

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 **24662**
2002 JUL -2 P 2:50

Glenn J. Dowling
REGISTER OF DEEDS

Counter *km*
Verify *km*
D.E. *km*
Proof *a*
Fee \$ 30.50
Ck Cash Chg
575

[This Space Above Line is for Recording Data]

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Daniel Schram, Joan Schram, Ronald Schram, Lucille Schram, Francis Schram, Darlene Schram, Mark Greckel, Nancy Greckel (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 232 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 or operating said sanitary sewer and appurtenances thereto at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, 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, shall be placed in, on over, or across said easement 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 or 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 sanitary sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line 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 the sanitary sewer line 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 the sanitary sewer 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 the sanitary sewer.

24662

575

4. 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.

5. 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 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 said Grantor hereunto set its hand this 1st day of July, 2002.

GRANTOR:

DANIEL SCHRAM:

Daniel Schram

JOAN SCHRAM:

Joan Schram

RONALD SCHRAM:

Ronald Schram

LUCILLE SCHRAM:

Lucille Schram

FRANCIS SCHRAM:

Francis Schram

DARLENE SCHRAM:

Darlene Schram

MARK GRECKEL:

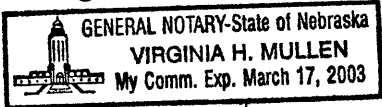
Mark Greckel

NANCY GRECKEL:

Nancy Greckel

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 27th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Daniel Schram, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

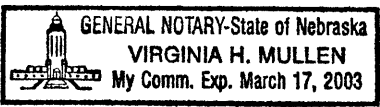


Virginia H. Mullen
Notary Public

My commission expires 3/17/2003.

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 27th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Joan Schram, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.



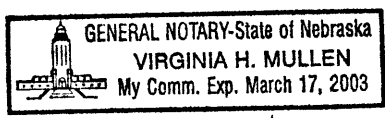
Virginia H. Mullen
Notary Public

My commission expires 3/17/2003.

2002-24662C

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 27th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Ronald Schram, who executed the above and foregoing easement acknowledged the execution thereof to be her voluntary act and deed.

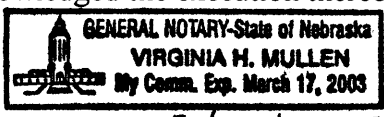


Virginia H. Mullen
Notary Public

My commission expires 3/17/2003.

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 28th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Lucille Schram, who executed the above and foregoing easement acknowledged the execution thereof to be her voluntary act and deed.

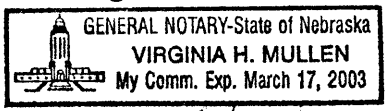


Virginia H. Mullen
Notary Public

My commission expires 3/17/2003.

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 27th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Francis Schram, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.



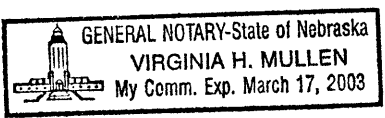
Virginia H. Mullen
Notary Public

My commission expires 3/17/2003.

2002-24662D

STATE OF NEBRASKA)
COUNTY OF Douglas)ss

On this 27th day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Darlene Schram, who executed the above and foregoing easement acknowledged the execution thereof to be her voluntary act and deed.



Virginia H. Mullen
Notary Public

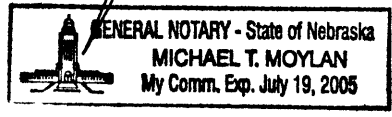
My commission expires 3/17/2003.

STATE OF NEBRASKA)
COUNTY OF _____)ss

On this 26 day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Mark Greckel, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

Michael T. Moylan
Notary Public

My commission expires 7-19-2005.

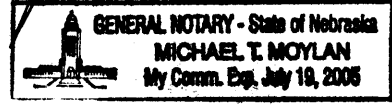


STATE OF NEBRASKA)
COUNTY OF _____)ss

On this 26 day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Nancy Greckel, who executed the above and foregoing easement acknowledged the execution thereof to be her voluntary act and deed.

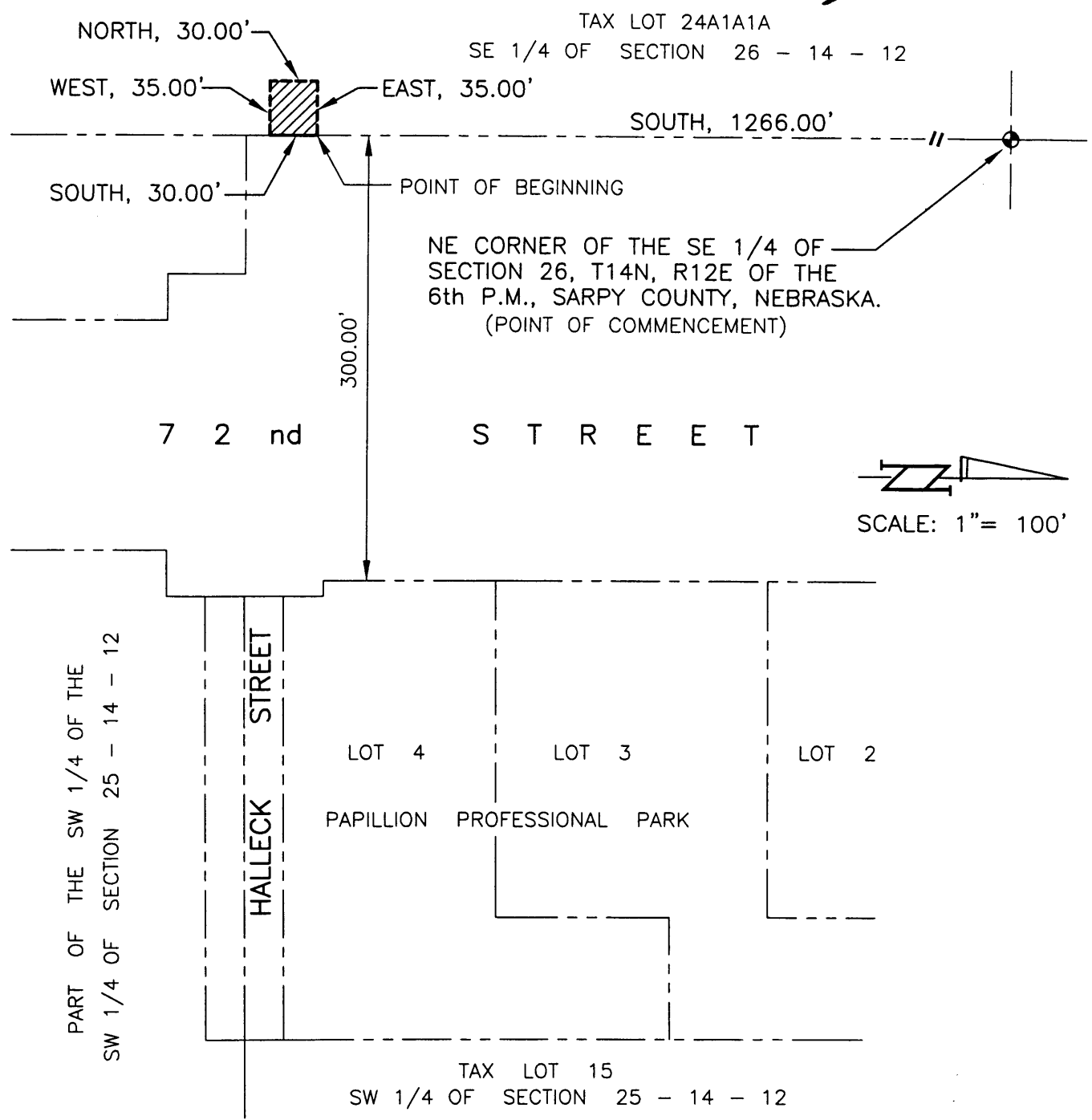
Michael T. Moylan
Notary Public

My commission expires 7-19-2005.



RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: LAJ

2002-24667E



LEGAL DESCRIPTION

THAT PART OF TAX LOT 24A1A1A IN THE SE 1/4 OF SECTION 26, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE 1/4; THENCE SOUTH (ASSUMED BEARING) 1266.00 FEET ON THE EASTERLY LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 30.00 FEET ON THE EASTERLY LINE OF SAID SE 1/4; THENCE WEST 35.00 FEET; THENCE NORTH 30.00 FEET; THENCE EAST 30.00 FEET TO THE POINT OF BEGINNING.