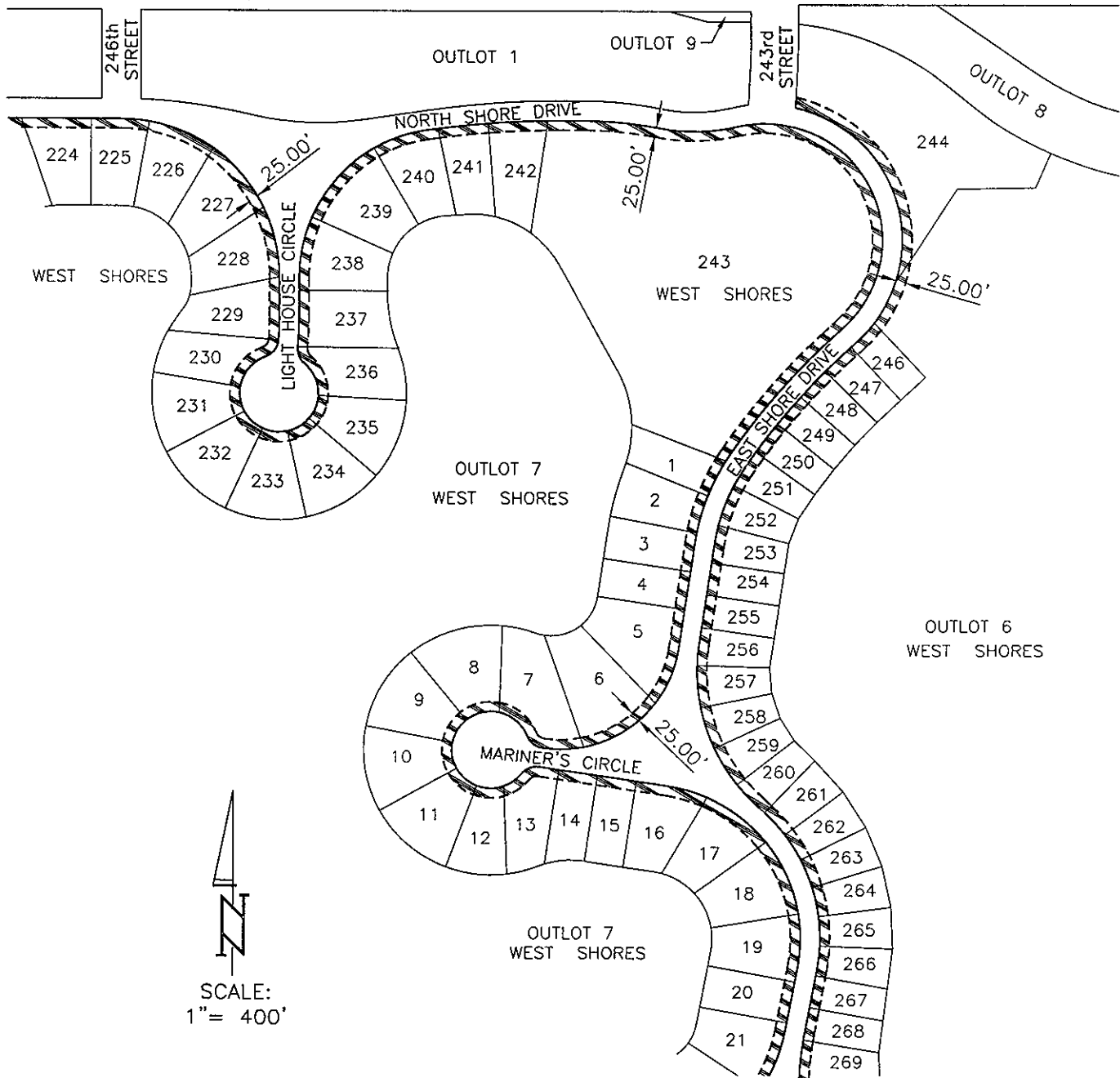
This instrument was acknowledged before me on January 8, 2001, by Frank R. Krejci, President of F & J Enterprises, Inc., a Nebraska corporation, the sole member of Century Development Company, L.L.C., a Nebraska limited liability company, and acknowledged same to be the voluntary act and deed of said company.



James E. Lang  
Notary Public

NORTH 1/4 CORNER OF SECTION 21, T15, R10E,  
OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

WEST DODGE ROAD



### LEGAL DESCRIPTION

THE FRONT TWENTY FIVE FEET OF LOTS 1 THRU 244, INCLUSIVE AND LOTS 246 THRU 294, INCLUSIVE, TOGETHER WITH THE FRONT TWENTY FIVE FEET OF OUTLOTS 5 AND 6 ABUTTING EAST SHORE DRIVE, ALL IN WEST SHORES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

### EXHIBIT "A" SHEET 1 OF 4

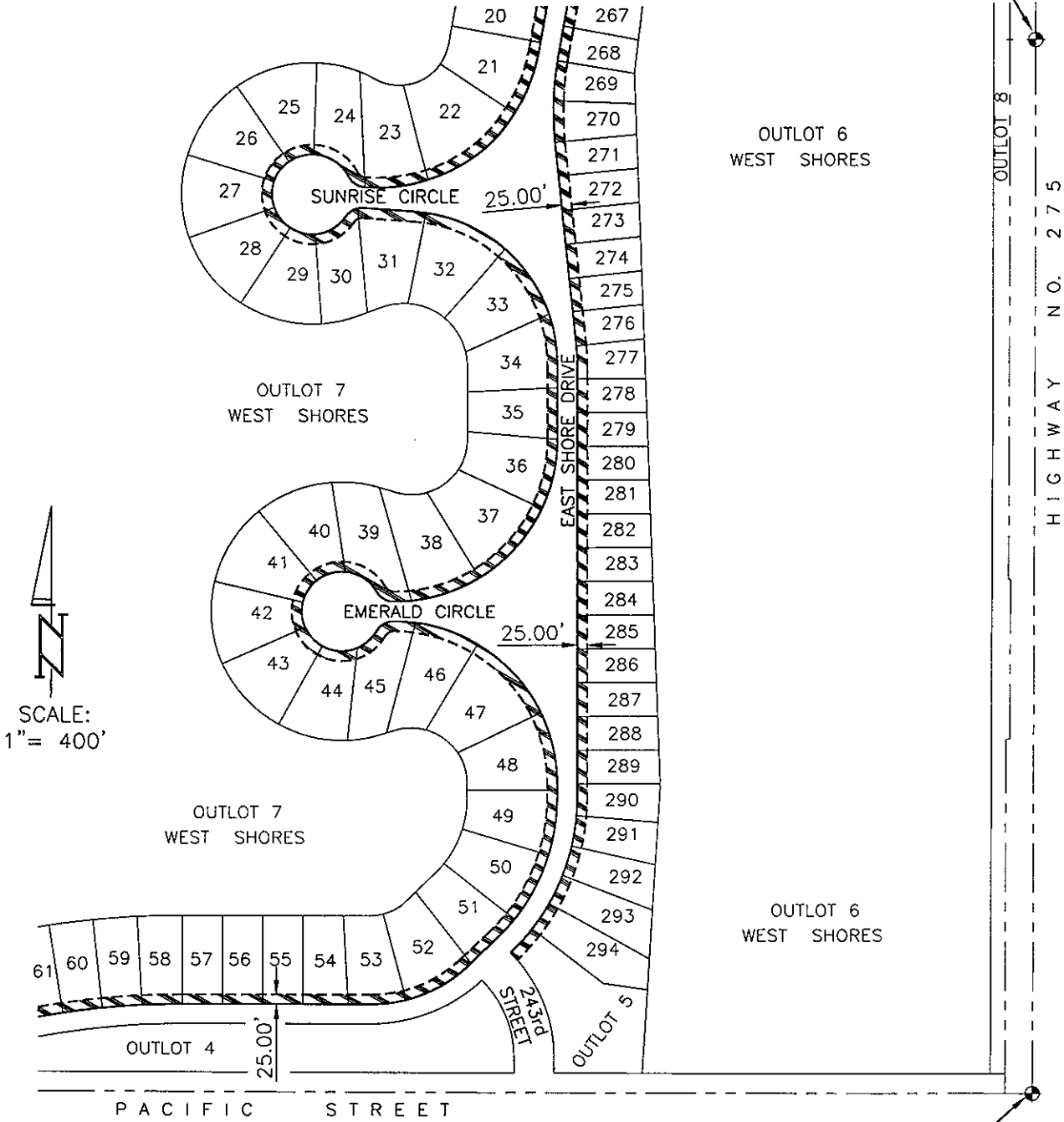
CENTURY DEVELOPMENT CO.

TD2 FILE NO.: 169-133-EX2

DATE: DECEMBER 13, 2000

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EAST 1/4 CORNER OF SECTION 21, T15, R10E,  
OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

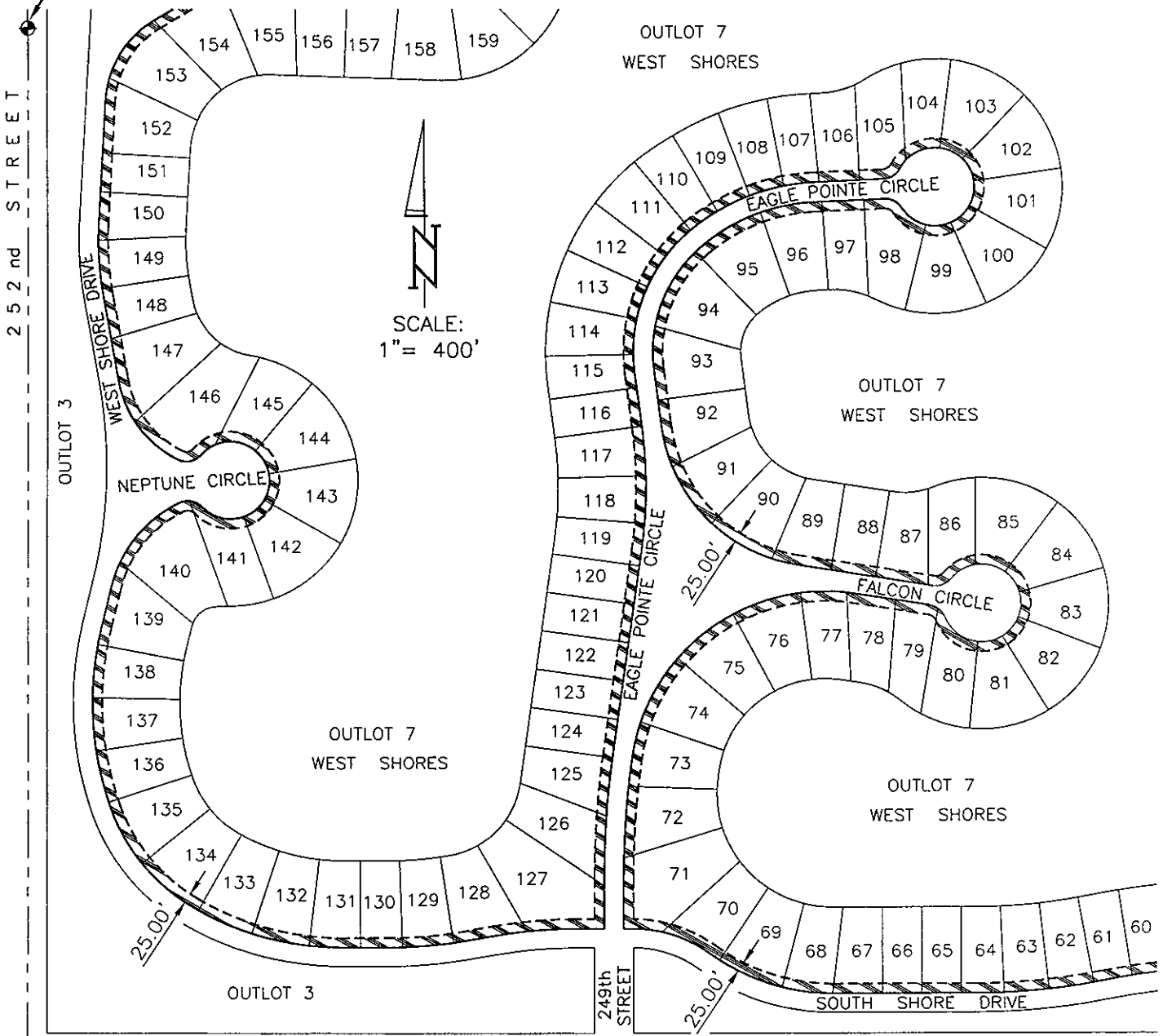


SCALE:  
1" = 400'

SE CORNER OF SECTION 21, T15, R10E, OF  
THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

### EXHIBIT "A" SHEET 2 OF 4

WEST 1/4 CORNER OF SECTION 21, T15, R10E,  
OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



SW CORNER OF SECTION 21, T15, R10E, OF  
THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

SOUTH 1/4 CORNER OF SECTION  
21, T15, R10E, OF THE 6th P.M.,  
DOUGLAS COUNTY, NEBRASKA.

# EXHIBIT "A"

## SHEET 3 OF 4

NW CORNER OF SECTION 21, T15, R10E, OF  
THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

WEST DODGE ROAD

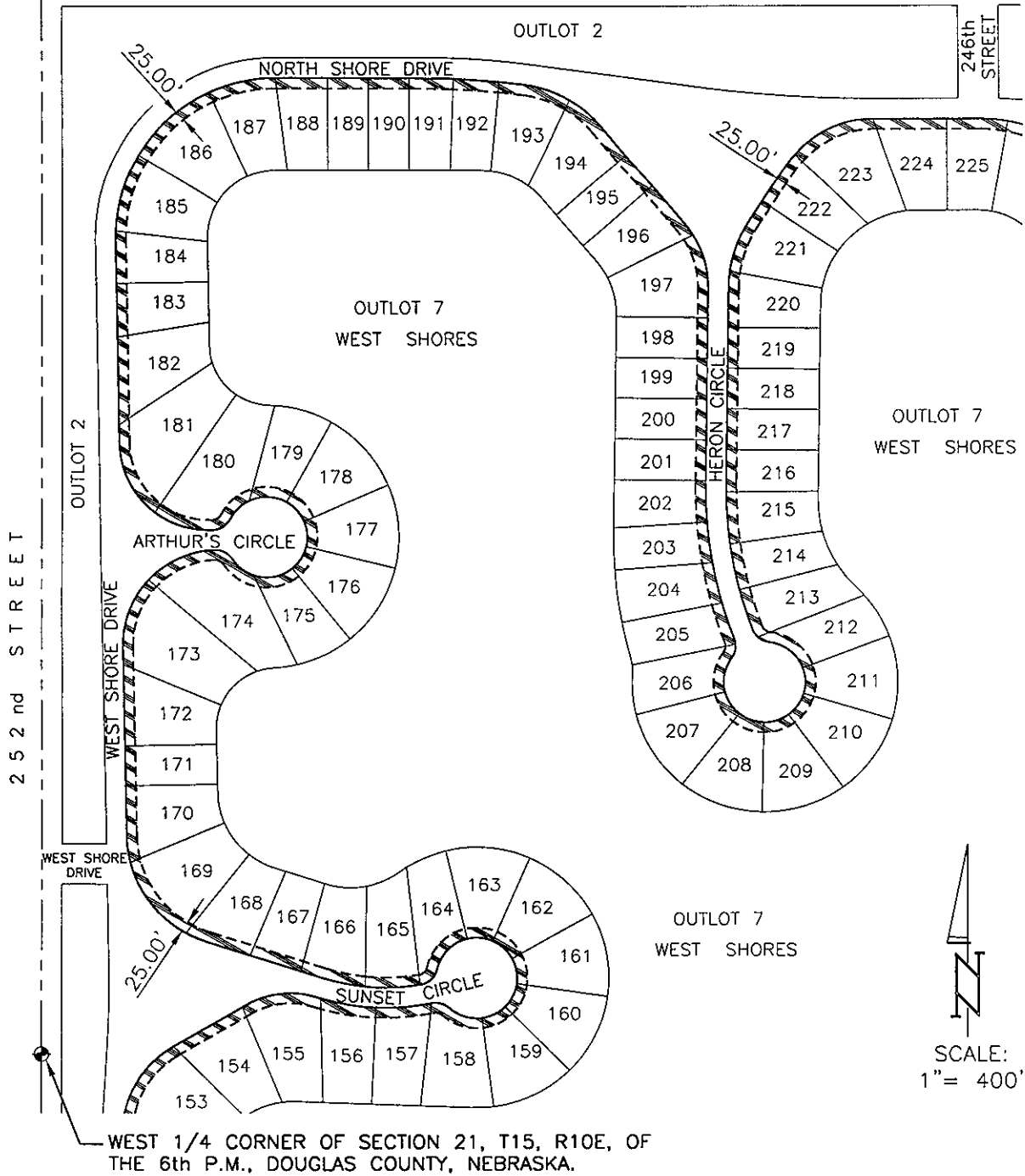


EXHIBIT "A"  
SHEET 4 OF 4