

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2003-21946

2003 APR 24 P 2:14 8

Glenn J. Sandberg

REGISTER OF DEEDS

Counter LM LM
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 Fee \$ 20.50
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PERMANENT EASEMENT

**PRAIRIE CORNERS OUTFALL SEWER REPLACEMENT
SARPY COUNTY, NEBRASKA**

FOR AND IN CONSIDERATION of the payment of the sum of [One dollar and no/100 (\$1.00) dollars] and other good and valuable consideration, the receipt of which is hereby acknowledged, SANDRA K. MOORE and STEPHEN D. MOORE, wife and husband, (together hereinafter referred to as the 'Grantor'), for themselves and for their heirs, successors and assigns, do hereby grant, bargain, sell convey and confirm unto Sarpy County, Nebraska (hereinafter referred to as the "County") a Permanent Easement, to lay, inspect, operate, maintain, replace and repair one pipeline for the transportation of sewer water (the "Pipeline"), in, over and upon a parcel 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 of land hereinafter being referred to as the "Easement Area").

General Provisions

A. 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).

B. The Grantor, for themselves and their successors and assigns, covenants and agrees that Grantor is the owner of the Easement Area and that they have 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, that they will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

C. This Easement shall not pass, nor be construed to pass, to the County, in fee simple interest or title to the Easement Area. The Grantor shall have the reserved right to make non-structural uses of the Easement Area including, without limitation, planting and harvesting crops, compacting soil, paving all or a part of the Easement Area for use as a parking lot or any other purpose, landscaping, planting bushes, adding fill dirt and laying, maintaining, operating, repairing, and removing any and all other types of utility lines or pipelines. The County represents and warrants that the Pipeline has been engineered and constructed pursuant to Good Industry Practice and is engineered and designed to withstand 30 feet of allowable depth of fill. The County covenants and agrees that the County is responsible for and shall be obligated to pay for the repair and replacement of any and all non-structural items of Grantor damaged or destroyed by the County and its agents, employees and contractors at any time during the County's use of the Easement Area.

D. Following completion of any construction or repair, the County shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour and shall remove all debris, surplus material and construction equipment from the Easement Area within a reasonable time after the work is performed. The County agrees to remove, stockpile and replace a minimum of 6 inches of topsoil in all excavated areas. All disturbed areas shall be seeded. During the two-year period following the execution of this Easement, the County shall be obligated to fill, compact below topsoil level and grade any portion of the disturbed area which settles or erodes and reseed if necessary to establish grass where designated by Grantor.

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E. The Lessee shall have the reserved right to make non-structural uses of the Easement Area including, without limitation planting and harvesting crops, paving all or a part of Easement Area for use as a parking lot or any other purpose, compacting soil, landscaping, planting bushes, adding fill dirt and laying, maintaining, operating, repairing, and removing any and all other types of utility lines or pipelines. The County represents and warrants that the Pipeline has been engineered and constructed pursuant to Good Industry Practice and is engineered and designed to withstand 30 feet of allowable depth of fill. The County covenants and agrees that the County is responsible for and shall be obligated to pay for the repair and replacement of any and all non-structural items of Lessee damaged or destroyed by the County and its agents, employees and contractors at any time during the County's use of the Easement Area.

F. The County agrees to remove existing manholes located in the existing sanitary sewer and drainage easement described in "Return of Appraisers" recorded in Misc. Book 47 at Page 643 and illustrated on Exhibit "A" (the "Existing Easement") an area a minimum of 5.0 feet below existing grade.

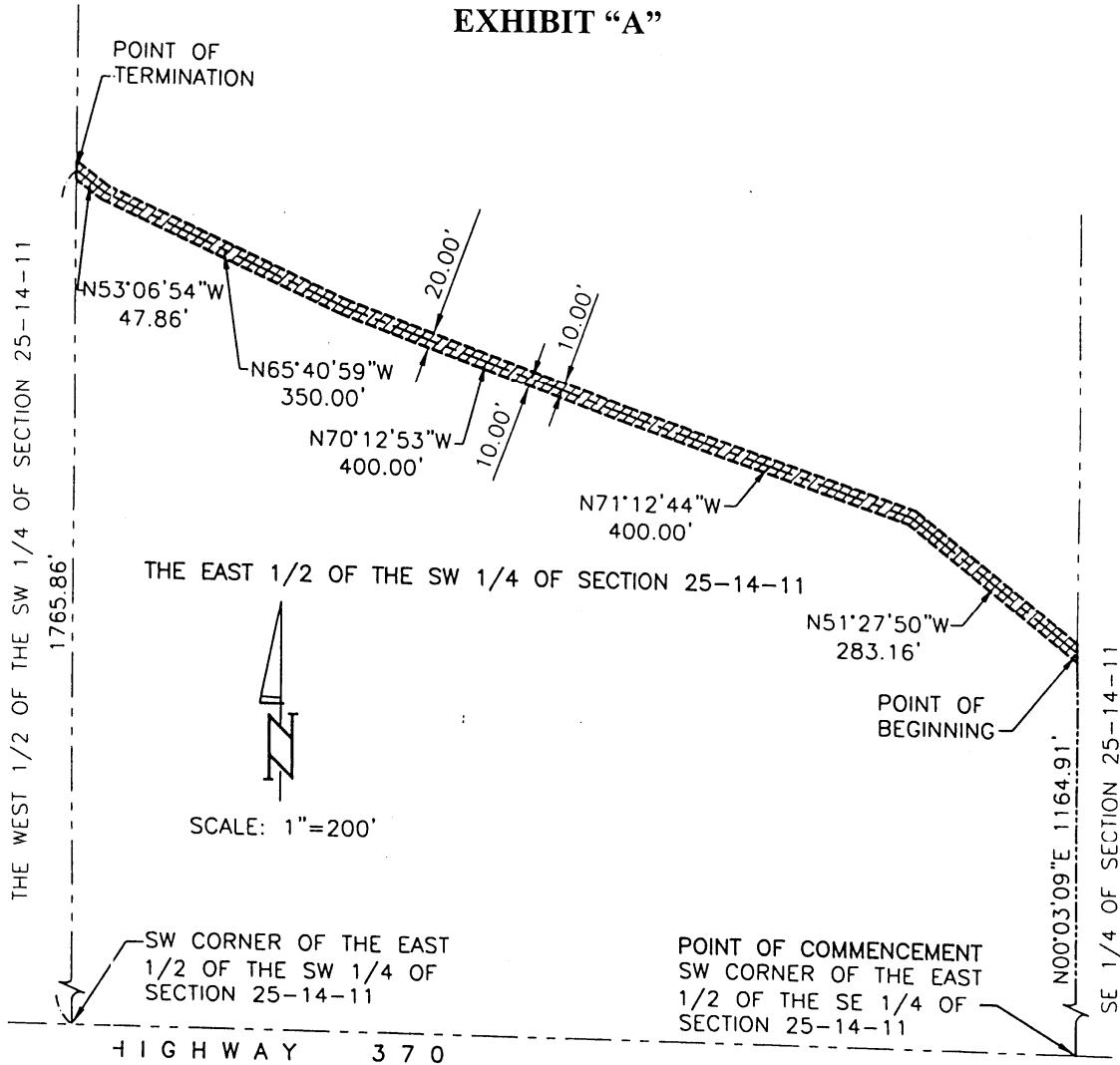
G. To the extent applicable to the County, County represents and warrants to Grantor that County and any of its predecessors have not engaged in any Environmental Activity or alleged Environmental Activity in violation of any Environmental, Health and Safety Laws with regard to the Existing Easement. For purposes of this Easement, the term "Environmental Activity" means any actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any hazardous substances from, under, into or on the Existing Easement or otherwise relating to the Existing Easement or the use of the Existing Easement, or any other activity or occurrence that causes or would cause such event to exist. For purposes of this Easement, "Environmental, Health and Safety Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), and the Occupational Safety and Health Act of 1970, each as amended, together with all other laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder) of federal, state, local and foreign governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases or threatened releases of pollutants, petroleum or its byproducts or derivatives, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, petroleum or its byproducts or derivatives, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes.

H. County further represents and warrants to Grantor that County and any of its predecessors have complied with all Environmental, Health and Safety Laws and no action, suit, proceeding, hearing, investigation, charge, complaint, demand or notice has been filed or commenced against County alleging any Environmental Activity or failure to comply with such laws with regard to the Existing Easement. County further represents and warrants to Grantor and their successors and assigns that Grantor and their successors and assigns shall not be liable for any Environmental Activity or the violation of any Environmental, Health and Safety Law as a result of actions taken, omitted to be taken or to be taken by County with regard to the Existing Easement and the Easement Area.

I. The County agrees to keep the Easement Area free and clear of liens for labor and materials expended in the Easement Area. In addition, should the County abandon the Existing Easement or the Easement Area at anytime (the "Abandoned Easement"), the County covenants and agrees to remove any and all sewer pipe debris caused by the deterioration or leakage from the sewer pipe, including, without limitation, removal of exposed and deteriorating sewer pipe. Further, the County covenants and agrees that the County will not transfer, assign or otherwise convey (other than to Grantor

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EXHIBIT "A"



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE EAST 1/2 OF THE SW 1/4 OF SECTION 25, T14N, R11E 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 SE CORNER OF SAID EAST 1/2; THENCE N00°03'09"E (ASSUMED BEARING) 1164.91 FEET ON THE EAST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING; THENCE N51°27'50"W 283.16 FEET; THENCE N71°12'44"W 400.00 FEET; THENCE N70°12'53"W 400.00 FEET; THENCE N65°40'59"W 350.00 FEET; THENCE N53°06'54"W 47.86 FEET TO THE WEST LINE OF SAID EAST 1/2 AND THE POINT OF TERMINATION, SAID POINT BEING 1765.86 FEET FROM THE SW CORNER OF SAID EAST 1/2, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EAST AND WEST LINES OF SAID EAST 1/2, CONTAINING 0.68 ACRES MORE OR LESS.