

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT K.C.B. CORP.
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of _____ Dollars (\$ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 324, Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain and operate a _____ Storm Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Attached Exhibit "A" & "B"

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 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 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, except a Temporary Construction Easement if and as applicable, 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 _____ day of _____ A.D., 1984.

K.C.B. CORP.



Name of Corporation

Corporate Seal

By _____

President

Attest _____

Secretary

(Acknowledged on reverse side hereof)

STATE OF

COUNTY

On the _____ day of _____, 19____, came the _____

who is (a) _____ instrument stated.

WIT

My Comm

STATE

COUNT

On the _____ day of _____, 19____, came the _____

a _____ to me persons respectively Corpora

WIT

My Cor

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this ____ day of _____, 19____, before me a Notary Public, in and for said County, personally came the above named: _____

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.

NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

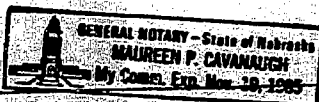
On this 22nd day of July, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Bernard Pooder President of a KCR Corporation, and _____ Secretary of said Corporation.

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.

Maureen P. Cavanaugh
NOTARY PUBLIC

My Commission expires _____



President

Secretary

PERMANENT SEWER & DRAINAGE EASEMENT

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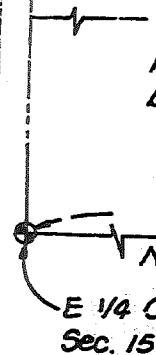
A tract of land being part of the East 1/2 of the NE 1/4 of Section 15, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 15; thence N00°00'07"E (assumed bearing), along the East line of said NE 1/4 of Section 15, a distance of 565.11 feet; thence N89°59'53"W, a distance of 54.38 feet to a point on the West right-of-way line of 156th Street, said point also being the Point of Beginning; thence continuing N89°59'53"W, a distance of 110.62 feet to a point on the proposed East right-of-way line of 156th Avenue; thence N00°00'07"E along said proposed East right-of-way line of 156th Avenue, a distance of 10.00 feet; thence S89°59'53"E, a distance of 111.36 feet to a point on said West right-of-way line of 156th Street, thence S04°17'15"W along said West right-of-way line of 156th Street a distance of 10.03 feet to the Point of Beginning.

Said tract of land contains an area of 0.0255 acres, more or less.

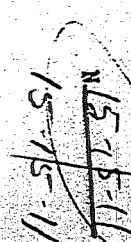
WINI
(PI)

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E 1/4 C
Sec. 15

EXHIBIT "A"



N 1/2 Sec. 15

EXHIBIT "B"

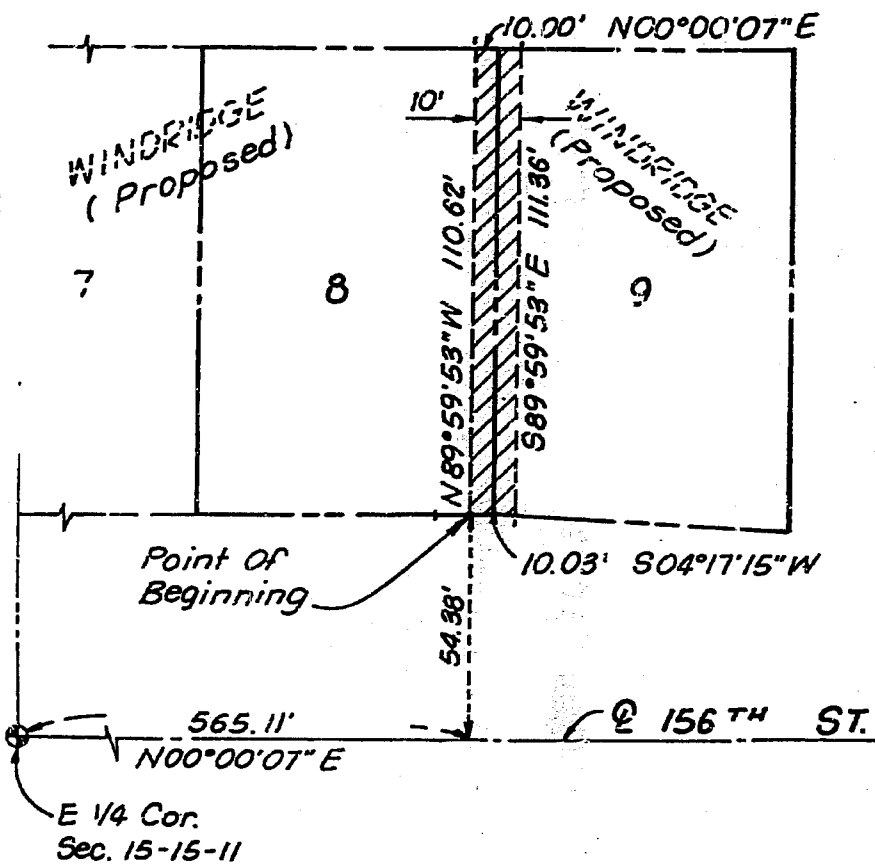
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SEWER AND DRAINAGE EASEMENT

DOUGLAS COUNTY, NEBRASKA

Scale: 1"=40'

156TH AVE. (Proposed)



C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1984 JUL 30 PM 2:14

RECEIVED

53 Wm

#84015

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