

FILED SARPY CO. NE.
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Steven J. Stastny
REGISTER OF DEEDS

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FEES \$ 35.50
CHECK # _____
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SHORT _____ NCR _____



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FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

A

PERMANENT EASEMENT

BUFFALO OUTFALL SEWER

FOR AND IN CONSIDERATION of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Lorraine Kersten, Dorothy Hohenberger, Trustee, Under The Hohenberger Revocable Trust Agreement dated August 9, 2000, Michael D. Petersen, Eric A. Petersen and Mark E. Petersen (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 the CITY OF PAPIILLION, NEBRASKA, (hereinafter referred to as "PAPILLION") and its successors and assigns, permanent easements, hereinafter described, in, over and upon parcels of land in Sarpy County, Nebraska, more particularly described in the legal descriptions attached hereto as Exhibit "A", and incorporated herein by reference. (Such parcel(s) of land hereinafter being referred to as the "Easement Area".)

Said easement will be over and under the following described area:

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 6 IN THE SW 1/4 OF SECTION 21, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 6;
THENCE N02°31'44"W (ASSUMED BEARING) 1815.64 FEET ON THE WEST LINE OF SAID TAX LOT 6 TO THE POINT OF BEGINNING;
THENCE S53°22'11"E 181.87 FEET;
THENCE S78°36'36"E 243.80 FEET TO THE NORTHEAST LINE OF SAID TAX LOT 6 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WEST AND NORTHEAST LINES OF SAID TAX LOT 6.

CONTAINING 0.20 ACRES MORE OR LESS

B

Pursuant to this Easement, Papillion, its successors and assigns, and their respective officers, agents, employees and contractors, shall have the right to enter and use the Easement Area from time to time ingress and egress in connection with inspection, operation, maintenance, replacement, and repair of Buffalo Outfall Sewer improvements; and, the permanent right to have the Easement Area unobstructed at the time of Papillion's entries; provided, however, there is reserved to the GRANTOR and GRANTOR'S heirs, successors and assigns, the right to use the Easement Area for purposes that do not interfere with Papillion'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.

B. The GRANTOR waives compliance by Papillion 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 for 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 whatsoever.

C

D. This Easement shall not pass, nor be construed to pass, to Papillion, in 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 Papillion's rights under this Easement.

E. The GRANTOR warrants that no verbal or written representations or inducements have been made or given by PAPIILLION 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 6 day of June, 2007.

GRANTOR:

Lorraine P. Kersten

Lorraine Kersten

(On Separate Page

Dorothy Hohenberger, Trustee, Under The Hohenberger Revocable Trust Agreement dated August 9, 2000

Michael D. Petersen

Michael D. Petersen

E. A. Petersen

Eric A. Petersen

Mark E. Petersen

Mark E. Petersen

E

D. This Easement shall not pass, nor be construed to pass, to Papillion, in 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 Papillion's rights under this Easement.

E. The GRANTOR warrants that no verbal or written representations or inducements have been made or given by PAPIILLION 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 6th day of June, 2007.

GRANTOR: (Other Grantors on Separate Page)

Dorothy Hohenberger, Trustee

Dorothy Hohenberger, Trustee, Under The Hohenberger Revocable Trust Agreement dated August 9, 2000

ACKNOWLEDGMENT

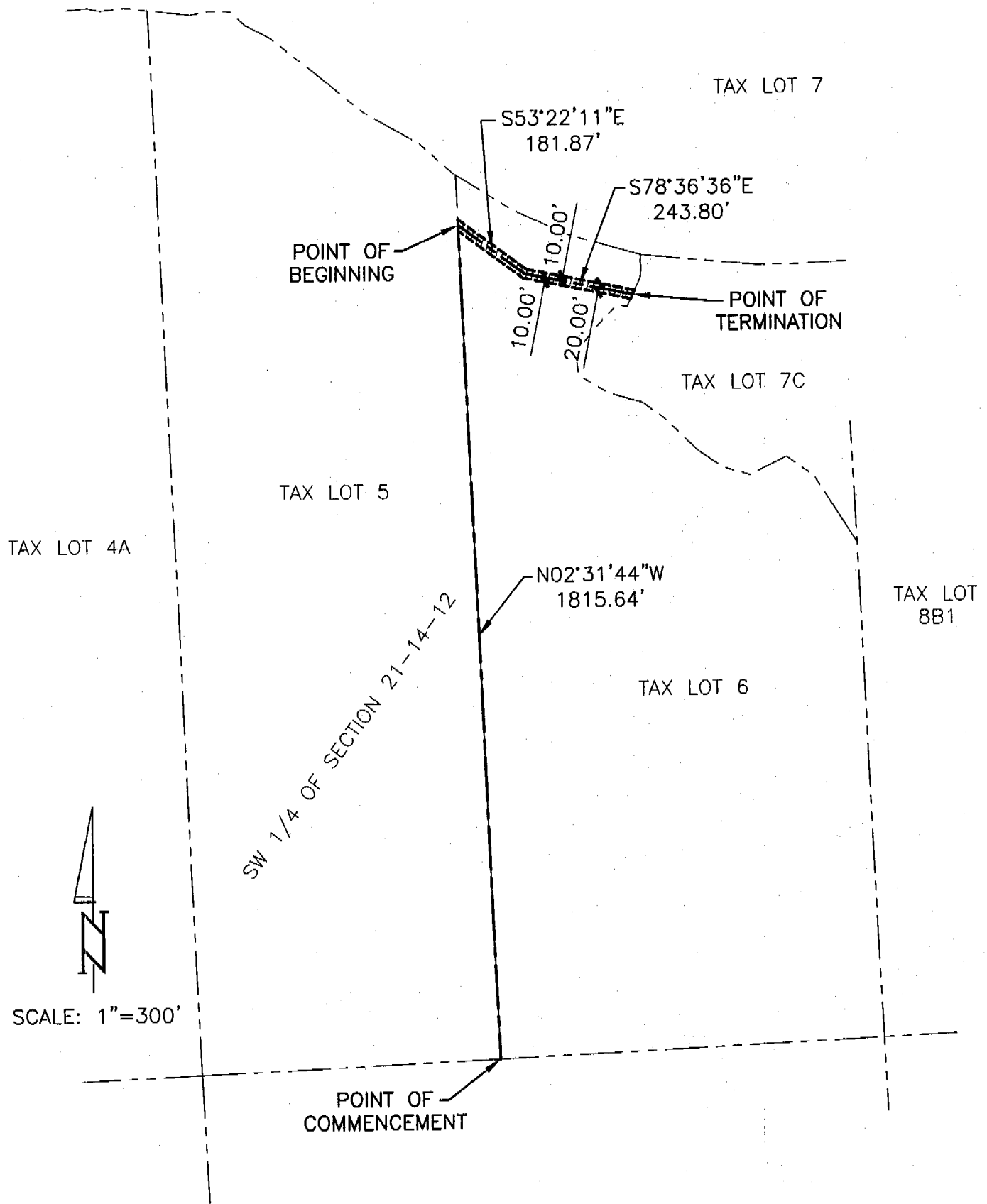
STATE OF TEXAS)
)ss
COUNTY OF DALLAS)

On this 6th day of June, 2007, before me a General Notary Public, duly commissioned and qualified, personally came Dorothy Hohenberger, Trustee, Under The Hohenberger Revocable Trust Agreement dated August 9, 2000, known to me known to be the identical person(s) whose name(s) is/are affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.



Sharon Kirkwood
Notary Public

200721174 F



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 6 IN THE SW 1/4 OF SECTION 21, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

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