

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-28719

2006 AUG 21 P 12: 23 8

Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER LM C.E. SO
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PROOF _____
FEES \$ 25.50
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FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

R+R
City of Papillion
Attn: Jennifer
122 E 3rd St
Papillion, NE 68046

28719

A

PERMANENT EASEMENT

WALNUT CREEK OUTFALL SEWER

FOR AND IN CONSIDERATION of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Omaha Public Power District, (hereinafter referred to as the "GRANTOR", whether one or more), for himself, herself, themselves, or itself, and for his, her their or its heirs, successors and assigns, does hereby grant, bargain, sell, convey and confirm unto the CITY OF PApILLION, NEBRASKA, (hereinafter referred to as "PAPILLION") and its successors and assigns, a permanent easement, hereinafter described, in, over and upon parcels of land in Sarpy County, Nebraska, more particularly described in the legal description attached hereto as Exhibit "A", and incorporated herein by reference. (Such parcel(s) of land hereinafter being referred to as the "Easement Area".)

Pursuant to this Easement, Papillion, its successors and assigns, and their respective officers, agents, employees and contractors, shall have the right to enter and use the Easement Area in connection with inspection, operation, maintenance, replacement, and repair of Walnut Creek Outfall Sewer improvements, along with the right of ingress and egress, provided, however, there is reserved to the GRANTOR and GRANTOR'S heirs, successors and assigns, the right to use the Easement Area for purposes that do not interfere with Papillion's uses of the Easement Area.

GENERAL PROVISIONS

A. The above payments shall cover all damages caused by the establishment and construction of the above project.

B. The GRANTOR waives compliance by Papillion with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended.)

C. The GRANTOR, for itself and for its successors and assigns, covenants and agrees that GRANTOR is the owner of the Easement Area and that it has good right to convey this easement over the same; that said premises are free and clear of all liens and encumbrances, except easements and covenants of record; and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whatsoever.

D. 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.

E. Papillion shall return the surface of the Easement Area to the condition it was prior to any construction or maintenance

F. The GRANTOR warrants that no verbal or written representations or inducements have been made or given by PAPIILLION or by any of its officers, agents or employees, other than as may be recited in this document.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 7th day of August, 2006.

GRANTOR:

A. Mink

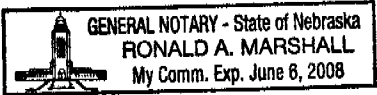
Vice President

Omaha Public Power District

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

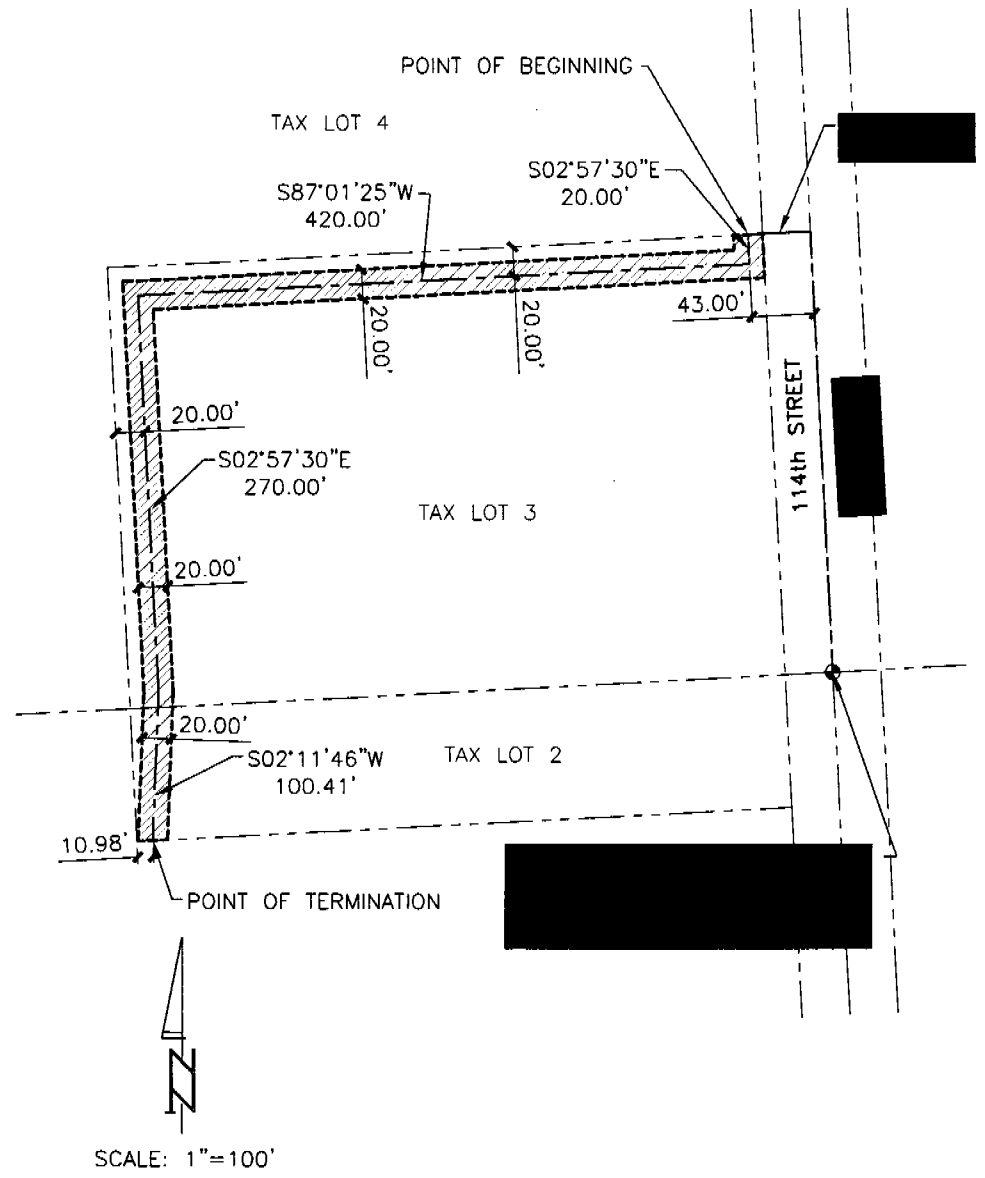
On this 7th day of August, 2006, before me a
General Notary Public, duly commissioned and qualified, personally
came AJ Minks, known to me known to
be the identical person(s) whose name(s) is/are affixed to the foregoing
instrument as Grantor(s) and acknowledged the same to be a voluntary act and
deed.



[Handwritten Signature]

Notary Public

2006-28719D



LEGAL DESCRIPTION – PERMANENT EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND LYING PARTIALLY WITHIN TAX LOT 2 IN THE NE ¼ OF THE SW ¼, AND PARTIALLY WITHIN TAX LOT 3 IN THE SE ¼ OF THE NW ¼, ALL IN SECTION 5, T13N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NW 1/4; THENCE N02°57'30"W (ASSUMED BEARING) 300.00 FEET ON THE WEST LINE OF SAID NW 1/4; THENCE S87°01'25"W 43.00 FEET ON A LINE 300.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NW ¼ AND ON THE NORTH LINE OF SAID TAX LOT 3 TO THE POINT OF BEGINNING; THENCE S02°57'30"E 20.00 FEET ON A LINE 43.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4; THENCE S87°01'25"W 420.00 FEET ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TAX LOT 3; THENCE S02°57'30"E 270.00 FEET ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TAX LOT 3; THENCE S02°11'46"W 100.41 FEET TO THE SOUTH LINE OF SAID TAX LOT 2 AND THE POINT OF TERMINATION, SAID POINT BEING 10.98 FEET EAST OF THE SOUTHWEST CORNER OF SAID TAX LOT 2, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTH LINE OF SAID TAX LOT 3 AND THE SOUTH LINE OF SAID TAX LOT 2.

CONTAINING 0.37 ACRES MORE OR LESS.