

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001-07429

2001 MR 26 PM 12:48

*Glenn J. Lawrence*  
REGISTER OF DEEDS

Counter DA  
Verify JK  
D.E. JK  
Proof \_\_\_\_\_  
Fee \$ 15.50  
Ck  Cash  Chg  MOA

PERMANENT EASEMENT

SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of THIRTEEN THOUSAND (\$13,000.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, HARRISON WOODS, L.L.C., A Nebraska Limited Liability Company (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.

2001-07429A

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 2nd day of February, 2001.

GRANTOR: HARRISON WOODS, L.L.C.  
A Nebraska Limited Liability Company

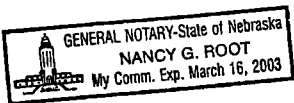
By: Michael Riedmann  
Michael Riedmann, Managing Member

Acknowledgment

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 2nd day of February, 2001, before me, a Notary Public in and for said County, personally came the above named Michael Riedmann, of Harrison Woods, L.L.C. a Limited Liability Company ~~corporation~~, 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.



Nancy G. Root  
Notary Public

My commission expires the 16 day of March, 2003.

**PERMANENT SANITARY SEWER EASEMENT**  
**LEGAL DESCRIPTION:**

EXHIBIT "A"

2001-07429B  
 TRACT #10

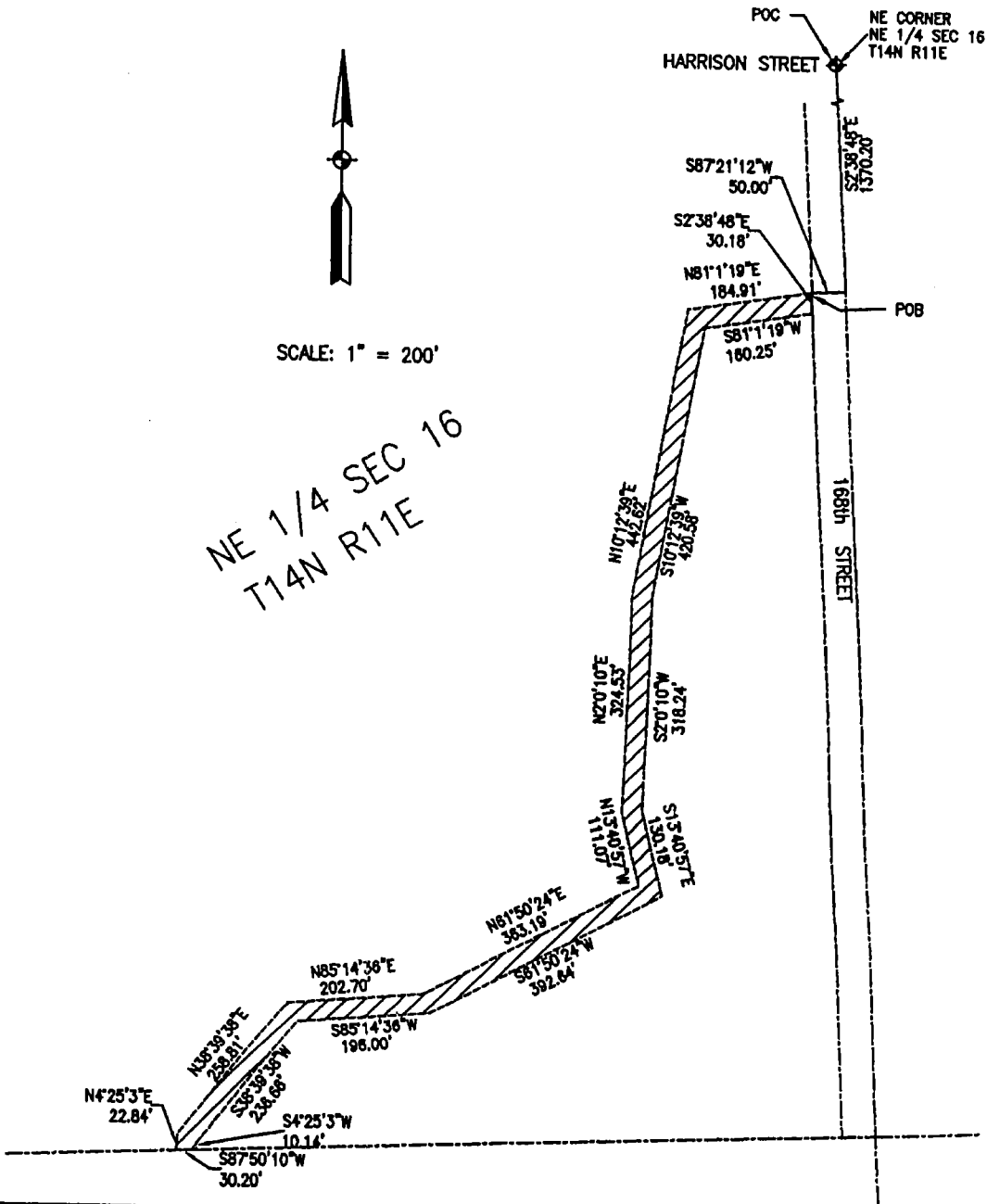
A TRACT OF LAND LOCATED IN NORTHEAST 1/4 OF SECTION 16 TOWNSHIP 14 NORTH, RANCE 11 EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16 S2°38'48"E (ASSUMED BEARING) FOR 1370.20 FEET; THENCE S87°21'12"W FOR 52 FEET TO THE TRUE POINT OF BEGINNING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 168TH STREET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE S2°38'48"E FOR 30.18 FEET; THENCE S81°1'19"W FOR 160.25 FEET; THENCE S10°12'39" W FOR 420.58 FEET; THENCE S2°0'10"W FOR 318.24 FEET; THENCE S13°40'57"E FOR 130.18 FEET; THENCE S61°50'24"W FOR 392.64 FEET; THENCE S85°14'36"W FOR 196.00 FEET; THENCE S38°39'38"W FOR 236.66 FEET; THENCE S4°25'3"W FOR 10.14 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 16; THENCE ALONG THE SOUTH LINE S87°50'10"W FOR 30.20 FEET; THENCE N4°25'3"E FOR 22.84 FEET; THENCE N38°39'38"E FOR 258.81 FEET; THENCE N85°14'36"E FOR 202.70 FEET; THENCE N61°50'24"E FOR 363.19 FEET; THENCE N13°40'57"W FOR 110.07 FEET; THENCE N2°0'10"E FOR 324.53 FEET; THENCE N10°12'39"E FOR 442.62 FEET; THENCE N81°1'19"E FOR 184.91 FEET TO THE POINT OF BEGINNING. CONTAINING 1.30 ACRES MORE OR LESS.



SCALE: 1" = 200'

NE 1/4 SEC 16  
 T14N R11E



FILE: F:\PROJECTS\GREINA\99096\EASEMENTS DATE: 4/5/00

**OLMSTED & PERRY CONSULTING ENGINEERS INC.**

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

PHONE: 402-399-8852 FAX: 402-399-8852

GREINA INTERCEPTOR SEWER SEGMENT 1	
OPCE PROJECT NO. 99096-01	1
AUGUST 2000	1