

EASEMENT

THIS EASEMENT AND AGREEMENT is made this 15<sup>th</sup> day of September, 1978, by and between JAMES SCHRAM, a/k/a JAMES F. SCHRAM and KAREN SCHRAM, husband and wife, hereinafter referred to as "Grantors" and the CITY OF GRETNA, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, JAMES SCHRAM and KAREN SCHRAM are the legal owners of the following described real property in Sarpy County, Nebraska:

The East One-Half (E½) of the Northeast One-Quarter (NE¼) of Section 34, Township 14 North, Range 10, and the West One-Half (W½) of the Northwest One-Quarter (NW¼), Section 35, Township 14 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska;

and,

WHEREAS, the Grantee is now discharging sewage effluent across said property.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF GOOD AND SUFFICIENT CONSIDERATION WHICH HAS BEEN RECEIVED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Grantors hereby and by these presents grant and convey to the Grantee a perpetual and appurtenant easement over and across the land specifically described hereinafter for the purpose of discharging and flowing across said easement area sewage effluent from the Grantee's sewage disposal plant.

The land over and across which said easement is granted is described as follows:

As described in Exhibit "A" attached hereto and incorporated into this Easement by this reference.

2. The Grantors and Grantee understand and agree that in the event the flowage of sewage effluent causes the banks of the drainage ditch to extend beyond the easement boundary above set forth, then the Grantors shall have the right to initiate an inverse condemnation action in addition to any other available remedy for the purpose of ascertaining and recovering all damages to which the Grantors may be entitled by law.

*S of subs*  
*in TL III - 25-1470*  
*R 10-34-1470*

57-5918

3. The parties further understand and agree that the Grantee, at its own expense, shall maintain the bridge which traverses the ravine as said bridge is presently located on the Grantors' property and maintain the approaches thereto when said maintenance to the bridge or the approaches thereto is required as a result of the flowage of sewage effluent over and across the easement area above set forth. If as a result of the flowage of the sewage effluent over and across the above easement area it becomes necessary for the safe travel to the bridges or approaches thereto by the Grantors in the exercise of their normal farming operations to replace said bridge or the approaches thereto, then the Grantee, at its own expense, shall replace said bridge or the approaches thereto in such a manner and with comparable materials and of comparable structure as to provide safe travel to the Grantors in the exercise of their normal farming operations.

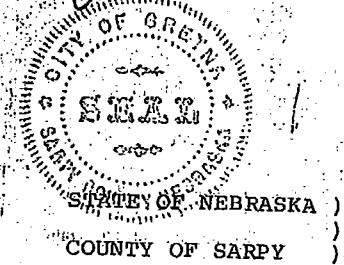
4. The Grantors and Grantee further understand and agree that the Grantors shall have the right to use the property within the easement area for their normal farming operations which do not interfere with the disposal and flowage of sewage effluent by the Grantee.

5. This easement shall be binding upon the successors, assigns, heirs and personal representatives of the parties hereto, and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal as of the date first hereinbefore written.

James Schram  
James Schram

Karen Schram  
Karen Schram



CITY OF GRETNA

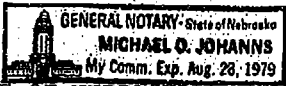
By: Joe H. Verbeek

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 1st day of September, 1978, before me the undersigned, a Notary Public, duly commissioned and qualified

for and in said county, personally came JAMES SCHRAM, a/k/a JAMES F. SCHRAM and KAREN SCHRAM, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

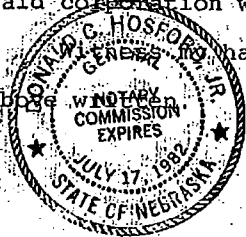


*Michael O. Johanns*  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF SARPY )

On this 5<sup>th</sup> day of September, 1978, before me the undersigned, a Notary Public, duly commissioned and qualified for and in said county, personally came JOE H. VERBEER, MAYOR of the City of Gretna, a municipal corporation, to me known to be the identical person whose name is affixed to the foregoing Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

above written and notarial seal the day and year last



*Donald C. Hosford, Jr.*  
Notary Public

51-599C

DRAINAGE EASEMENT  
CITY OF GRETNA  
PROJECT NO. 192A-14

A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 AND WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST; THENCE NORTH 00°06'38" WEST ALONG THE WEST LINE OF SAID EAST HALF A DISTANCE OF 94.55 FEET TO POINT OF BEGINNING; THENCE NORTH 73°29'16" EAST A DISTANCE OF 340.57 FEET; THENCE NORTH 81°27'41" EAST A DISTANCE OF 172.47 FEET; THENCE SOUTH 77°57'16" EAST A DISTANCE OF 201.47 FEET; THENCE NORTH 68°31'52" EAST A DISTANCE OF 130.57 FEET; THENCE NORTH 71°44'52" EAST A DISTANCE OF 229.22 FEET; THENCE NORTH 71°44'41" EAST A DISTANCE OF 318.93 FEET; THENCE NORTH 85°46'17" EAST A DISTANCE OF 142.68 FEET; THENCE NORTH 77°23'07" EAST A DISTANCE OF 213.28 FEET; THENCE NORTH 76°50'07" EAST A DISTANCE OF 323.55 FEET; THENCE NORTH 72°04'18" EAST A DISTANCE OF 202.72 FEET; THENCE NORTH 76°56'50" EAST A DISTANCE OF 249.94 FEET; THENCE NORTH 66°01'03" EAST A DISTANCE OF 219.52 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST (SAID POINT BEING NORTH 00°05'12" WEST AT A DISTANCE OF 736.50 FEET FROM THE SOUTHEAST CORNER OF SAID WEST HALF); THENCE NORTH 00°05'12" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST A DISTANCE OF 43.00 FEET; THENCE SOUTH 74°16'17" WEST A DISTANCE OF 225.43 FEET; THENCE SOUTH 70°23'24" WEST A DISTANCE OF 255.35 FEET; THENCE SOUTH 72°53'21" WEST A DISTANCE OF 198.84 FEET; THENCE SOUTH 78°15'13" WEST A DISTANCE OF 323.12 FEET; THENCE SOUTH 75°34'21" WEST A DISTANCE OF 206.24 FEET; THENCE SOUTH

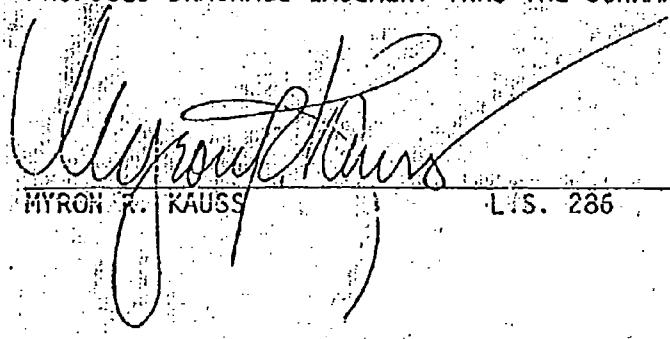
EXHIBIT "A"

51-599D

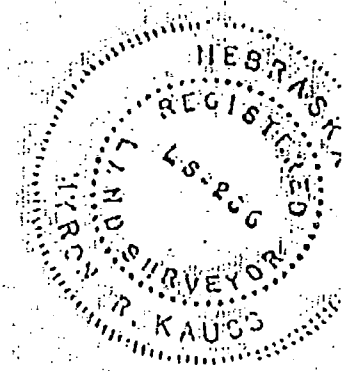
87°43'31" WEST A DISTANCE OF 156.35 FEET; THENCE SOUTH 69°35'24" WEST A DISTANCE OF 319.15 FEET; THENCE SOUTH 72°28'15" WEST A DISTANCE OF 231.88 FEET; THENCE SOUTH 66°56'29" WEST A DISTANCE OF 101.34 FEET; THENCE NORTH 79°49'17" WEST A DISTANCE OF 218.82 FEET; THENCE SOUTH 80°21'29" WEST A DISTANCE OF 178.89 FEET; THENCE SOUTH 81°19'00" WEST A DISTANCE OF 317.26 FEET; THENCE SOUTH 00°06'38" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 10 EAST, A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.31 ACRES.

I HEREBY CERTIFY THAT THIS IS AN ACCURATE AND COMPLETE DESCRIPTION OF A PROPOSED DRAINAGE EASEMENT THRU THE SCHRAM PROPERTY, NEAR GRETNA, NEBRASKA.

  
\_\_\_\_\_  
MYRON R. KAUSS

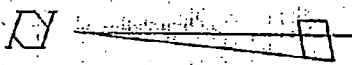
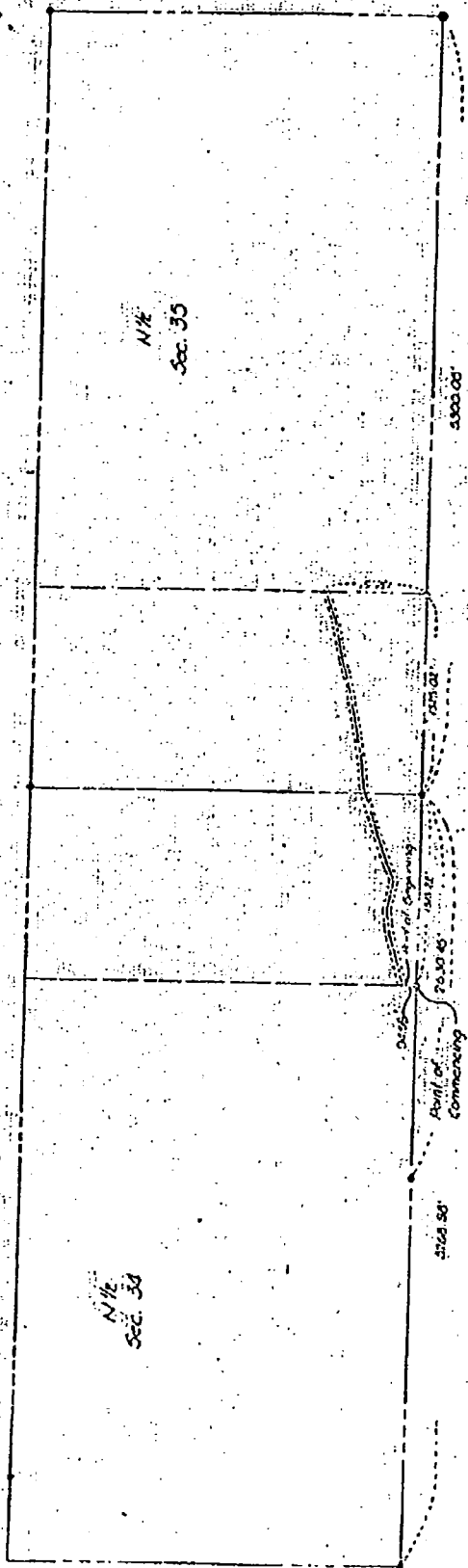
L.S. 286



51-599 E

# PLAN OF EASEMENT LOCATION

Sec. 34 & 35 T14N R10E  
Sarpy County, Nebr.



Scale: 1" = 1200'

### LEGEND

- ⊗ = Brass cap found
- ⊙ = Iron pin found
- = Iron pin set

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED BY \_\_\_\_\_ DRAWN BY \_\_\_\_\_ CHECKED BY \_\_\_\_\_ DATE 6-20-78 SHEET NO. 192A-1A