

2019-27906

11/12/2019 9:19:59 AM

[Signature]
COUNTY CLERK/REGISTER OF DEEDS

COUNTER PH C.E. P
VERIFY PH D.E. P
PROOF PH
FEES \$ 40.00
CHECK # 171235
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



PERMANENT EASEMENT

(E)

When recorded return to:
Martin P. Pelster
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

KNOW ALL MEN BY THESE PRESENTS:

THAT **192&370, LLC**, a Nebraska limited liability company, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SARPY COUNTY, NEBRASKA**, a political subdivision, hereinafter referred to as COUNTY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate roadway improvements, storm sewer improvements, drainage structures and/or drainage ways, and appurtenances thereto, in, through, and under the parcel of land described as follows, to wit:

**SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto said COUNTY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said improvements at the will of COUNTY. The GRANTOR may, following construction of said improvements continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of COUNTY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of COUNTY. Improvements which may be approved by COUNTY include landscaping, road and/or street surfaces, parking area

surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.

- 2) That COUNTY will replace or rebuild any and all damage to improvements caused by COUNTY exercising its rights of inspecting, maintaining or operating said ROADWAY AND STORM SEWER IMPROVEMENTS, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY and any of said construction and work.
- 4) That COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said COUNTY and its assigns, that he or they, the GRANTOR, is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said COUNTY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
- 6) That said permanent easement is granted upon the condition that COUNTY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) That COUNTY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement, if and as applicable, between the GRANTOR and the COUNTY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the COUNTY or its agents or employees, except as are set forth herein (if applicable):

**SARPY COUNTY, NEBRASKA, a
political subdivision**

By: *Dennis Wilson*
Sarpy County Engineer

11/05/19
Date

00832681.DOCX

EXHIBIT "A"

Tract 5:

PERMANENT EASEMENT

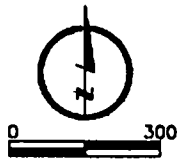
Part of the Northwest Quarter of Section 32, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of said Section 32;
Thence North 00°15'46" West (bearings referenced to the Sarpy County low distortion coordinate system) for 1301.11 feet on the west line of the Northwest Quarter of said Section 32;






Thence North 89°44'14" East for 60.00 feet to the TRUE POINT OF BEGINNING;
Thence North 62°27'48" East for 17.16 feet;
Thence North 22°06'32" East for 33.47 feet;
Thence North 00°32'19" East for 22.97 feet;
Thence North 33°14'29" East for 51.80 feet;
Thence North 23°58'51" East for 2.66 feet;
Thence South 00°15'46" East for 86.78 feet;
Thence South 22°07'46" West for 107.64 feet;
Thence South 01°37'20" West for 91.05 feet;
Thence South 09°12'00" West for 85.16 feet;
Thence North 00°15'46" West for 253.90 feet 60.00 feet east of and parallel with the west line of the Northwest Quarter of said Section 32 to the Point of Beginning.
Contains 7,408 square feet.

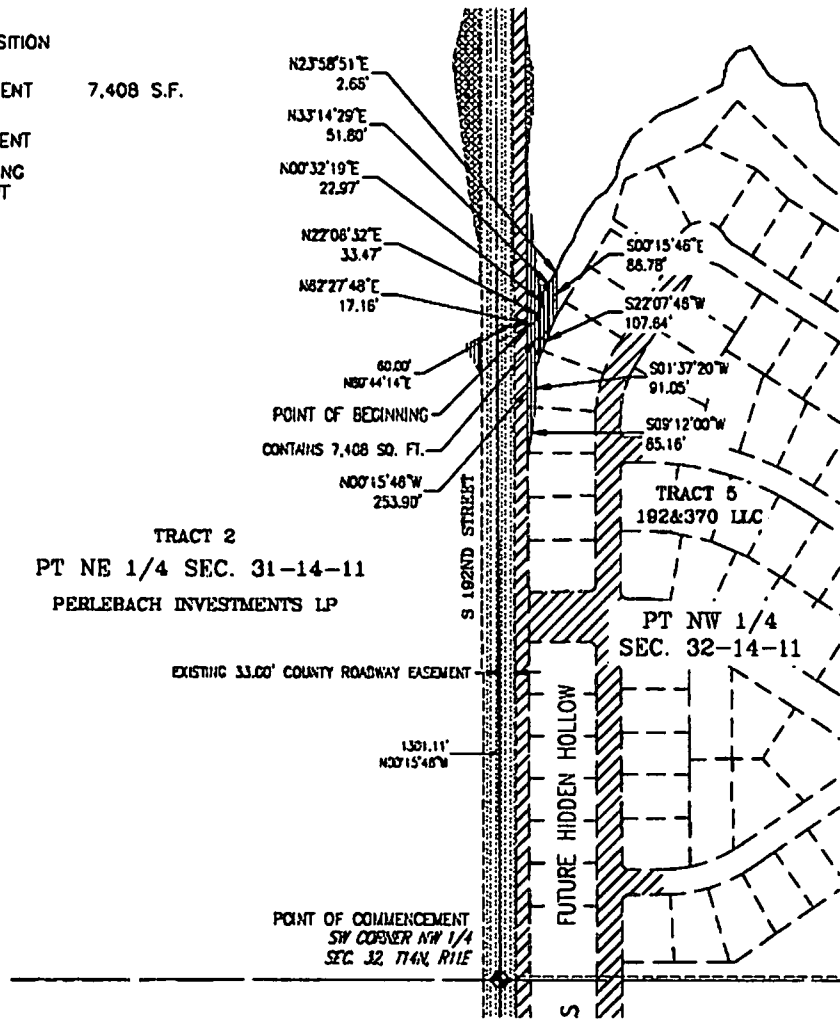
EASEMENT EXHIBIT

TRACT 5



LEGEND

-  EXISTING R.O.W.
-  NEW R.O.W. ACQUISITION
-  PERMANENT EASEMENT 7,408 S.F.
-  TEMPORARY EASEMENT
-  EXISTING UNDERLYING ROADWAY EASEMENT




TRACT 2
 PT NE 1/4 SEC. 31-14-11
 PERLEBACH INVESTMENTS LP

EXISTING 33.00' COUNTY ROADWAY EASEMENT

1301.11'
 N00°15'48"W

SARPY COUNTY PROJECT NO. C-77(21-03)

	14750 W. DODGE RD, STE. 100 OMAHA, NE 68154 402.436.2438 LampRyneason.com	DESIGNER / DRAFTER JLC/EAM ENGINEER	<h3>EASEMENT EXHIBIT</h3>
		PROJECT NUMBER 011715.11-053	
	DATE 3/23/2018		
	SURFACE LOCATION		
	BOOK AND PAGE		