PILEU SARPY CO. NE.

INSTRUMENT AND DEED

2006-20683

COUNTER LM BE VERIFY AND DEED

VERIFY AND DEED

FEES \$ 20.50

CHECK #

CHC COP CASH

REGISTER OF DEEDS

REFUND CREDIT

SHORT NCR

## PERMANENT EASEMENT

The undersigned, Rogers Development, Inc., a Nebraska corporation, 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 ACity@, its successors and assigns, a temporary easement to construct and install a water line main along the east side of 72<sup>nd</sup> Street, 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.

Said easement will be twenty (20) feet wide over and under the following described area:

That part of Lot 81, Settlers Creek, a subdivision in Sarpy County, Nebraska, described as follows: Commencing at the Northwest Corner of said Lot 81; thence Southerly on the West lines of said Lot 81 on the following described five courses; thence S05°21'34"W (assumed bearing) 100.65 feet; thence S00°00'02"E 103.15 feet to the point of beginning; thence S89°31'01"W 9.83 feet; thence S00°10'32"E 496.79 feet; thence N89°52'33"E 10.00 feet; thence N00°11'43"W 496.85 feet to the point of beginning.

- 1. The points described above are subject to adjustment by subsequent agreement between the City of Papillion and Rogers Development, Inc.
- 2. That attached hereto as attachment "A" and incorporated herein by reference is a graphic description of said water line easement area.

Jennifer Niemier, City Clerk 122 E. 3<sup>rd</sup> Street Papillion, NE 68046 20683

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- 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 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. The City shall restore said property to its original condition upon completion of construction.
- 5. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.
- 6. The above payment shall cover all damages caused by the establishment and construction of the above project.
- 7. 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).
- 8. 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.
- 9. 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.

IN MITNESS WHEDEOF the Courted by a systematic Francisco the 1/f a

of	May	_, 2006.	rantor has executed this Easement the 70 day
		BY:	GRANTOR: ROGERS DEVELOPMENT, INC., A Nebraska Corporation Corporate President

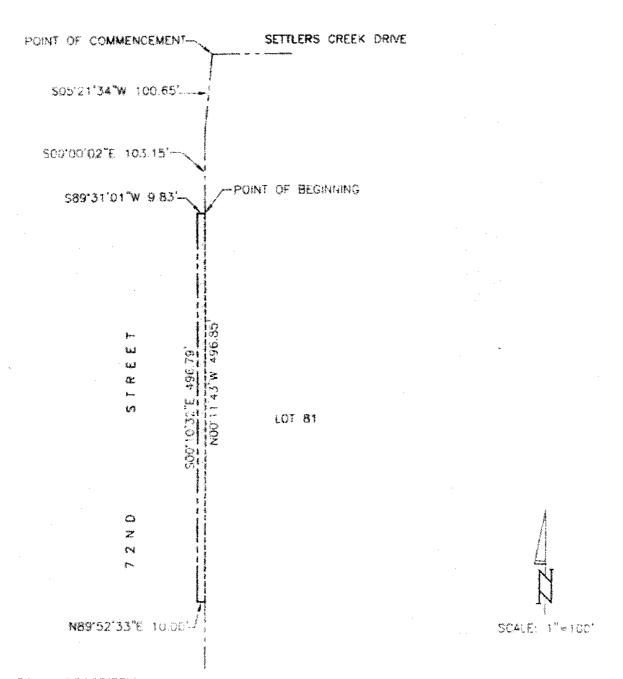
В

STATE OF NEBRASKA	)
COUNTY OF SARPY	)ss )
	y Public, qualified for said county, personally came
MICHAEL F. ROGE	President of Rogers Development, Inc., a Nebraska
• •	to be the identical person who signed the foregoing instrument,
and who acknowledged th	e same to be his voluntary act and deed.

Notary Public



J006-20683 C



## LEGAL DESCRIPTION - PERMANENT EASEMENT

THAT PART OF LOT \$1, SETTLERS CREEK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS CLAMMENCING AT THE NORTHWEST CORNER OF SAID LOT B1; THENCE SOUTHERLY ON THE WIST LINES OF SAID LOT 81 ON THE FOLLOWING DESCRIBED 5 COURSES; THENCE SOUTHERLY (ASSIMED BEARING) 100.65 FEET; THENCE SOUTHOUT SEGINNING, THENCE S89'31'01"W 9.83 FEET; THENCE SOUTHOUT SOUTHOUTS 496 79 FEET. THENCE NEGROE'33"E 10 CO FEET; THENCE NOO'11'45"W 496.85 FEET TO THE POINT OF BECHNING.

CITY OF PAPILLION TD2 FILE NO.: 181-448-EASEF DATE: MARCH 28, 2008
THOMPSON, DREESEN & DORNER, NO.: 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860