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FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2012-35420

11/13/2012 10:19:34 AM

*Lloyd J. Rouding*

REGISTER OF DEEDS



**PERMANENT EASEMENT**

The undersigned, George W. Venteicher, an 85% interest and Frank H. Kulig, a 15% interest, hereinafter called the "Grantor" in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Papillion, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", its successors and assigns, a permanent easement to construct and install a water line main along the south side of Portal Road Right-of-Way, for the purpose of conveying water over, across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said water line, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

*RJR*  
*City of Papillion*

A

Said easement will be over and under the following described area:

THAT PART OF LOTS 1, 2 AND 3, PORTAL PLAZA SOUTH, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID LOT 3;  
THENCE N64°51'35"W (ASSUMED BEARING) 97.81 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, SAID POINT BEING THE NW CORNER OF AN EXISTING 20 FOOT WIDE WATERLINE EASEMENT AS SHOWN ON THE FINAL PLAT OF SAID PORTAL PLAZA SOUTH;  
THENCE CONTINUING N64°51'35"W 558.65 FEET ON THE NORTH LINES OF SAID LOTS 1, 2 AND 3;  
THENCE NORTHWESTERLY ON THE NORTH LINE OF SAID LOT 1 ON A 813.95 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N57°58'22"W, CHORD DISTANCE 195.21 FEET, AN ARC DISTANCE OF 195.68 FEET TO THE NW CORNER THEREOF;  
THENCE S22°37'17"W 37.44 FEET ON THE WEST LINE OF SAID LOT 1;  
THENCE S64°51'35"E 209.21 FEET; THENCE S40°36'32"E 30.16 FEET;  
THENCE S64°51'35"E 65.37 FEET; THENCE S76°40'25"E 31.20 FEET;  
THENCE S64°51'35"E 418.19 FEET ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINES OF SAID LOTS 2 AND 3 TO THE SW CORNER OF SAID EXISTING WATERLINE EASEMENT AS SHOWN ON THE FINAL PLAT OF SAID PORTAL PLAZA SOUTH;  
THENCE N25°08'25"E 20.00 FEET ON THE WEST LINE OF SAID WATERLINE EASEMENT TO THE POINT OF BEGINNING.

CONTAINING 15,777 SQUARE FEET OR 0.36 ACRES MORE OR LESS


1. The points described above are subject to adjustment by subsequent agreement between the City of Papillion and Grantor.
2. That attached hereto as attachment "A" and incorporated herein by reference is a graphic description of said water line easement area.
3. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said water main upon the property above described.

4. The Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.
5. The Grantor agrees that the grade within this easement area shall not be reduced in elevation without the express written approval of the City.
6. No tree, building, improvement or other structure shall be placed over said Easement Area by the Grantor, or its successors or assigns, without the express written approval of PAPHILLION, provided, crops, grass, shrubbery, and paving or other hard surfaces, that do not interfere with or in any way obstruct the construction, reconstruct, maintenance, operation and repair of said Water Main, may be installed with the Easement Area by the GRANTOR, and its successors and assigns, and that in the event that it becomes necessary to repair, remove or replace said Water Main, PAPHILLION shall have the right to move such improvements, and said premises shall thereafter be restored by PAPHILLION, its successors and assigns, to the condition thereof existing before said removal.
7. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns and will indemnify and save harmless the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground water main, or any part thereof.
8. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.

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9. The above payment shall cover all damages caused by the establishment and construction of the above project.
  10. The Grantor waives compliance by Papillion with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. '25-2501, et seq., as amended).
  11. This easement shall not pass, nor be construed to pass, to Papillion, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area which do not interfere with Papillion's rights under this easement.
  12. The Grantor warrants that no verbal or written representations or inducements have been made or given by Papillion or by any of its officers, agents or employees, other than as may be recited in this document.
  13. It is agreed and understood that the Grantor or any subsequent owners of the property have the right to connect to the water main at the Grantor's expense (or subsequent owner's expense). It is also agreed and understood that the City connection fee shall not be in excess of the fee levied to others connected; at the time of connection.

IN WITNESS WHEREOF, the GRANTOR has executed this  
Easement as of this 20<sup>TH</sup> day of SEPTEMBER, 2012.

GRANTOR: George W. Venteicher, an 85% interest and Frank H. Kulig, a 15% interest

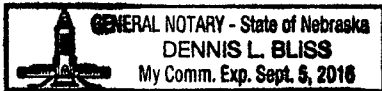
  
\_\_\_\_\_  
George W. Venteicher

  
\_\_\_\_\_  
Frank H. Kulig

**ACKNOWLEDGMENT**

STATE OF NEBRASKA    )  
  )ss  
COUNTY OF SARPY    )

On this 20 day of SEPTEMBER, 2012, before me a General Notary Public, duly commissioned and qualified, personally came George W. Venteicher and Frank H. Kulig, known to me known to be the identical person(s) whose name(s) is/are affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.



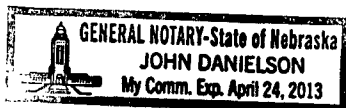
[Signature]  
Notary Public

[Signature]  
Susan J. Venteicher

**ACKNOWLEDGMENT**

STATE OF NEBRASKA    )  
  )ss  
COUNTY OF SARPY    )

On this 20 day of Sept, 2012, before me a General Notary Public, duly commissioned and qualified, personally came Susan J. Venteicher, known to me known to be the identical person(s) whose name(s) is/are affixed to the foregoing instrument and acknowledged the same to be a voluntary act and deed.



[Signature]  
Notary Public

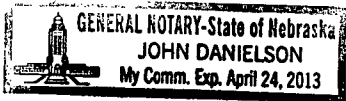
E

Vicki M. Kulig  
Vicki M. Kulig

**ACKNOWLEDGMENT**

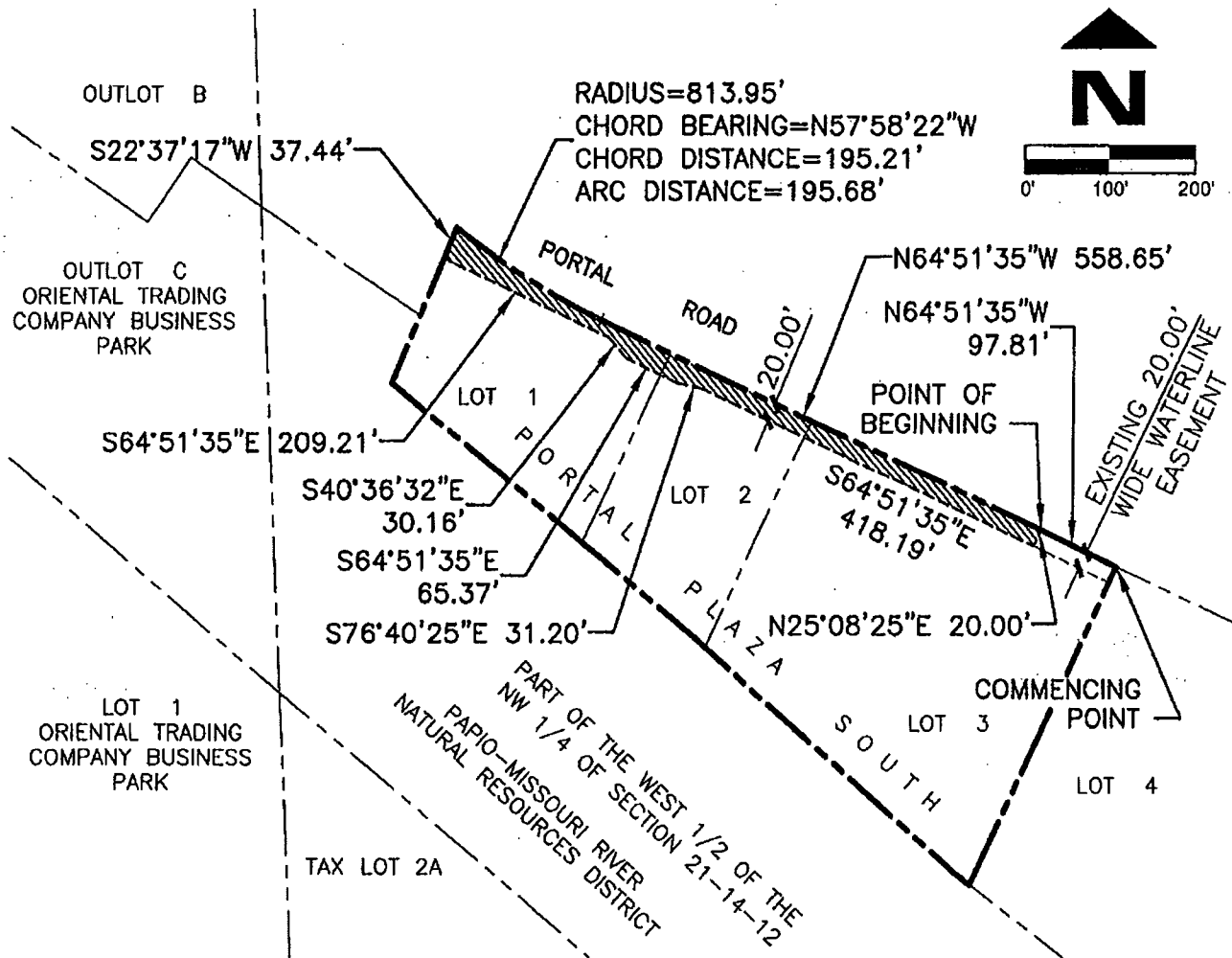
STATE OF NEBRASKA    )  
  )ss  
COUNTY OF SARPY    )

On this 20 day of Sept, 2012 before me a  
General Notary Public, duly commissioned and qualified, personally came Vicki M.  
Kulig, known to me known to be the identical person(s) whose name(s) is/are affixed to  
the foregoing instrument and acknowledged the same to be a voluntary act and deed.



John Danielson  
Notary Public

2017-35420 F



**LEGAL DESCRIPTION (WATERLINE PERMANENT EASEMENT)**

THAT PART OF LOTS 1, 2 AND 3, PORTAL PLAZA SOUTH, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID LOT 3;  
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	Job Number: 181-567 (EX4R) thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: JULY 2, 2012 Drawn By: RJR Reviewed By: JDW Revision Date: 08/18/2012	<h1>EXHIBIT "A"</h1>