

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2003-08134

2003 FEB 14 PM 4:34

*Glenn J. Dowling*  
REGISTER OF DEEDS

Counter             
Verify             
D.E.             
Proof             
Fee \$ 20.50  
Ck  Cash  Chg

*MOA*

PERMANENT EASEMENT

PRAIRIE CORNERS OUTFALL SEWER REPLACEMENT  
SARPY COUNTY, NEBRASKA

FOR AND IN CONSIDERATION of the payment of the sum of SIX THOUSAND TWO HUNDRED FIFTY and no/00 (\$6,250.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, GLEN J. HANSEN and LOIS A. HANSEN, husband and wife; ROGER H. HANSEN and NANCY HANSEN, husband and wife and JANE L. KROESE and CARLTON N. KROESE, 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 **Exhibits "A"** and 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 Easement 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, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

*R+R*  
*Sarpy Co Attorney*

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.

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 8<sup>TH</sup> day of FEBRUARY, 2003.

GRANTOR:

Glen J. Hansen  
Glen J. Hansen

Lois A. Hansen  
Lois A. Hansen

Roger H. Hansen  
Roger H. Hansen

Nancy Hansen  
Nancy Hansen

Jane L. Kroese  
Jane L. Kroese

Carlton D. Kroese  
Carlton D. Kroese  
NOK

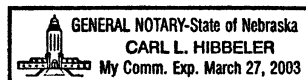
Acknowledgment

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF OTTO )

On this 31<sup>ST</sup> day of JANUARY, 2003, before me, a Notary Public in and for said County, personally came the above named Glen J. Hansen and Lois A. Hansen, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Carl L. Hibbeler  
Notary Public



My commission expires the 27<sup>th</sup> day of MARCH, 2003.

B

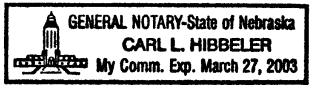
Acknowledgment

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLASS)

On this 20<sup>th</sup> day of JANUARY, 2003, before me, a Notary Public in and for said County, personally came the above named Roger H. Hansen and Nancy Hansen, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Carl L. Hibbler  
Notary Public



My commission expires the 27<sup>th</sup> day of March, 2003.

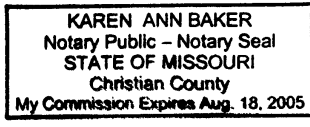
Acknowledgment

STATE OF MISSOURI)  
) ss.  
COUNTY OF CHRISTIAN)

On this 8<sup>th</sup> day of FEBRUARY, 2003, before me, a Notary Public in and for said County, personally came the above named Jane L. Kroese and Carlton Kroese, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed of said corporation.

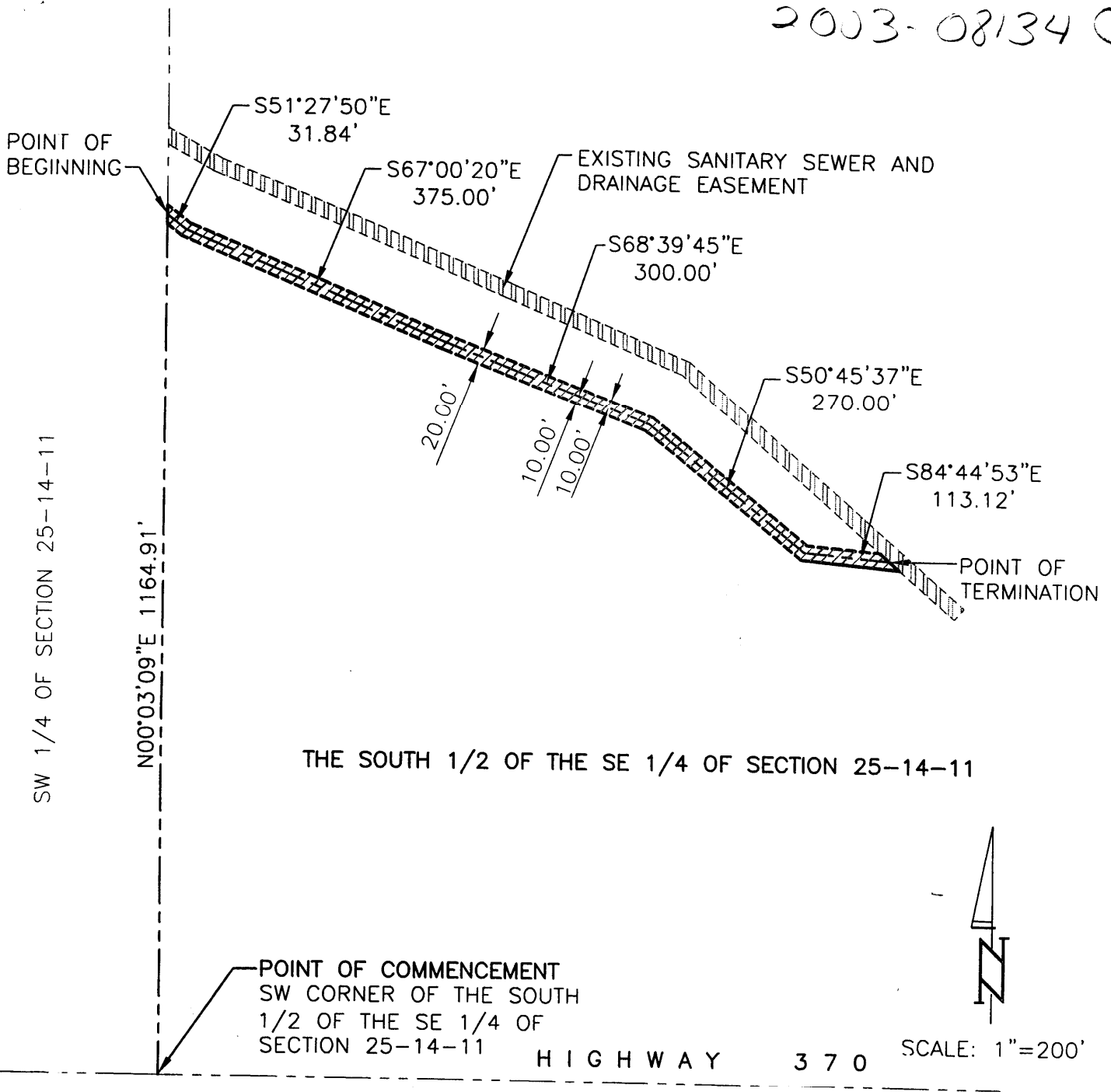
WITNESS my hand and Notarial Seal the date last aforesaid.

Karen Ann Baker  
Notary Public



My commission expires the 18<sup>th</sup> day of AUGUST, 2003.

2003-08134 C



THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 25-14-11



SCALE: 1"=200'

### LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE SOUTH 1/2 OF THE SE 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 SW CORNER OF SAID SOUTH 1/2; THENCE N00°03'09"E (ASSUMED BEARING) 1164.91 FEET ON THE WEST LINE OF SAID SOUTH 1/2 TO THE POINT OF BEGINNING; THENCE S51°27'50"E 31.84 FEET; THENCE S67°00'20"E 375.00 FEET; THENCE S68°39'45"E 300.00 FEET; THENCE S50°45'37"E 270.00 FEET; THENCE S84°44'53"E 113.12 FEET TO THE TO THE SOUTHERLY LINE OF AN EXISTING SANITARY SEWER AND DRAINAGE EASEMENT RECORDED IN MISC. BOOK 47 AT PAGE 574 OF THE SARPY COUNTY RECORDS AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WEST LINE OF SAID SOUTH 1/2 AND THE SOUTHERLY LINE OF SAID SANITARY SEWER AND DRAINAGE EASEMENT.

CONTAINING 0.50 ACRES MORE OR LESS.