

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 24664

2002 JUL -2 P 3:02 B

Glenn J. Landrum
REGISTER OF DEEDS

Counter ph m
Verify ph
D.E. a
Proof a
Fee \$ 22.00
Ck Cash Ctg STS

[This Space Above Line is for Recording Data]

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward F. Person and Cari L. Person, husband and wife (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, does 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 water line, 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 water line at the will of the Grantee. The Grantor may, following construction of said water line, 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 water line.

3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a water line in the easement area. Grantee warrants that said water 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 water 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 water line 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 water line.

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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 1 day of July, 2002.

GRANTOR:

GRANTOR:

EDWARD F. PERSON

Edward F. Person

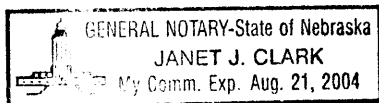
CARI L. PERSON

Cari L. Person

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Edward F. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 1 day of July 2002.



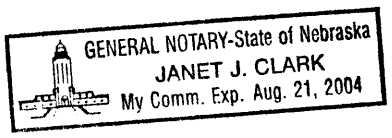
Janet J. Clark
Notary Public

2002-246648

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Cari L. Person, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 1 day of July 2002.

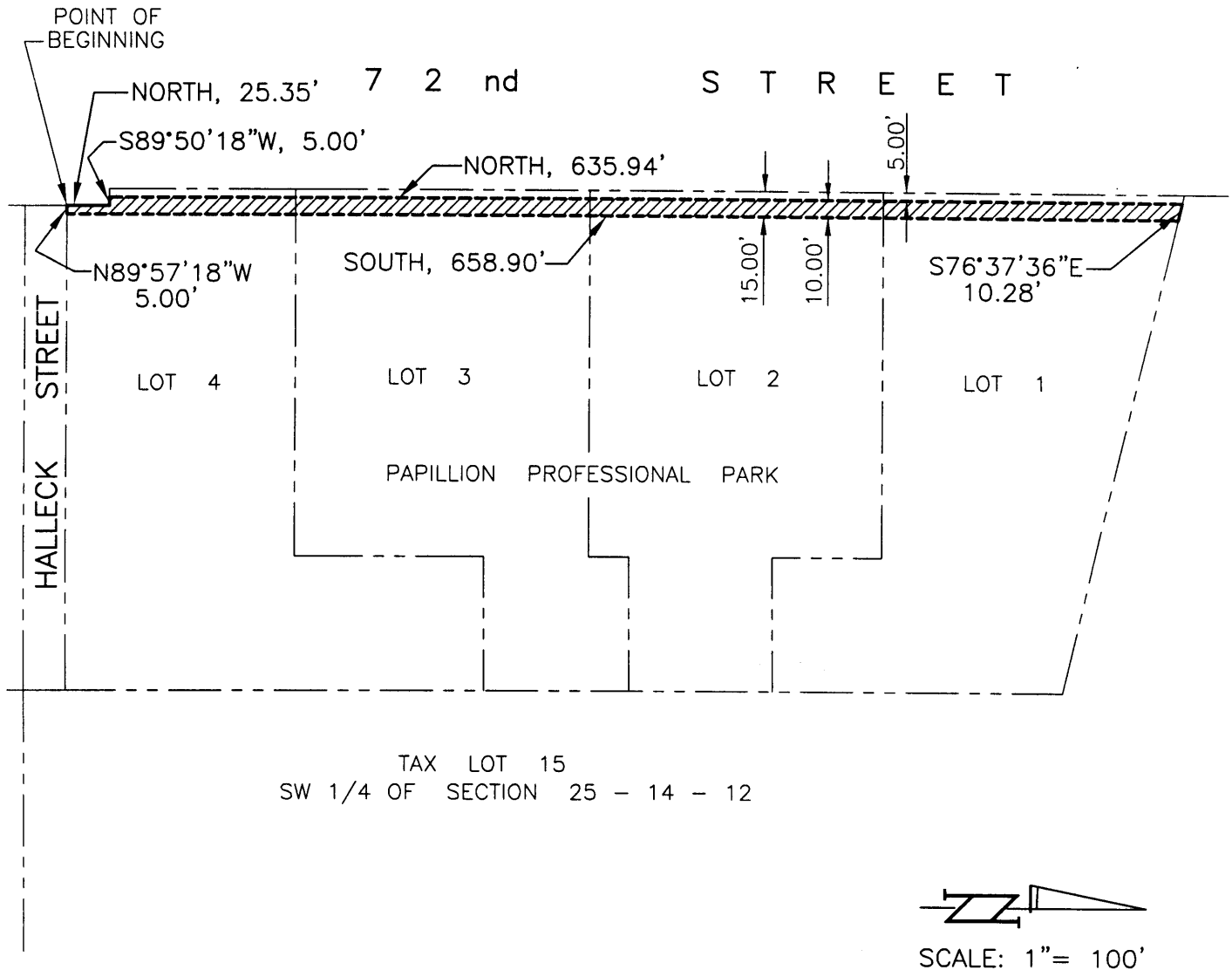


Janet J. Clark

Notary Public

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

2007-20664c



LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2, 3 AND 4, PAPILLION PROFESSIONAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 4; THENCE NORTH (ASSUMED BEARING) 25.35 FEET ON THE WEST LINE OF SAID LOT 4; THENCE S89°50'18"W 5.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 635.94 FEET ON A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NORTHERLY LINE OF SAID LOT 1; THENCE S76°37'36"E 10.28 FEET ON THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 658.90 FEET ON A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINES OF LOTS 1, 2, 3 AND 4 TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE N89°57'18"W 5.00 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING