

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-54972

2002 DEC 31 P 2:24 PM

Flora J. ...
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 Sixteen Thousand Two-hundred and Eighty Dollars and No/100(\$16,280.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, 192nd & HARRISON PARTNERSHIP, LTD. (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.

54972

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.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 13th day of September, 2001.

GRANTOR: 192ND & HARRISON PARTNERSHIP, LTD.

By: BHD LLC, a Nebraska Limited Liability Company, General Partners

By: Maurice M. Udes
Maurice M. Udes, Manager

Acknowledgment

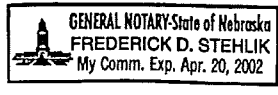
STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 13th day of September, 2001, before me, a Notary Public in and for said County, personally came the above named Maurice M. Udes, Manager of BHD, LLC, a, LTD Nebraska Limited Liability Company, General Partners of 192ND & HARRISON PARTNERSHIP, 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.

Frederick D. Stehlik
Notary Public

My commission expires the 20th day of April, 2002.



**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "A"

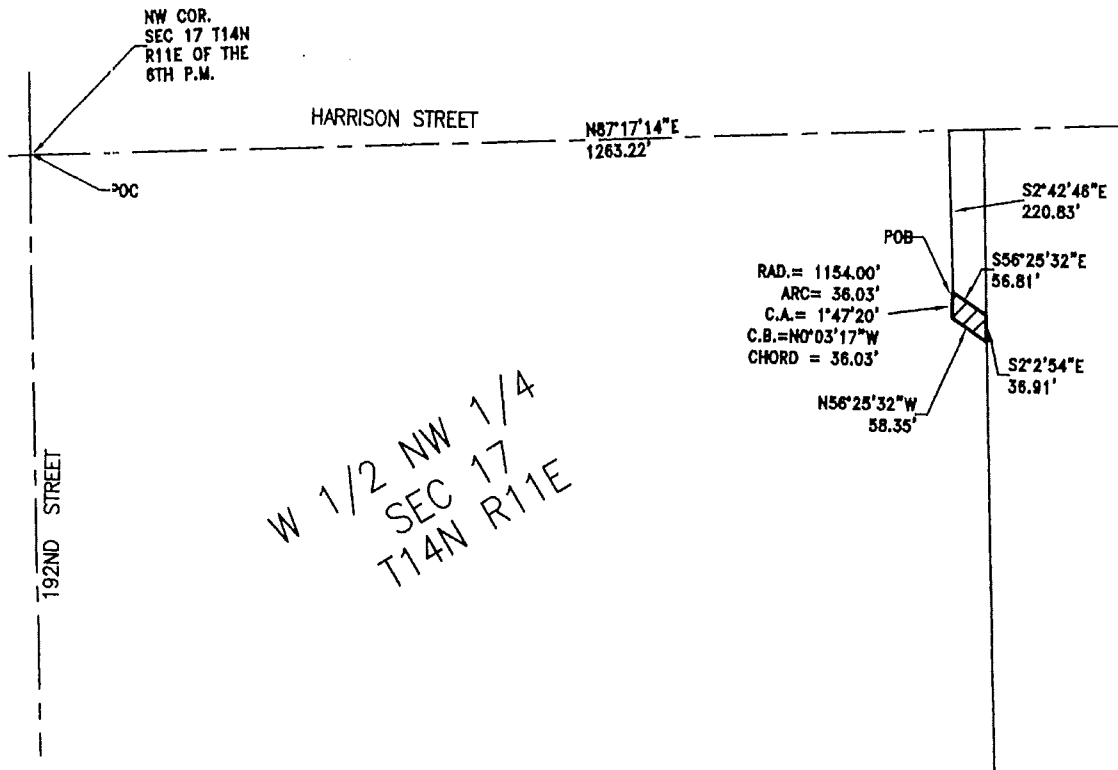
Tract #25

TRACT OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE NORTH LINE OF SAID SECTION 17 N87°17'14"E (ASSUMED BEARING) FOR 1263.22 FEET; THENCE N2°42'46"E FOR 220.83 FEET TO THE POINT OF BEGINNING; THENCE S56°25'32"E FOR 56.81 FEET; THENCE S2°2'54"E FOR 36.91 FEET; THENCE N56°25'32"W FOR 58.35 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 1154.00 FEET AN ARC DISTANCE OF 36.03 FEET WITH A CENTRAL ANGLE OF 1°47'20" A CHORD BEARING OF N00°03'17"W AND A CHORD LENGTH OF 36.03 FEET TO THE POINT OF BEGINNING, CONTAINING 1,724 SQUARE FEET MORE OR LESS.



SCALE: 1" = 200'



OLMSTED & PERRY CONSULTING ENGINEERS INC.

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

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

REV. 7-28-2001
REV. 7-2001
REV. 8-2001

GREYNA INTERCEPTOR SEWER PHASE 2 & 3	
OPCE PROJECT NO. 99009-01	1
JANUARY 2001	1

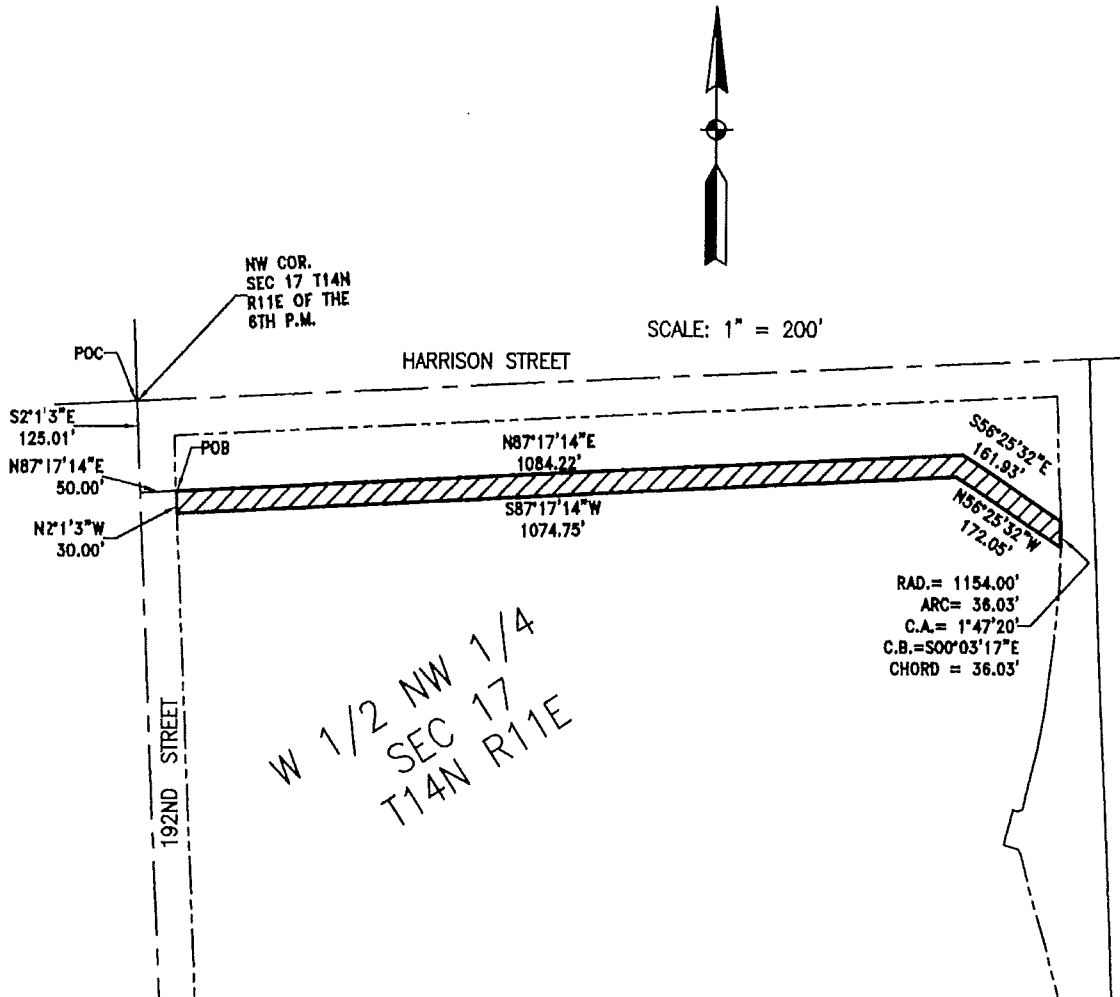
**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "B"

Tract #25

TRACT OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID SECTION 17 S2°1'3"E (ASSUMED BEARING) FOR 125.01 FEET; THENCE N87°17'14"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE N87°17'14"E FOR 1084.22 FEET; THENCE S56°25'32"E FOR 161.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 1154.00 FEET AN ARC DISTANCE OF 36.03 FEET WITH A CENTRAL ANGLE OF 1°47'20" A CHORD BEARING OF S00°03'17"E AND A CHORD LENGTH OF 36.03 FEET; THENCE N56°25'32"W 172.05 FEET; THENCE S87°17'14"W FOR 1074.75 FEET; THENCE N2°1'3"W FOR 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.86 ACRES MORE OR LESS.



OILMSTED & PERRY CONSULTING ENGINEERS INC.

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REV. 7-23-2001
REV. 7-2001
REV. 6-2001

GRETNA INTERCEPTOR SEWER PHASE 2 & 3

OPCE PROJECT NO. 00009-01
JANUARY 2001

1

2002-54972 D

**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "C"

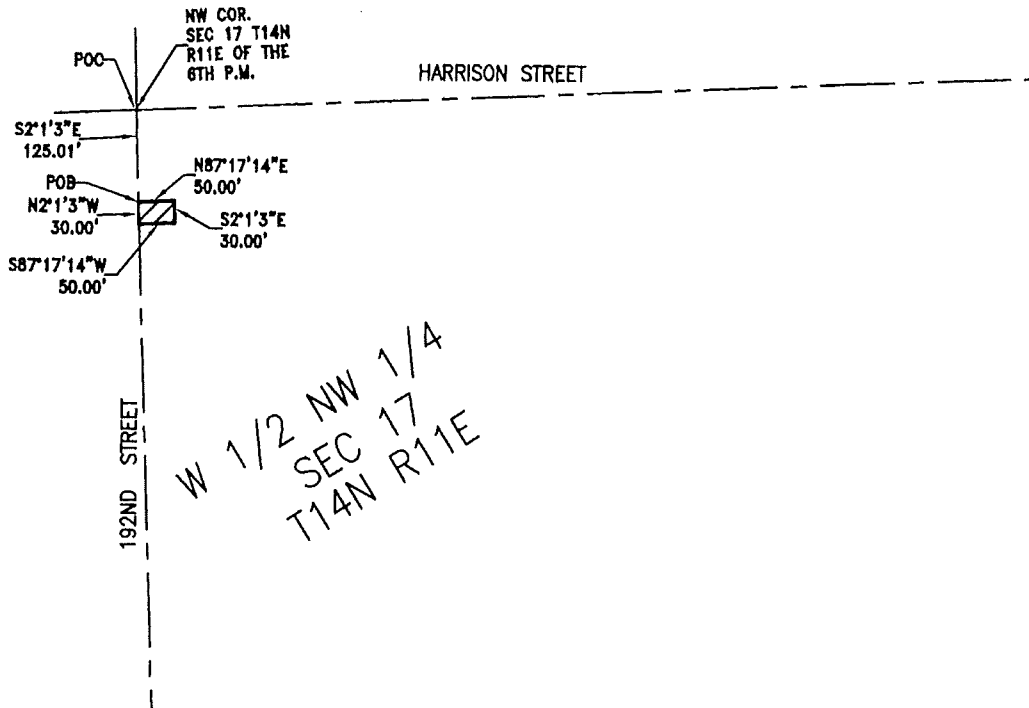
Tract #25

TRACT OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID SECTION 17 S2°1'3"E (ASSUMED BEARING) FOR 125.01 FEET TO THE POINT OF BEGINNING; THENCE N87°17'14"E FOR 50.00 FEET; THENCE S2°1'3"E FOR 30.00 FEET; THENCE S87°17'14"W FOR 50.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17; THENCE ALONG THE WEST LINE N2°1'3"W FOR 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,500 SQUARE FEET MORE OR LESS.



SCALE: 1" = 200'



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REV. 7-23-2001
REV. 7-2001
REV. 8-2001

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