

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-26297

2005 JUL 27 A 11:13 3

Glenn J. Lewis
REGISTER OF DEEDS

COUNTER SM C.E. P
VERIFY SM D.E. P
PROOF SM
FEES \$ 21.00
CHECK# 22087
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That ORCHARD VALLEY, 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 of which is hereby acknowledged, does hereby grant and convey unto the SANITARY & IMPROVEMENT DISTRICT NO. 269 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "SID", and to its successors and assigns, an easement for the right to construct, maintain and operate the sanitary sewers, and appurtenances thereto, in, through and under the parcel of land described as follows:

See Exhibits A and B attached

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 and maintaining or operating said sewer at the will of the SID. That 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 or their successor 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 except a tree on the northeast corner of said property.
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 work.
4. That said GRANTOR for himself or themselves and his or their successors and assigns, do confirm with the said SID and its assigns, that he or they, the GRANTOR is well seized in fee of the above-described property and that he or they 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 successors and assigns, 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.

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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 executed this easement this 22 day of July, 2005.

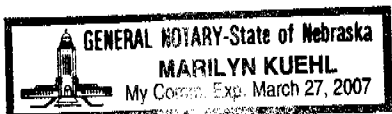
ORCHARD VALLEY, INC., a Nebraska corporation

By: *Melvin Sudbeck*
Its President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

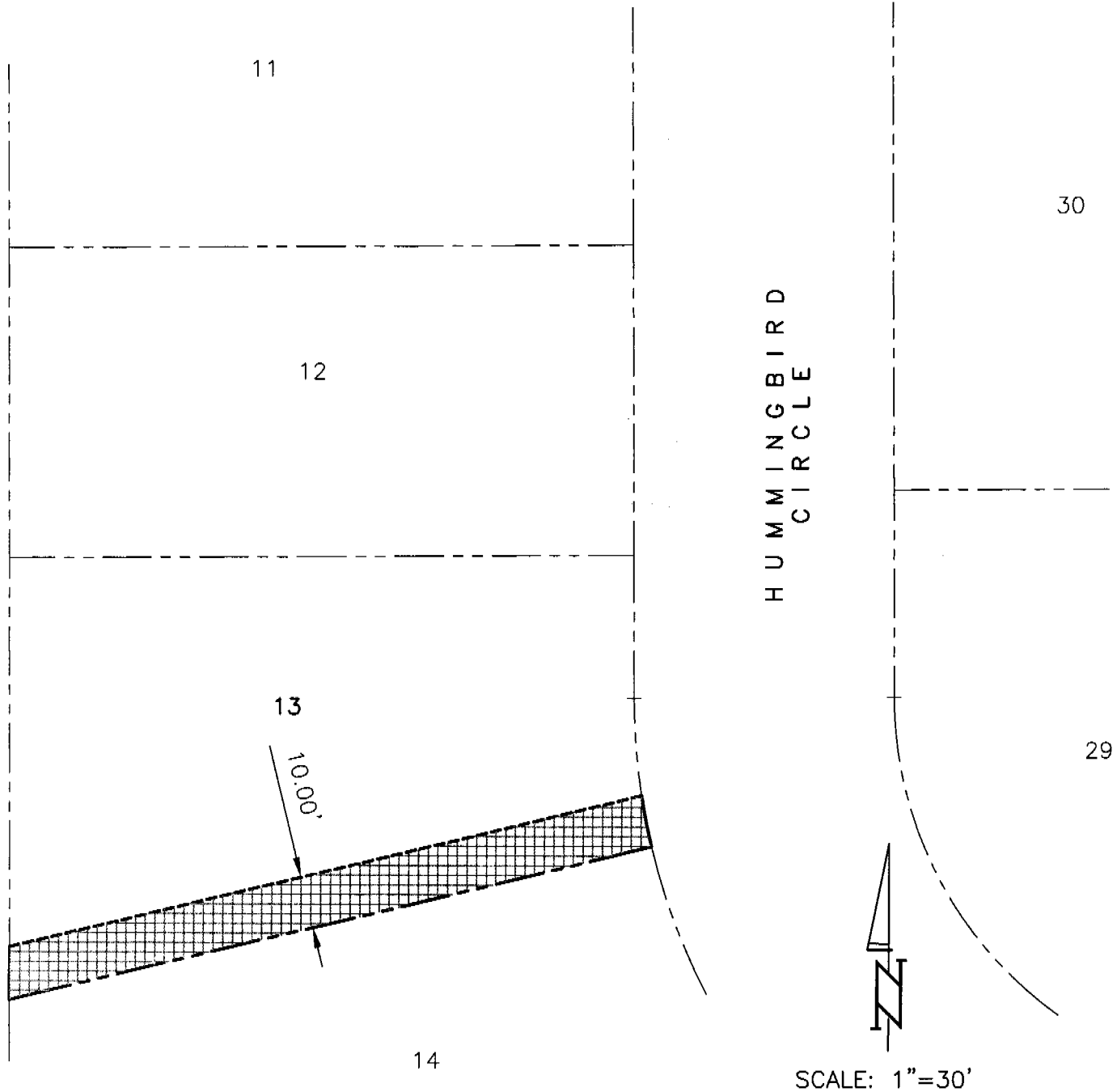
On this 22nd day of July 2005, before me, a Notary Public in and for said County and State, personally appeared Melvin Sudbeck, President of Orchard Valley, Inc., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.



Marilyn Kuehl
Notary Public

B



LEGAL DESCRIPTION

THE SOUTHERLY 10.00 FEET IN WIDTH OF LOT 13, ORCHARD VALLEY, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

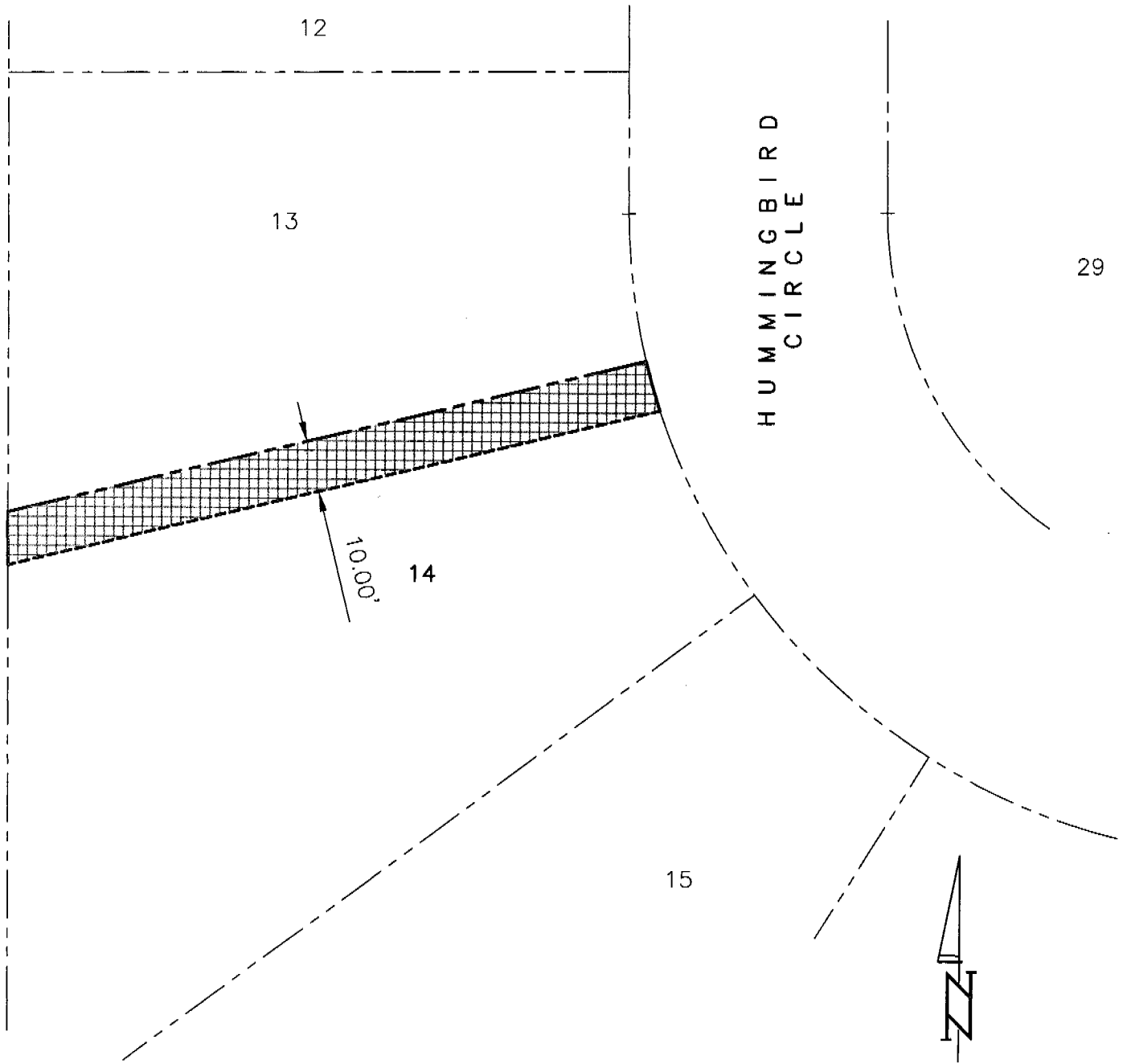
MELVIN SUDBECK

TD2 FILE NO.: 1056-131-EASED

DATE: FEB. 14, 2005

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

2005 26297C



LEGAL DESCRIPTION

SCALE: 1"=30'

THE NORTHERLY 10.00 FEET IN WIDTH OF LOT 14, ORCHARD VALLEY, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

MELVIN SUDBECK TD2 FILE NO.: 1056-131-EASEE DATE: FEB. 14, 2005
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860