



1011 467 MISC



12590 92 467-470

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

N

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Joseph Gross, Sr., Helen C. Gross, John J. Gross, R. Michael Gross, Joseph F. Gross and James T. Gross hereinafter referred to as Grantor, (whether one or more) for and in consideration of the sum of Five Thousand (\$5,000.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Ag Processing, Inc., an Iowa corporation, hereinafter referred to as "AGP", and its successors and assigns, an easement for the for the right to construct, maintain and operate a storm and sanitary sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

All as shown on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said AGP, 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 storm and sanitary sewer at the will of AGP. 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 AGP to use the same for the purposes herein expressed.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no buildings, improvements or other structures shall be placed in, on, over, or across said easement strip by Grantor, his successors and assigns without express approval of AGP. Improvements which may be approved by AGP 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 AGP will replace or rebuild any and all damage to improvements caused by AGP 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 AGP.
3. That AGP 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 AGP and any of said construction and work.
4. That said Grantor for himself and his heirs, executors and administrators does confirm with the said AGP and its assigns, that he, the Grantor is well seized in fee of the above described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will and his heirs, executors and administrators shall warrant and defend this easement to said AGP 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 AGP 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 Grantor and AGP or its agents; and that the Grantor, in executing and delivering this instrument has not relied upon any promises, inducements or representation of AGP or its agents or employees, except as are set forth herein.

12596
Page 1

IN WITNESS WHEREOF, said Grantor has hereunto set his hand this 29th day of April, 1992.

RECEIVED

MAY 12 3 40 PM '92

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Joseph F. Gross, Sr.
Joseph Gross, Sr.

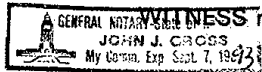
Helen C. Gross
Helen C. Gross

Wash, Fullenkamp + Doyle
11440 W. Center Rd
Omaha NE 68144

1011 18-15-126
467-470
MAY 15 1992
MAY 15 1992
MAY 15 1992
MAY 15 1992

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 5th day of May, 1992 before me a Notary Public in and for said County, personally came R. Michael Gross 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 for the purpose therein stated.

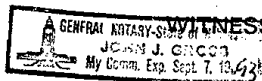


WITNESS my hand and Notarial Seal the date aforesaid.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 5th day of May, 1992 before me a Notary Public in and for said County, personally came Joseph F. Gross 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 for the purpose therein stated.

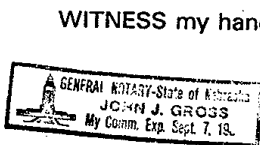


WITNESS my hand and Notarial Seal the date aforesaid.

[Signature]
Notary Public

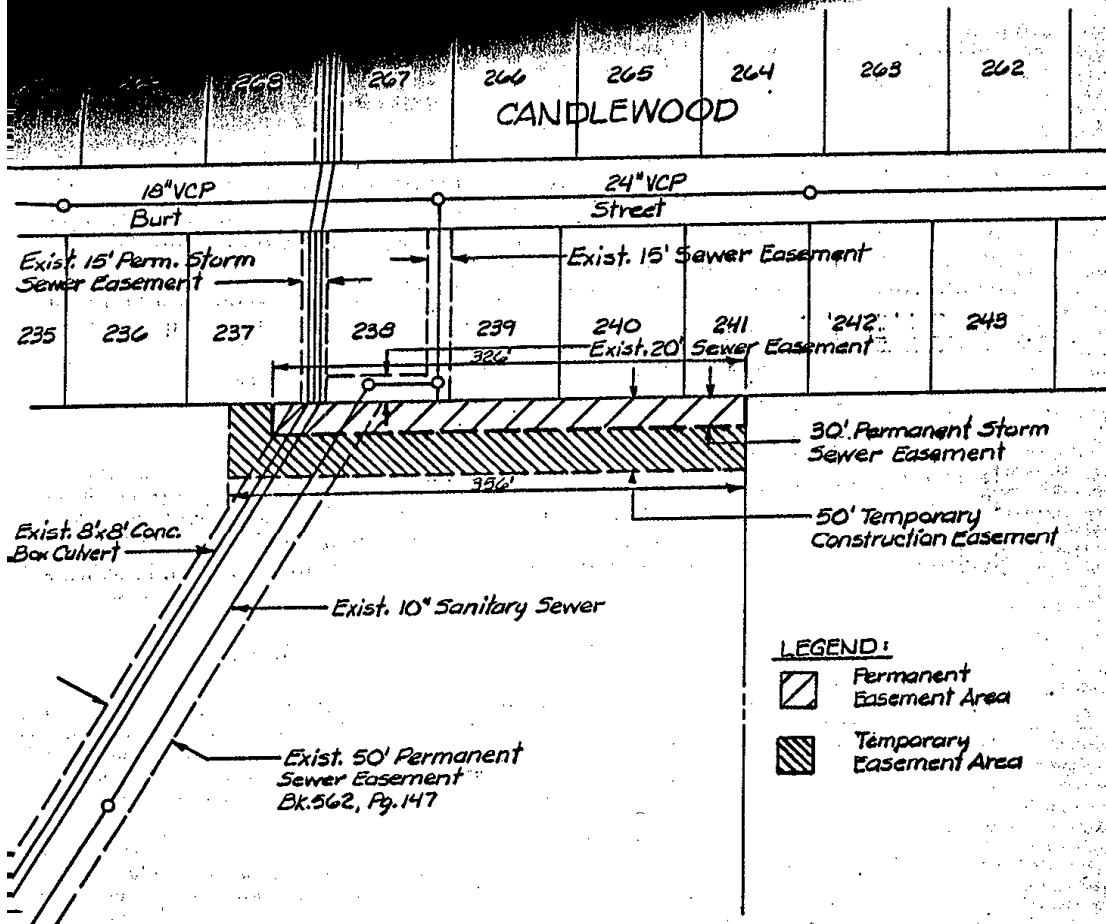
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of May, 1992 before me a Notary Public in and for said County, personally came James T. Gross 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 for the purpose therein stated.



WITNESS my hand and Notarial Seal the date aforesaid.

[Signature]
Notary Public



Legal Description

Permanent Sewer And Drainage Easement:

The North 30 feet of the West 326 feet of the East 1151 feet of the Southeast Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

Temporary Easement:

The North 50 feet of the West 356 feet of the East 1181 feet of the Southeast Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

Exhibit "A"