

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-54954

2002 DEC 31 P 2:178

Glenn J. Lowrey
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 25.50
Ck Cash Chg

MOA

PERMANENT EASEMENT

SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of THIRTEEN THOUSAND NINE HUNDRED and NO/00 (\$13,900.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, MARCELYN M. HURST and THOMAS J. HURST, wife and husband (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 SARPY COUNTY, NEBRASKA (hereinafter referred to as "the COUNTY") and its successors and assigns, a Permanent Easement, hereinafter described, in, over and upon a parcel of land in Sarpy County, Nebraska, more particularly described in the legal description attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" incorporated herein by reference, (such parcel of land hereinafter being referred to as the "Easement Area").

Pursuant to this Easement, the County, its successors and assigns, and their respective officers, agents, employees and contractors, shall have the permanent right to enter and use the Easement Area from time to time for ingress and egress in connection with inspection, operation, maintenance, replacement, and repair of outfall sewer improvements; and, the permanent right to have the Easement Area unobstructed at the time of the County's entries; provided, however, there is reserved to the GRANTOR, and to GRANTOR'S heirs, successors and assigns, the right to use the Easements Area for purposes that do not interfere with the County'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 except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

B. The GRANTOR waives compliance by the COUNTY 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 its successors and assigns, covenants and agrees that GRANTOR is the owner of the Easement Area and that it has good right to convey these easements over the same; that said premises are free and clear of all liens and encumbrances, except easements and covenants of record; and, and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

D. This Easement shall not pass, nor be construed to pass, to the COUNTY, a 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 the COUNTY'S rights under this Easement.

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A

- E. The GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.
- F. The COUNTY agrees to bury manholes #133, #134, #135, and #136, per plans, at least two (2) feet below ground level.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 2ND day of MAY, 2001.

GRANTOR:

Marcelyn M Hurst
 Marcelyn M. Hurst

Thomas J Hurst
 Thomas J. Hurst

Acknowledgment

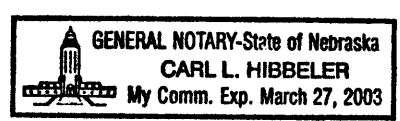
STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 2ND day of May, 2001, before me, a Notary Public in and for said County, personally came the above named Marcelyn Hurst and Thomas J. Hurst, to me personally known to be the identical person(s) whose name(s) are affixed to the above and foregoing instrument, and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Carl L. Hibbeler
 Notary Public

My commission expires the 27th day of March, 2003.



B

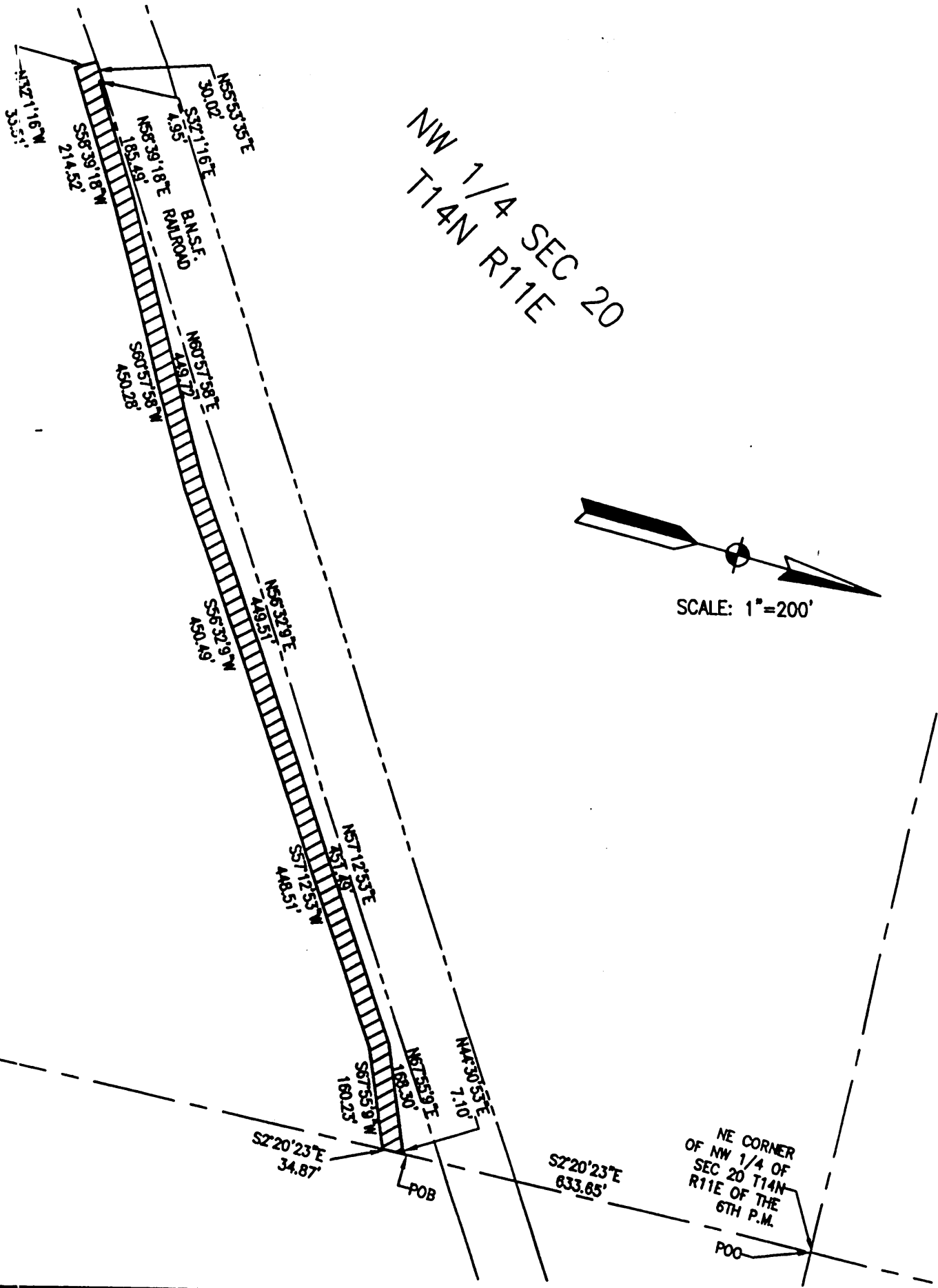
**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "A"

Tract #3

TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20; THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 S2'20'23"E (ASSUMED BEARING) FOR 633.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE S2'20'23"E FOR 34.87 FEET; THENCE S67'55'9"W FOR 160.23 FEET; THENCE S57'12'53"W FOR 448.51 FEET; THENCE S56'32'9"W FOR 450.49 FEET; THENCE S60'57'58"W FOR 450.28 FEET; THENCE S58'39'18"W FOR 214.52 FEET; THENCE N32'1'16"W FOR 33.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE N55'53'35"E FOR 30.02 FEET; THENCE S32'1'16"E FOR 4.95 FEET; THENCE N58'39'18"E FOR 185.49 FEET; THENCE N60'57'58"E FOR 449.72 FEET; THENCE N56'32'9"E FOR 449.51 FEET; THENCE N57'12'53"E FOR 451.49 FEET; THENCE N67'55'9"E FOR 168.30 FEET; THENCE N44'30'53"E FOR 7.10 FEET TO THE POINT OF BEGINNING. CONTAINING 1.20 ACRES MORE OR LESS.



OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 PACIFIC STREET • SUITE 232 • OMAHA, NEBRASKA 68114-4722

PHONE: 402-399-8552 FAX: 402-399-9852

GRETNA INTERCEPTOR SEWER PHASE 2 & 3

OPCE PROJECT NO. 00098-01

JANUARY 2001

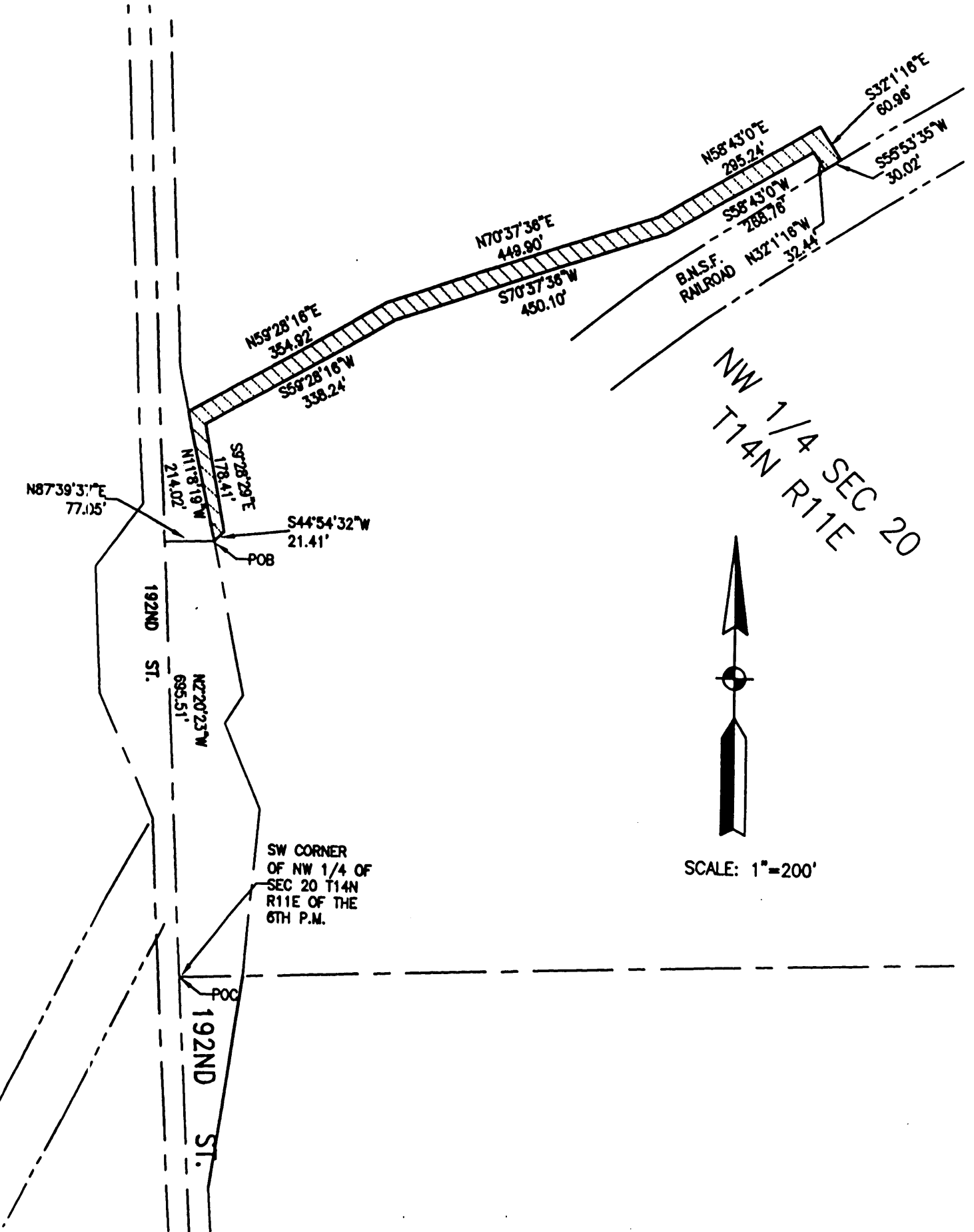
**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "B"

Tract #3

TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 N2°20'23"W (ASSUMED BEARING) FOR 695.51 FEET; THENCE N87°39'37"E FOR 77.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 192ND STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY LINE N11°8'19"W FOR 214.02 FEET; THENCE N59°28'16"E FOR 354.92 FEET; THENCE N70°37'36"E FOR 449.90 FEET; THENCE N53°43'0"E FOR 295.24 FEET; THENCE S32°1'16"E FOR 60.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE S55°53'35"W FOR 30.02 FEET; THENCE N32°1'16"W FOR 32.44 FEET; THENCE S58°43'0"W FOR 268.76 FEET; THENCE S70°37'36"W FOR 450.10 FEET; THENCE S59°28'16"W FOR 338.24 FEET; THENCE S9°28'29"E FOR 178.41 FEET; THENCE S44°54'32"W FOR 21.41 FEET TO THE POINT OF BEGINNING.



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PHONE: 402-399-8552 FAX: 402-399-9852

GRETNA INTERCEPTOR SEWER PHASE 2 & 3
OPCE PROJECT NO. 99090-01
JANUARY 2001

2002-549541

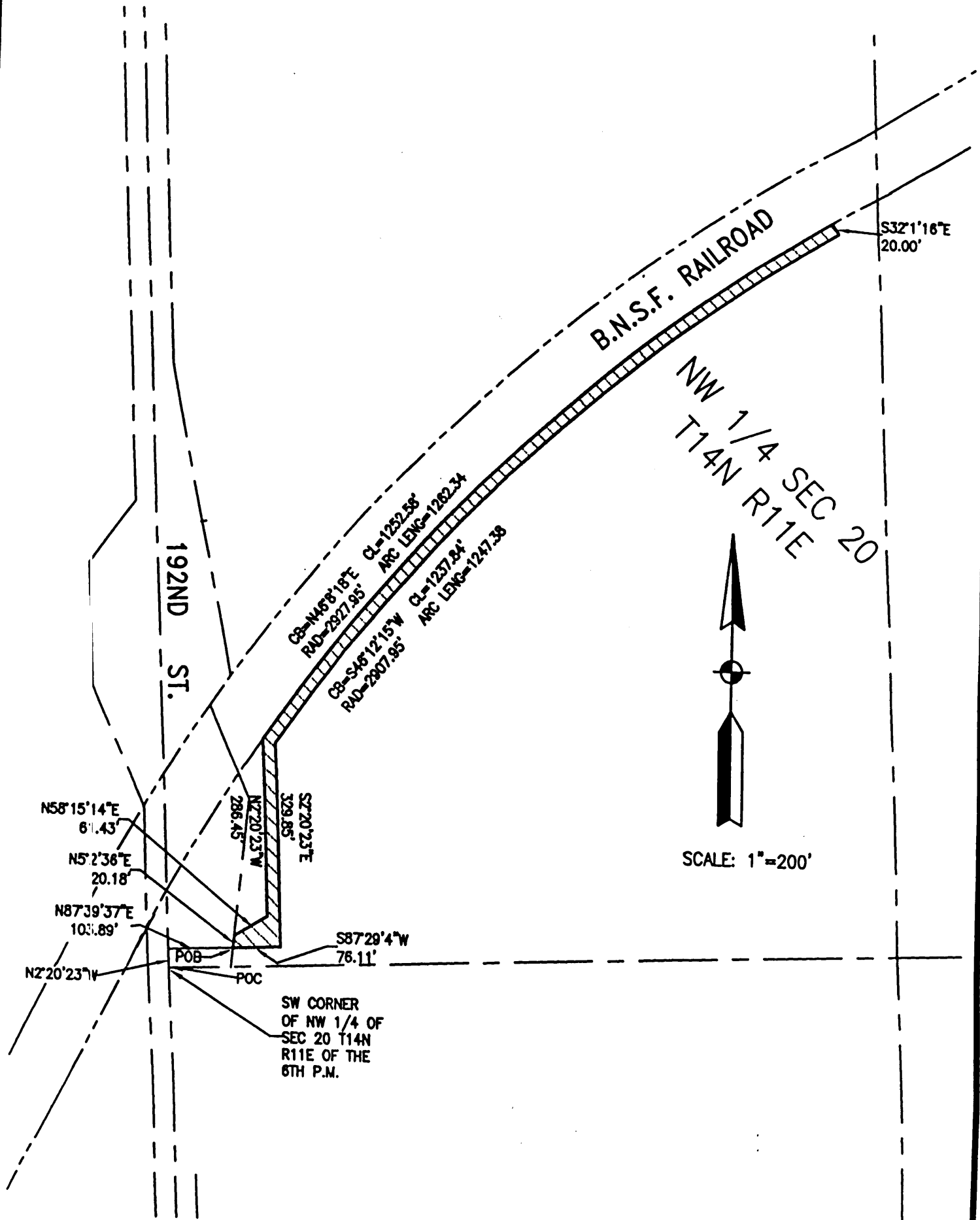
PERMANENT ACCESS EASEMENT
LEGAL DESCRIPTION:

EXHIBIT "C"

TRACT #3

TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 N2°20'23"W (ASSUMED BEARING) FOR 30.32 FEET; THENCE N87°39'37"E FOR 103.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 192ND STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY LINE N5°2'36"E FOR 20.18 FEET; THENCE N58°15'14"E FOR 61.43 FEET; THENCE N2°20'23"W FOR 286.45 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE A CURVE TO THE RIGHT HAVING A RADIUS OF 2927.95 FEET, AN ARC LENGTH OF 1262.34 FEET, A CHORD BEARING OF N46°8'18"E, AND A CHORD LENGTH OF 1252.58 FEET; THENCE S32°1'16"E FOR 20.00 FEET; THENCE A CURVE TO THE LEFT HAVING A RADIUS OF 2907.95 FEET, AN ARC LENGTH OF 1247.38 FEET, A CHORD BEARING OF S46°12'15"W, AND A CHORD LENGTH OF 1237.84 FEET; THENCE S2°20'23"E FOR 329.85 FEET; THENCE S87°29'4"W FOR 76.11 FEET TO THE POINT OF BEGINNING. CONTAINING 0.77 ACRES MORE OR LESS.



REV-3/01

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GREYNA INTERCEPTOR SEWER PHASE 2 & 3	
OPCE PROJECT NO. 99099-01	
JANUARY 2001	1/1