

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-022357

98 AUG 12 PM 2: 19

Glenn J. ...
REGISTER OF DEEDS

98-22357
SS
Counter _____
Verify *DK* _____
D.E. *W* _____
Proof _____
Fee \$ *20.50* _____
CK Cash Chg

[This Space Above Line is for Recording Data]

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT SARPY R & R CO., a Nebraska corporation (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. 195 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 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.

022357

R+R Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144-4482
Larry

98-22357A

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, except those certain rights expressly reserved by the Missouri Pacific Railroad Company in the Quitclaim Deed dated June 29, 1988, and recorded in the office of the Sarpy County Register of Deeds, Instrument No. 88-11630. 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 10th day of August, 1998.

GRANTOR:

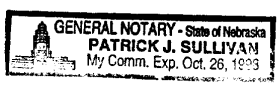
SARPY R & R CO., a Nebraska corporation,

By: Sarpy R & R Co
Name: Louis G. Riha Pres.
Title:

STATE OF Nebraska)
) ss.
COUNTY OF SARPY)

Before me, the undersigned, Notary Public in and for said County and State appeared Louis G. Riha, President of Sarpy R & R Co., a Nebraska corporation, 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 on behalf of said corporation.

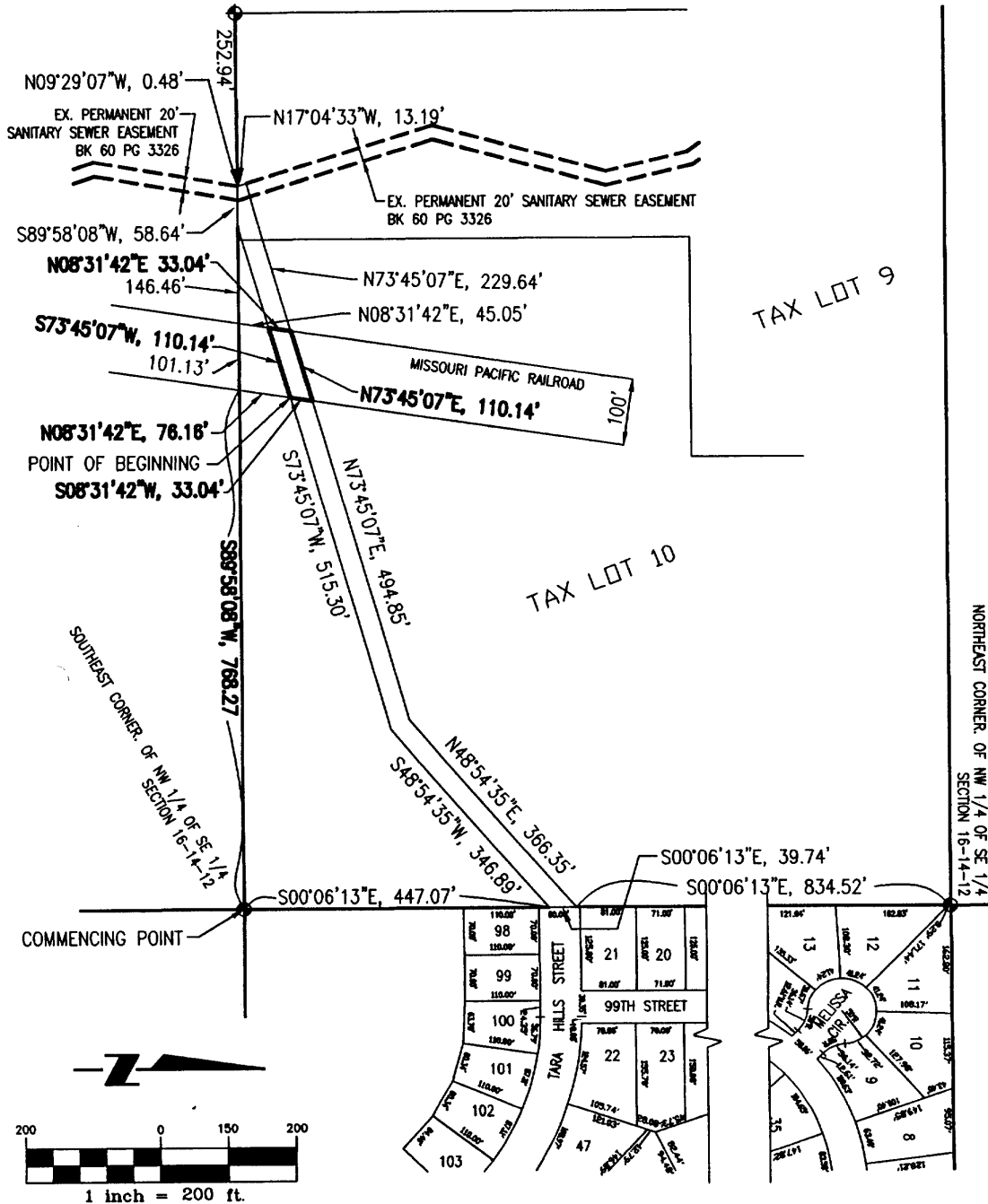
WITNESS my hand and Notarial Seal this 10th day of August 1998.



Patrick J. Sullivan
Notary Public

98-22357B

EXHIBIT A
PERMANENT SANITARY SEWER EASEMENT
 SEE ATTACHED SHEET FOR LEGAL DESCRIPTION



98-22357C

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT

Part of the vacated Missouri Pacific Railroad right-of-way located in the NW 1/4 of the SE 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said NW 1/4 of the SE 1/4 of Section 16, said corner also being the Southeast corner of Tax Lot 10, a Tax Lot located in said NW 1/4 of the SE 1/4 of Section 16; thence S89°58'08"W (assumed bearing) along the South line of said NW 1/4 of the SE 1/4 of Section 16, said line also being the South line of said Tax Lot 10, a distance of 768.27 feet to a point on the Easterly right-of-way line of said vacated Missouri Pacific Railroad; thence N08°31'42"E along said Easterly right-of-way line of the vacated Missouri Pacific Railroad, a distance of 76.16 feet to the Point of Beginning; thence S73°45'07"W, a distance of 110.14 feet to a point on the Westerly right-of-way line of said vacated Missouri Pacific Railroad; thence N08°31'42"E along said Westerly right-of-way line of the vacated Missouri Pacific Railroad, a distance of 33.04 feet; thence N73°45'07"E, a distance of 110.14 feet to a point on said Easterly right-of-way line of the vacated Missouri Pacific Railroad; thence S08°31'42"W along said Easterly right-of-way line of the vacated Missouri Pacific Railroad, a distance of 33.04 feet to the Point of Beginning.

Said Permanent Sanitary Sewer Easement contains an area of 3,304 square feet or 0.076 acres, more or less.

#97054_{sw}
7/24/98

E&A CONSULTING GROUP
12001 "Q" STREET
OMAHA, NE 68137
