


FILED SARPY CO. NE.
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2000 - 27263
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REGISTER OF DEEDS

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PERMANENT EASEMENT

SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of EIGHT THOUSAND SEVEN HUNDRED THIRTY-SIX and NO/00 (\$8,736.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, JUDITH FREDERICK and ALLEN L. FREDERICK, wife and husband; MARY WATSON and RICHARD WATSON, wife and husband; NANCY TRUMBLE, single; ANNE TRUMBLE, single; BRIAN FREDERICK, single; and BRETT FREDERICK, single (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" 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 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.

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 24th day of OCTOBER, 2000.

GRANTOR:

Judith Frederick
Judith Frederick

Allen L. Frederick
Allen L. Frederick

Mary Watson
Mary Watson

Richard Watson
Richard Watson

Nancy Trumble
Nancy Trumble

Anne Trumble
Anne Trumble

Brian Frederick
Brian Frederick

Brett Frederick
Brett Frederick

Acknowledgment

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

On this 3rd day of Oct, 2000, before me, a Notary Public in and for said County, personally came the above named Judith Frederick and Allen L. Frederick wife and husband, to me personally known to be the identical person(s) whose name(s) is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Betty Powell
Notary Public

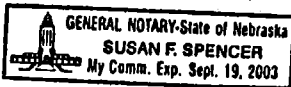
My commission expires the 5th day of Nov, 2001

Acknowledgment

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 24 day of October, 2000, before me, a Notary Public in and for said County, personally came the above named Mary Watson and Richard Watson, wife and husband, to me personally known to be the identical person(s) whose name(s) is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Susan F. Spencer
Notary Public

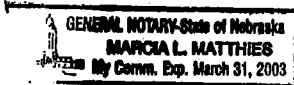
My commission expires the 19 day of September, 2003.

Acknowledgment

STATE OF Nebraska)
COUNTY OF Saupe) ss.

On this 14th day of Oct, 2000, before me, a Notary Public in and for said County, personally came the above named Nancy Trumble, to me personally known to be the identical person(s) whose name(s) is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Marcia L. Matthies
Notary Public

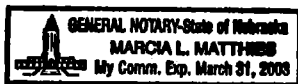
My commission expires the 31 day of March, 2003

Acknowledgment

STATE OF NEBRASKA)
COUNTY OF Saupe) ss.

On this 14th day of Oct, 2000, before me, a Notary Public in and for said County, personally came the above named Anne Trumble, to me personally known to be the identical person(s) whose name(s) is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Marcia L. Matthies
Notary Public

My commission expires the 31 day of March, 2003

Acknowledgment

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

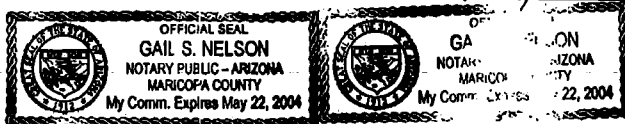
On this 6 day of October, 2000, before me, a Notary Public in and for said County, personally came the above named Brian Frederick, to me personally known to be the identical person(s) whose name(s) are affixed to the above and foregoing instrument, and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Gail S. Nelson

Notary Public

My commission expires the 22 day of May, 2004.



Acknowledgment

STATE OF Delaware)
) ss.
COUNTY OF Leicester)

On this 3rd day of Oct, 2000, before me, a Notary Public in and for said County, personally came the above named Brett Frederick, 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.



Betty Powell

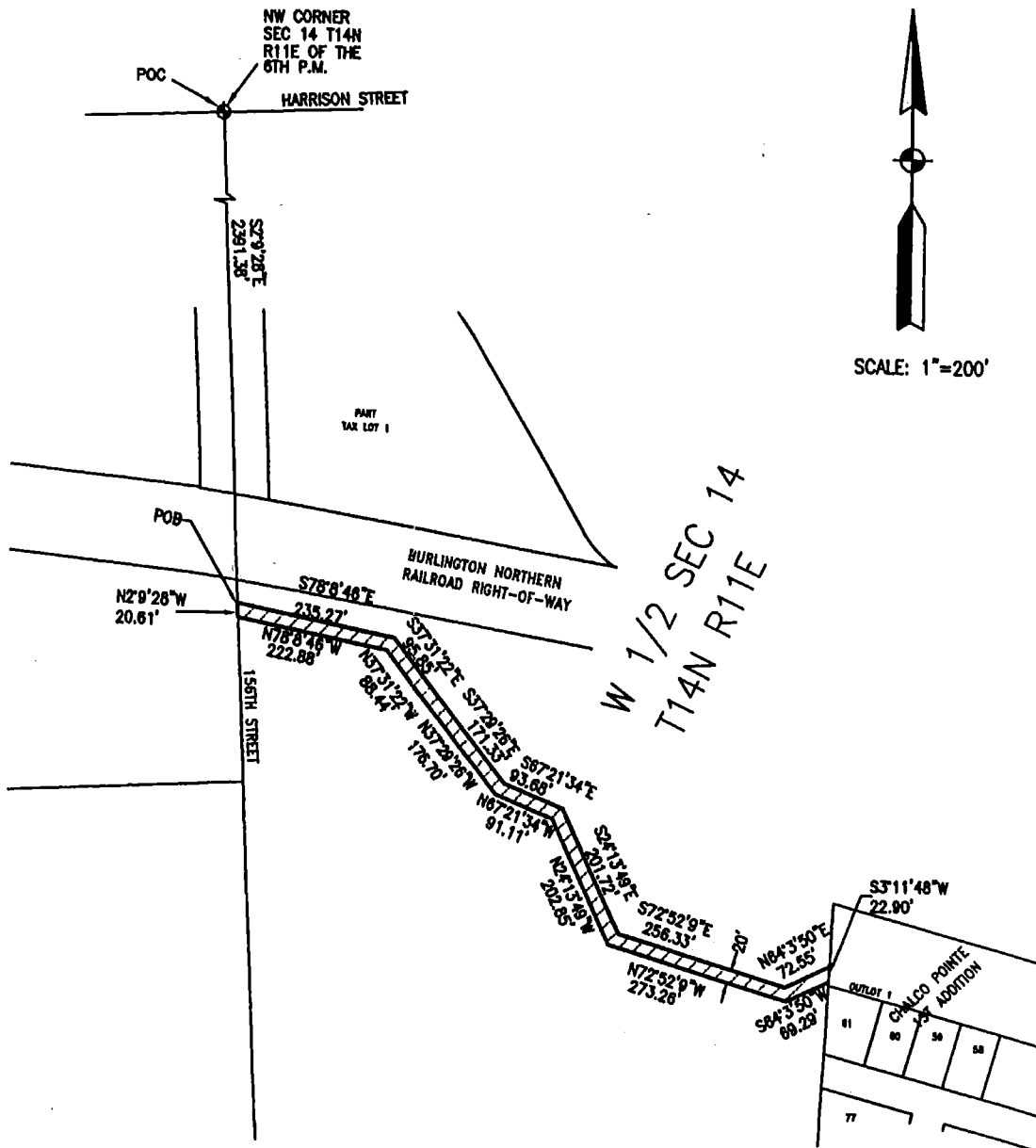
Notary Public

My commission expires the 5th day of Nov, 2001.

**PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE WEST 1/2 OF SECTION 14 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 14; THENCE ALONG THE WEST LINE OF SAID SECTION 14 S2'9'28"E (ASSUMED BEARING) FOR 2391.38 FEET; TO THE TRUE POINT OF BEGINNING; THENCE S78'8'46"E FOR 235.27 FEET; THENCE S37'31'22"E FOR 95.85 FEET; THENCE S37'29'26"E FOR 171.33 FEET; THENCE S67'21'34"E FOR 93.68 FEET; THENCE S24'13'49"E FOR 201.72 FEET; THENCE S72'52'9"E FOR 256.33 FEET; THENCE N64'3'50"E FOR 72.55 FEET TO A POINT ON THE WEST BOUNDARY LINE OF CHALCO POINTE 1st ADDITION, A SUBDIVISION SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA; THENCE ALONG THE WEST LINE S3'11'48"W FOR 22.90 FEET; THENCE S64'3'50"W FOR 69.29 FEET; THENCE N72'52'9"W FOR 273.26 FEET; THENCE N24'13'49"W FOR 202.85 FEET; THENCE N67'21'34"W FOR 91.11 FEET; THENCE N37'29'26"W FOR 176.70 FEET; THENCE N37'31'22"W 88.44 FEET; THENCE N78'8'46"W FOR 222.88 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N2'9'28"W FOR 20.61 FEET TO THE POINT OF BEGINNING. CONTAINING 0.52 ACRES MORE OR LESS.



OLMSTED & PERRY CONSULTING ENGINEERS INC.

10780 PACIFIC STREET • SUITE 232 • OMAHA, NEBRASKA 68114-4722

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

GRETHA INTERCEPTOR SEWER SEGMENT 1	
OPCE PROJECT NO. 00006-01	1
SEPTEMBER 2000	1