



BK 1437 PG 347-349



MISC 2002 10001

*Does not Affect*

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

02 APR 29 PM 2:48

RECEIVED

**PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT F. WILLIAM KARRER and BEVERLY A. KARRER, husband and wife, hereinafter collectively 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 and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 474 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate storm sewers and drainage structures, and appurtenances thereto, in, through and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.

RETURN: Fullenkamp Doyle & Johnson  
11440 W. Center Rd  
Omaha Ne 68144

*A misc*

FEE	1550	FB	01-60000
BKP	30-15-11	C/O	COMP
DEL		SCAN	OK FV

*3/1*

4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, storm sewers and drainage structures, and related appurtenances in the easement area. Grantee warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain said Improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 23 day of April 2002.

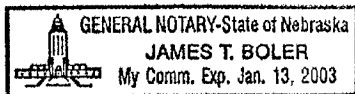
GRANTOR:  
F. WILLIAM KARRER,  
F. Karrer

BEVERLY A. KARRER,  
Beverly A. Karrer

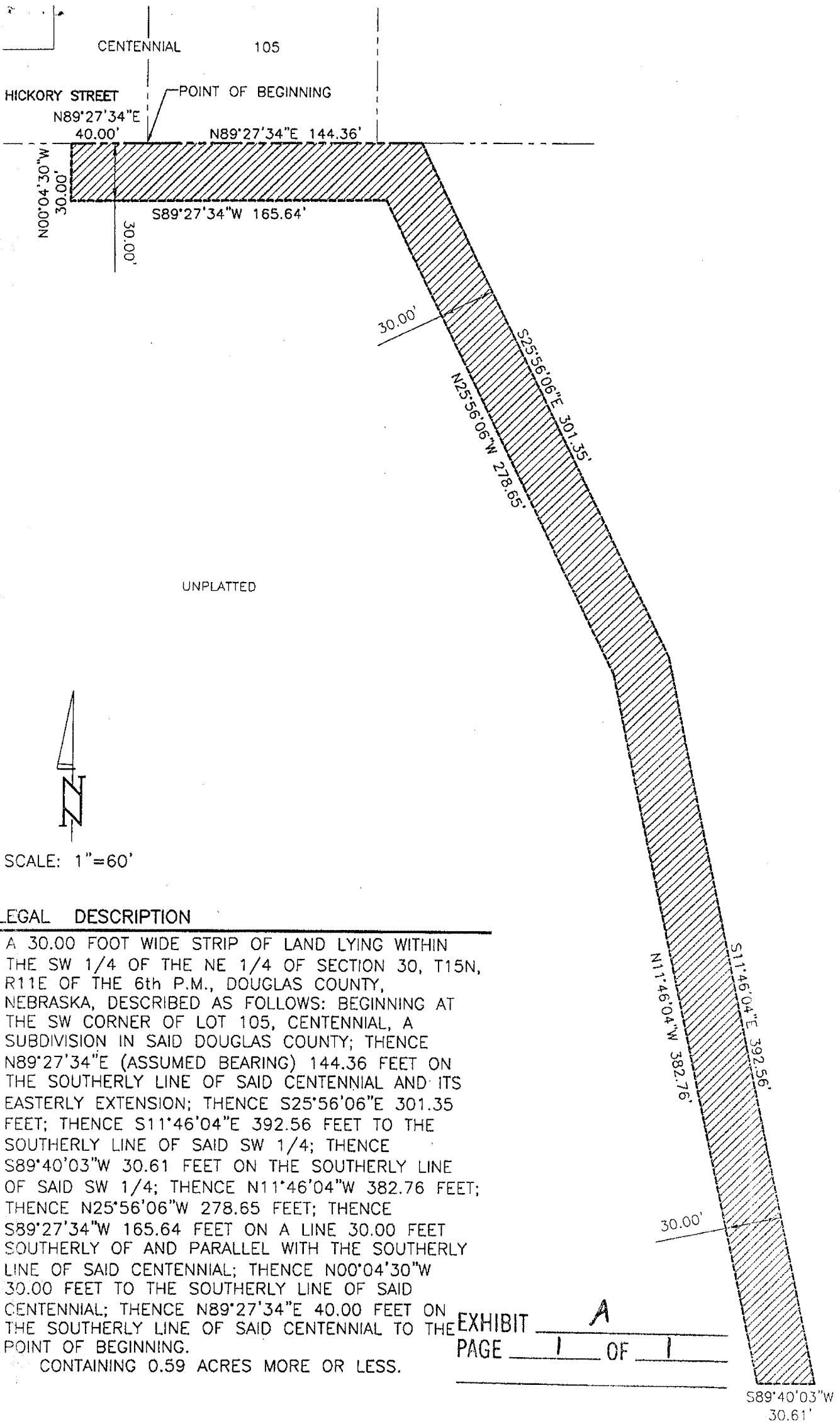
STATE OF NEBRASKA     )  
                                  )     ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, Notary Public in and for said County and State appeared F. William Karrer and Beverly A. Karrer, husband and wife, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 23 day of April 2002.



[Signature]  
Notary Public



UNPLATTED



SCALE: 1"=60'

**LEGAL DESCRIPTION**

A 30.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE SW 1/4 OF THE NE 1/4 OF SECTION 30, T15N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 105, CENTENNIAL, A SUBDIVISION IN SAID DOUGLAS COUNTY; THENCE N89°27'34"E (ASSUMED BEARING) 144.36 FEET ON THE SOUTHERLY LINE OF SAID CENTENNIAL AND ITS EASTERLY EXTENSION; THENCE S25°56'06"E 301.35 FEET; THENCE S11°46'04"E 392.56 FEET TO THE SOUTHERLY LINE OF SAID SW 1/4; THENCE S89°40'03"W 30.61 FEET ON THE SOUTHERLY LINE OF SAID SW 1/4; THENCE N11°46'04"W 382.76 FEET; THENCE N25°56'06"W 278.65 FEET; THENCE S89°27'34"W 165.64 FEET ON A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID CENTENNIAL; THENCE N00°04'30"W 30.00 FEET TO THE SOUTHERLY LINE OF SAID CENTENNIAL; THENCE N89°27'34"E 40.00 FEET ON THE SOUTHERLY LINE OF SAID CENTENNIAL TO THE POINT OF BEGINNING.  
CONTAINING 0.59 ACRES MORE OR LESS.

EXHIBIT     A      
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