

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 983210
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 6th DAY OF July A.D. 1998
AT 2:32 O'CLOCK p. M. AND RECORDED IN BOOK
285 AT PAGE 309-317
Charlotte L. Petersen
Maren Madsen

FILED

98 JUL -6 PM 2:32

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

Recorded
General
Numerical
Photostat
Proofed

SANITARY SEWER LINE EASEMENT

THIS SANITARY SEWER LINE EASEMENT AGREEMENT ("Easement Agreement") is executed this 3rd day of July, 1998, by and between PAMELA S. FOX ("Fox"), COUNTRY ACRES HOMES, L.L.C., a Nebraska limited liability company ("Country"), and the VILLAGE OF KENNARD, Washington County, Nebraska ("Village").

WITNESSETH:

WHEREAS, Fox is the owner of the property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein ("Fox Property");

WHEREAS, Country is the owner of the property more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Country Property");

WHEREAS, Fox wishes to grant, and Country and Village wish to receive, a sanitary sewer easement fifteen (15) feet wide, under, over, upon, and across that portion of the Fox Property generally depicted and more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein ("Easement Premises").

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Grant of Easement by Fox. Fox hereby grants to Country, as an easement appurtenant to the Country Property, and hereby grants to the Village, a perpetual, non-exclusive underground sanitary sewer line easement under, over, upon, and across the Easement Premises.
2. Scope of Sewer Easement. The easement herein granted to Country shall only be used by Country to construct, lay, install an underground sanitary sewer on the Fox Property. From and after the initial construction by Country of the improvements comprising the underground sanitary sewer and the acceptance of the same by the Village, the Village shall use the easement granted herein to operate, inspect, maintain, repair, replace and/or remove, from time to time, subject to the provisions of this Easement Agreement, the underground sanitary sewer. In no event shall any apparatus associated with this easement be located upon the surface of the Easement Premises without first obtaining the prior written approval of Fox, which consent may be withheld by Fox in her sole and absolute discretion. Village shall promptly repair and restore any damage to the surface and subsurface of the Easement Premises as a result of the construction, repair, maintenance, or removal of the sanitary sewer line. The owner of that portion of the Fox Property on which the Easement Premises are located shall have the right

to construct and maintain, repair and remove improvements on the Easement Premises, including but not limited to permanent building structures. Provided, however, all permanent building structures shall be constructed at the risk of the owner of that portion of the Fox Property on which the Easement Premises are located and the Village shall not be responsible for any damages to the permanent building structures so constructed on the Easement Premises, as a result of any maintenance, repair or replacement required on the sanitary sewer line located in the Easement Premises by the Village.

3. Reservation of Rights to Use Easement Premises. Fox retains the right to use:
 - a. The surface of the Easement Premises; and
 - b. To the extent that the use is not incompatible with the Village's use, the subsurface area of the Easement Premises in such manner as Fox shall deem proper. Fox specifically reserves the right to allow other utility lines to be installed under, across and within the Easement Premises, provided those utility lines do not materially interfere with the Village's use of the Easement Premises.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon, and inure to the benefit of the heirs, assigns and successors of the parties hereto.

5. Construction. The rule of strict construction does not apply to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the parties to a commercially usable right of enjoyment on the part of the grantees is carried out.

6. Eminent Domain. In the event that any part of the Easement Premises shall be taken by eminent domain or any other similar legal authorization, so much of the award as represents payment therefore shall be paid to the owner of the burdened property and no portion of the award shall be claimed by the owner of the benefitted property.

7. Mortgages Subordinate. Any mortgage now or hereafter placed upon the Easement Premises shall, at all times, be subject and subordinate to the terms of this Easement Agreement and any party foreclosing any such mortgage shall acquire title to the foreclosed premises subject to the terms of this Easement Agreement.

8. Term; Non-exclusive. The easement herein granted and established shall be perpetual and non-exclusive.

9. Waiver. No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at anytime during the continuance

of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms or conditions of this Easement Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material, of any of the obligations imposed upon any party hereunder shall entitle any other party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

10. Notice. The address for Fox is: P.O. Box 64, 402 West 4th Street, Kennard, Nebraska 68034. The address for Country is: 1922 Gaeth Avenue, Fremont, Nebraska 68025. The address for the Village is: P.O. Box 151 Kennard NE 68034. Either party may give written notice of change of address to the other. All notices shall be sent by U.S. mail, certified, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the U.S. mail.

11. Miscellaneous.

- a. If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; and shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and the provisions of this Easement Agreement shall be valid and enforceable to the full extent permitted by law.
- b. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
- c. The paragraph headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement, or any part thereof.

12. Release of Easement. Either party, as grantee herein, may terminate the beneficial interest of this Easement Agreement with respect to its property by recording a release of this easement in recordable form in the Register of Deeds Office of Washington County, Nebraska.

STATE OF NEBRASKA)
) ss.
COUNTY OF Washington)

On this 3rd day of July, 1998, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Roland R. Kahn, a Member of Country Acres Homes, L.L.C., to me, known to be the identical person whose name is affixed as to the above Sanitary Easement Agreement and acknowledged the same thereof to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

Witness my hand and Notarial Seal the day and year last above written.

Lori R. Hayduk
Notary Public

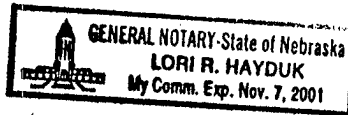


STATE OF NEBRASKA)
) ss.
COUNTY OF Washington)

On this 3rd day of July, 1998, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Pam Fox, Roland Kahn, George Larson to me, known to be the identical person whose name is affixed as to the above Sanitary Easement Agreement and acknowledged the same thereof to be his voluntary act and deed and the voluntary act and deed of the Village of Kennard.

Witness my hand and Notarial Seal the day and year last above written.

Lori R. Hayduk
Notary Public



CONSENT OF MORTGAGE

COMMERCIAL FEDERAL MORTGAGE CORPORATION is the beneficiary under that certain Deed of trust given by PAMELA S. FOX as Trustors to COMMERCIAL FEDERAL BANK as Trustee, for the benefit of COMMERCIAL FEDERAL MORTGAGE CORPORATION, dated JULY 17, 1997, recorded JULY 28, 1997, in Book 269, Page 222, of the Mortgage Records of Washington County, Nebraska ("Deed of Trust"). Said Deed of Trust affects the Fox Property. COMMERCIAL FEDERAL BANK does hereby consent to the terms of the attached Sanitary Sewer Line Easement and hereby subordinates the Deed of Trust to the provisions of the attached Sanitary Sewer Line Easement.

Dated this 3rd day of July 1998.



COMMERCIAL FEDERAL BANK

By:

[Handwritten signature of James C. Palmer]

James C. Palmer

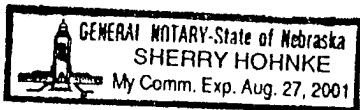
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 3rd day of July 1998, before me, the undersigned, a Notary Public, in and for said county and state personally appeared JAMES C PALMER, to me, known to be the identical person whose name is affixed to the above Consent of Mortgage and acknowledged the same thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



[Handwritten signature of Sherry Hohnke]
Notary Public

SHERRY HOHNKE

3 15

EXHIBIT "A"

Lot 2, Block 12 of Second Addition to the Village of Kennard,
Washington County, Nebraska, less and except, the South 95.9
feet of the West 150 feet of Lot 2, Block 12, of Second Addition.

R:\11844.000\Real\Sewereas.epa

7

3 15

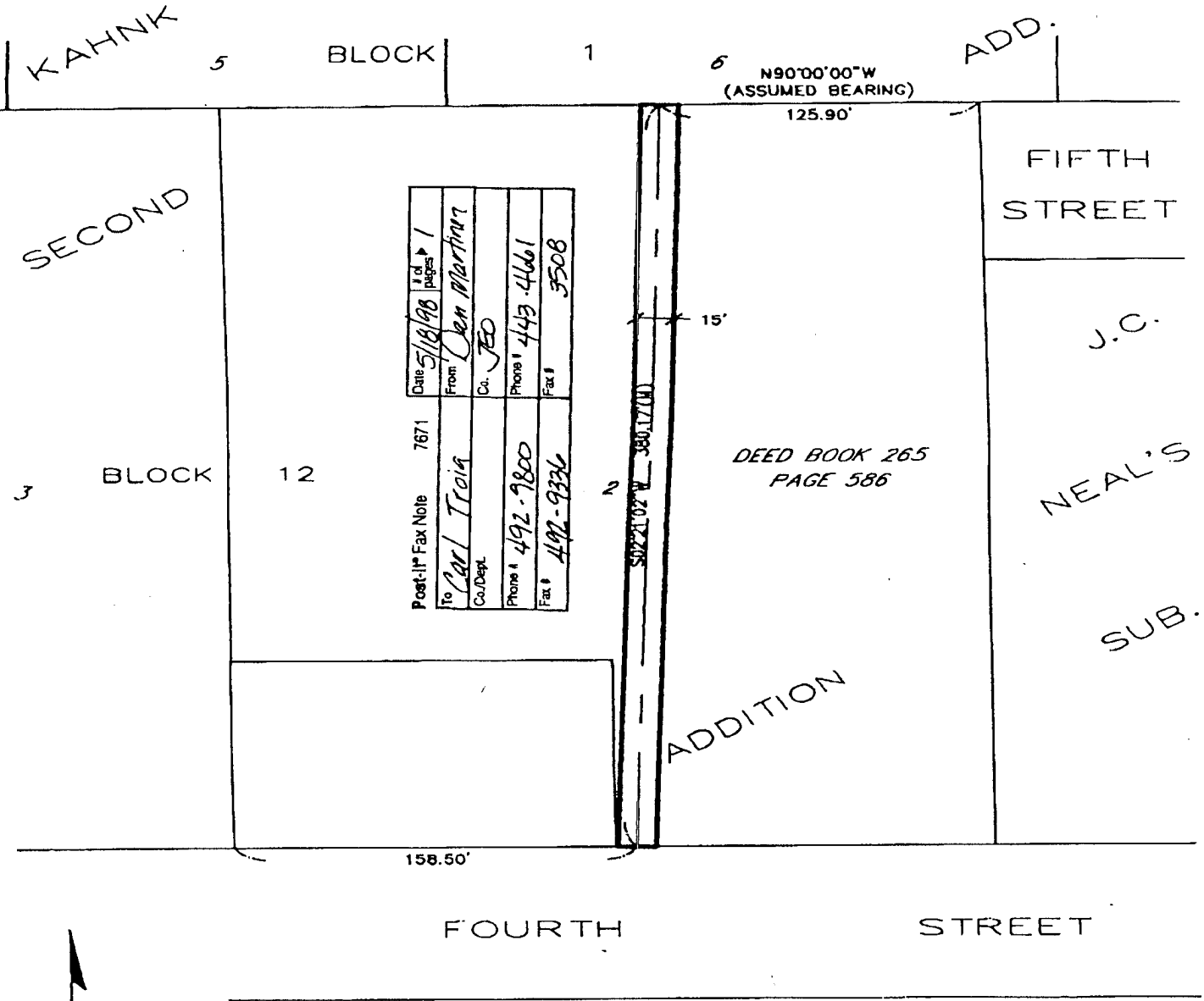
3 16

EXHIBIT "B"

Blocks 7, 8, 9 and 10 in McKillip's Addition to the Village of
Kennard, Washington County, Nebraska.

EASEMENT PLAT

LOT 2, BLOCK 12, SECOND ADDITION
VILLAGE OF KENNARD, NEBRASKA



Date	5/18/98	# of pages	1
From	Don Marting		
To	Carl Train		
Co./Dept.	JEO		
Phone #	492-9800		
Fax #	492-9336		
Post-It Fax Note	7671		

DEED BOOK 265
PAGE 586

J.C.
NEAL'S
SUB.

FOURTH STREET

DATE	05/18/98
SCALE	1" = 60'
DRAWN	CLE
JOB NO.	371SD1
FIELD BOOK	
FIELD WORK	
SHEET	1 of 1
FILE NO.	

JEO
JOHNSON ERICKSON O'BRIEN
ENGINEERING ARCHITECTURE SURVEYING PLANNING
200-40-000
P.O. BOX 99
WAHOO, NEBRASKA 68080
BRANCH OFFICE:
NEBRASKA CITY, NE 68104-0700
HASTINGS, NE 68401-0000
MORFELY, NE 68051-0000
CAMBRIA, NE 68702-0000

EASEMENT DESCRIPTION:
A 15 FOOT WIDE STRIP OF LAND, BEING PART OF LOT 2, IN BLOCK 12 OF SECOND ADDITION, TO THE VILLAGE OF KENNARD, WASHINGTON COUNTY, NEBRASKA, THE CENTERLINE OF SAID 15 FOOT WIDE STRIP BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE N90°00'00"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 125.90 FEET TO THE POINT OF BEGINNING; THENCE S02°21'02"W, A DISTANCE OF 380.17 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT BEING 158.50 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, THIS BEING THE POINT OF TERMINATION, THE SIDE LINES OF SAID 15 FOOT WIDE STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE AT ANGLE POINT INTERSECTIONS.

NOTE: ALL BEARINGS ARE ASSUMED.

EXHIBIT "C"