

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-54963
2002 DEC 31 P 2: 20
Glenn J. [Signature]
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 20.50
Ck Cash Chg
MOA

PERMANENT EASEMENT
SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of NINE THOUSAND THREE HUNDRED SIXTY-FIVE and no/00(\$9,365.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, LORENZE G. ROLOFF and JANICE E. ROLOFF, husband and wife (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 Exhibit "B" 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.

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 19 day of July, 2001.

GRANTOR:

Lorenze G. Roloff
Lorenze G. Roloff

Janice E. Roloff
Janice E. Roloff

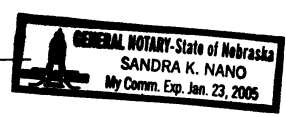
Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 19 day of July, 2001, before me, a Notary Public in and for said County, personally came the above named Lorenze G. Roloff and Janice E. Roloff, 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.

Sandra K. Nano
Notary Public



My commission expires the 23rd day of January, 2005.

PERMANENT SANITARY SEWER EASEMENT
LEGAL DESCRIPTION:

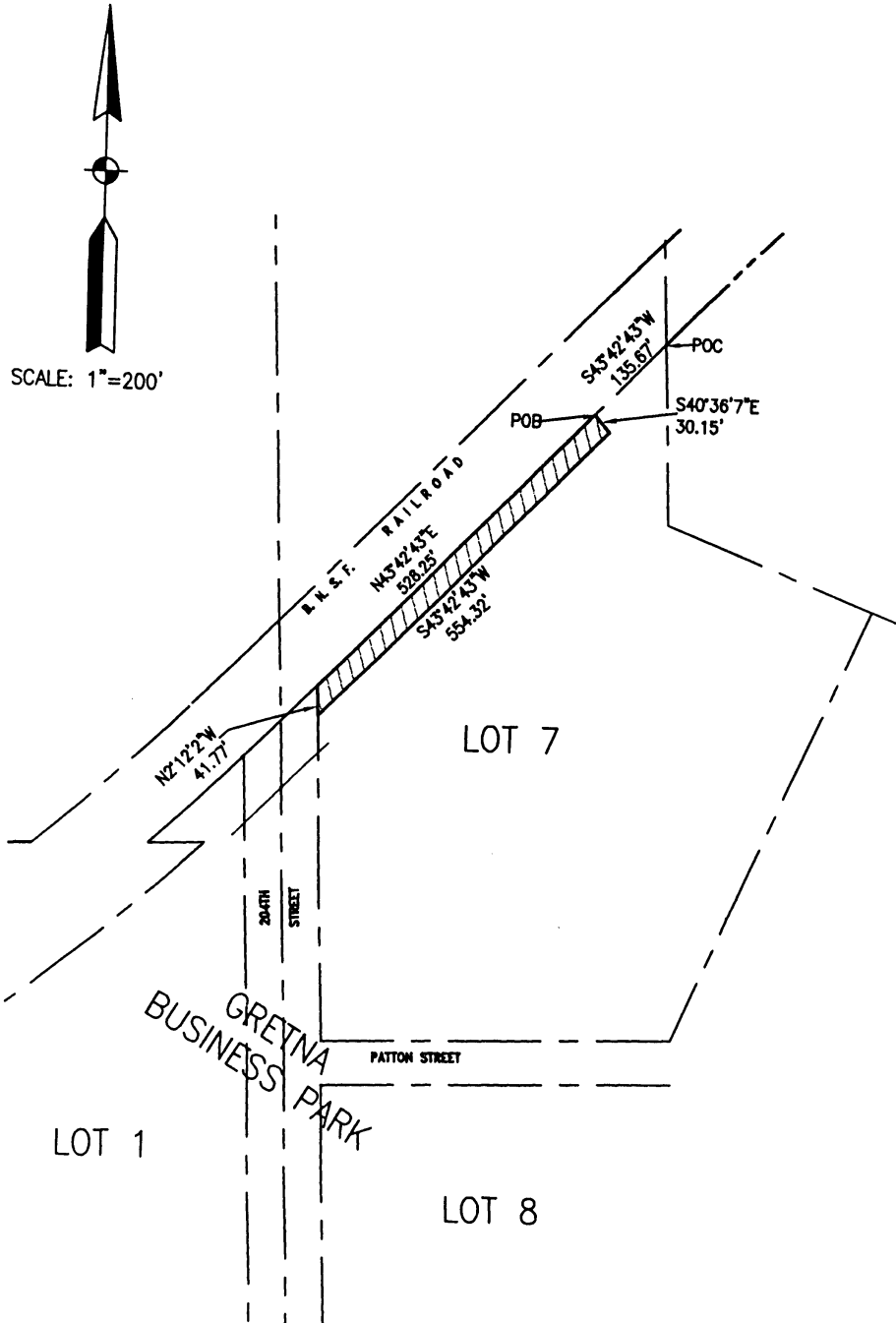
EXHIBIT "A"

Tract #13

B

TRACT OF LAND LOCATED IN LOT 7 OF THE GREYNA BUSINESS PARK, A SUBDIVISION SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTH PROPERTY LINE S43°42'43"W (ASSUMED BEARING) FOR 135.67 FEET TO THE POINT OF BEGINNING; THENCE S40°36'7"E FOR 30.15 FEET; THENCE S43°42'43"W FOR 554.32 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG THE WEST LINE N2°12'2"W FOR 41.77 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7; THENCE ALONG THE NORTH LINE N43°42'43"E FOR 528.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES MORE OR LESS.



OLMSTED & PERRY CONSULTING ENGINEERS INC.

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

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

REV. 7-12-01

GREYNA INTERCEPTOR SEWER PHASE 2 & 3	
OPCE PROJECT NO. 00098-01	1
JANUARY 2001	1

2007-54963C

**PERMANENT ACCESS EASEMENT
LEGAL DESCRIPTION:**

EXHIBIT "B"

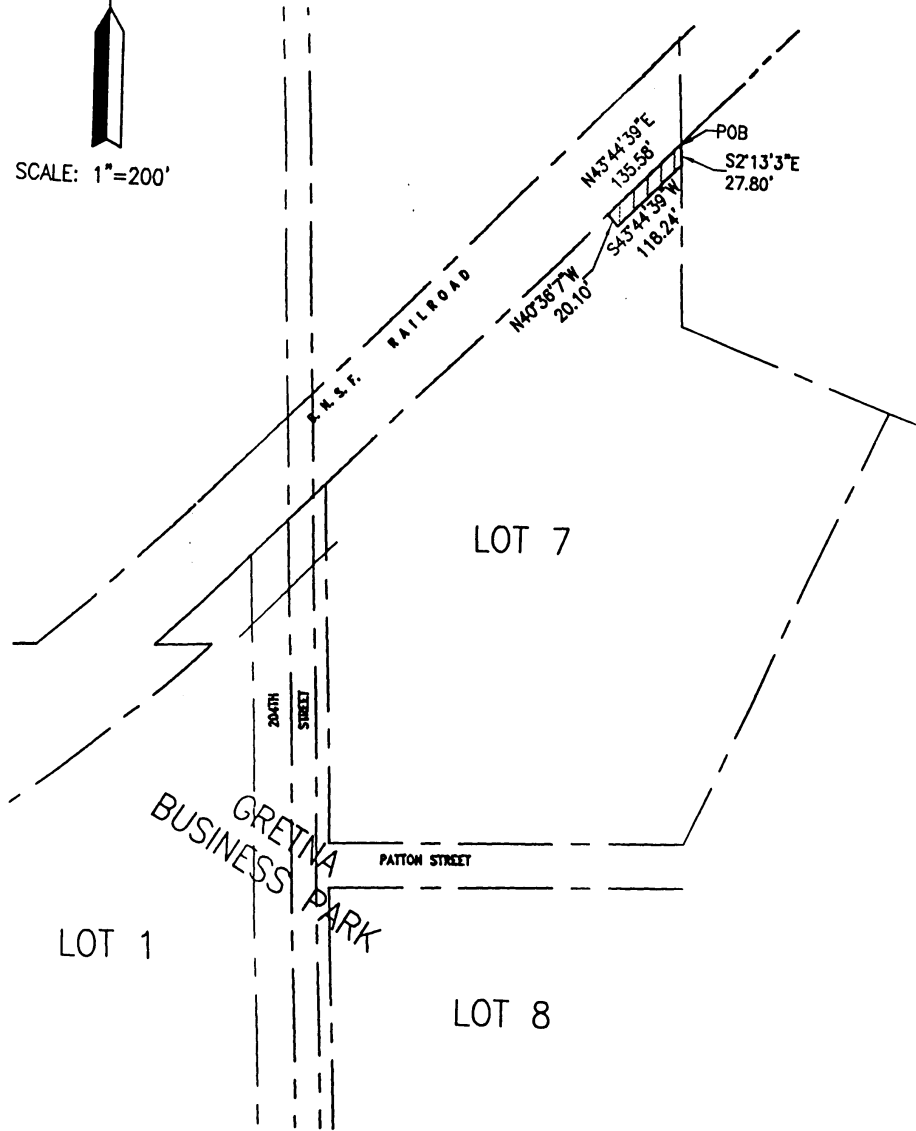
TRACT # 13

TRACT OF LAND LOCATED IN LOT 7 OF THE GRETNA BUSINESS PARK, A SUBDIVISION SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE ALONG THE EAST PROPERTY LINE S2°13'3"E (ASSUMED BEARING) FOR 27.80 FEET; THENCE S43°44'39"W FOR 118.24 FEET; THENCE N40°36'7"W FOR 20.10 FEET TO A POINT ON THE NORTH PROPERTY LINE OF SAID LOT 7; THENCE ALONG THE NORTH LINE N43°44'29"E FOR 135.58 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES MORE OR LESS.



SCALE: 1"=200'



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GRETNA INTERCEPTOR SEWER PHASE 2 & 3
OPCE PROJECT NO. 09006-01
JUNE 2007