

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-54973  
2002 DEC 31 P 2:24 PM  
*Glenn J. Dunning*  
REGISTER OF DEEDS

County SA  
Verify SA  
D.E. SA  
Proof SA  
Fee \$ 13.50  
Ck ☐ Cash ☐ Chg ☒ MOA

### PERMANENT EASEMENT

### SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of ONE and NO/00 (\$1.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, BHD, L.L.C. (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" 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, 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

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A

employees, other than as may be recited in this document.

22<sup>nd</sup> IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this  
day of June, 2001.

GRANTOR: BHD, L.L.C.

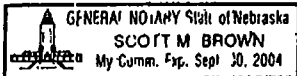
by M. M. Uller

Acknowledgment

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 22<sup>nd</sup> day of June, 2001, before me, a Notary Public in and for  
said County, personally came the above named Marie M Uller, Mgr, 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.



Scott M. Brown  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

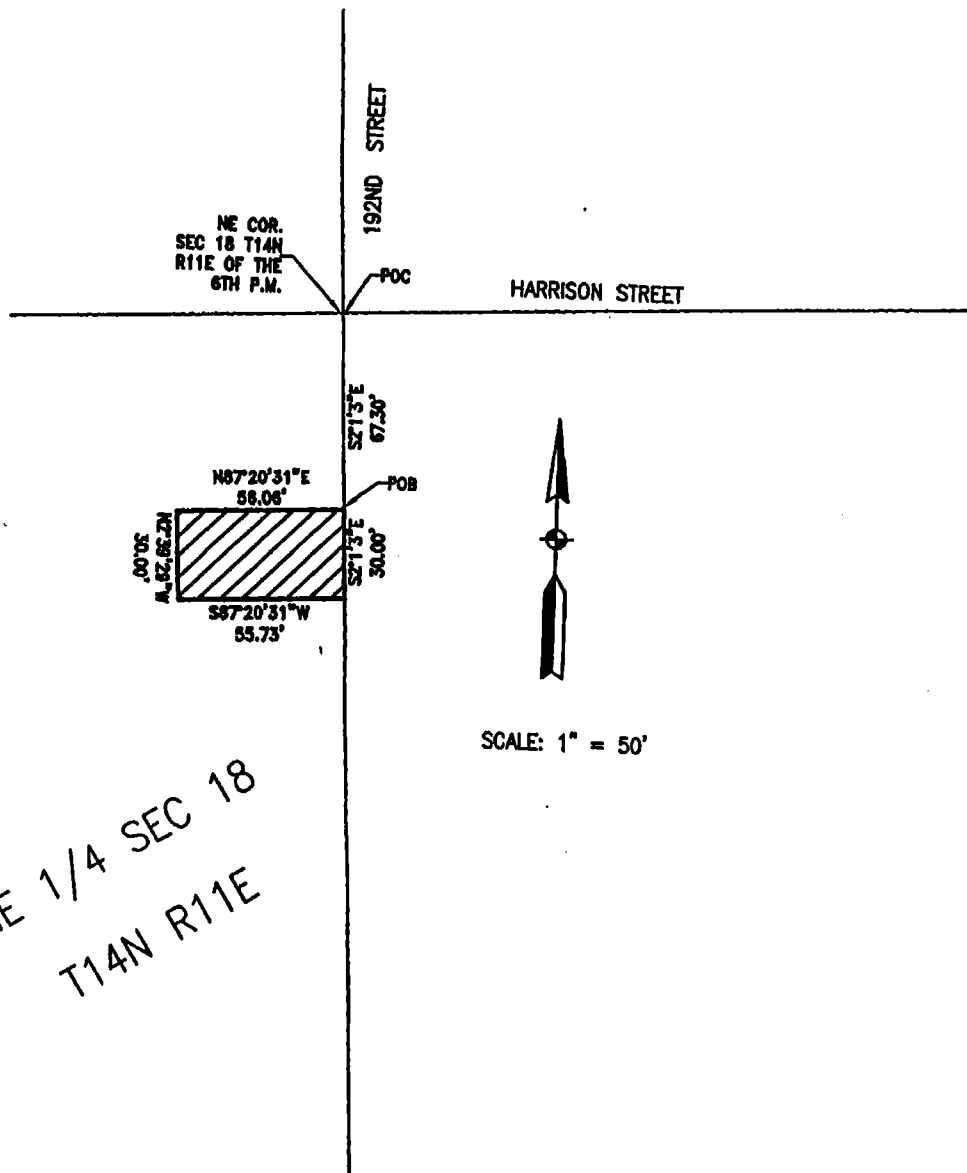
**PERMANENT SANITARY SEWER EASEMENT  
LEGAL DESCRIPTION:**

**EXHIBIT "A"**

Tract #26

TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 18 TOWNSHIP 14 NORTH, RANGE 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 18; THENCE ALONG THE EAST LINE OF SAID SECTION 18 S21°3'E (ASSUMED BEARING) FOR 67.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE S21°3'E FOR 30.00 FEET; THENCE S87°20'31"W FOR 55.73 FEET; THENCE N2°39'29"W FOR 30.00 FEET; THENCE S87°20'31"E FOR 58.06 FEET TO THE POINT OF BEGINNING. CONTAINING 0.04 ACRES MORE OR LESS.



SCALE: 1" = 50'

NE 1/4 SEC 18  
T14N R11E

**OLMSTED & PERRY CONSULTING ENGINEERS INC.**

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GRETHA INTERCEPTOR SEWER PHASE 2 & 3

OPCE PROJECT NO. 99098-01