

96-08109

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REGISTER OF DEEDS

Counter 4
 Verby W
 D.E. W
 Proof 50 \$
 Fee \$ 75
 Ck
 Cash
 Chg

PERMANENT EASEMENT
SARPY COUNTY OUTFALL SEWER

FOR AND IN CONSIDERATION of the payment of the sum of **EIGHT THOUSAND FORTY DOLLARS (\$8,040.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, Harlan C. Otte & Mildred M. Otte, 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 the 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 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 whomsoever.

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D. This Easement shall not pass, nor be construed to pass, to the COUNTY, 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 1st day of FEBRUARY, 1996.

GRANTOR:

Harlan C. Otte
Harlan C. Otte

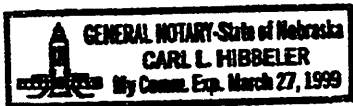
Mildred M. Otte
Mildred M. Otte

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 1st day of FEBRUARY, 1996, before me, a General Notary Public, duly commissioned and qualified, personally came Harlan C. Otte & Mildred M. Otte, husband and wife, to me known to be the identical person(s) whose name(s) are affixed to the foregoing instrument as grantor(s) and acknowledged the same to be a voluntary act and deed.

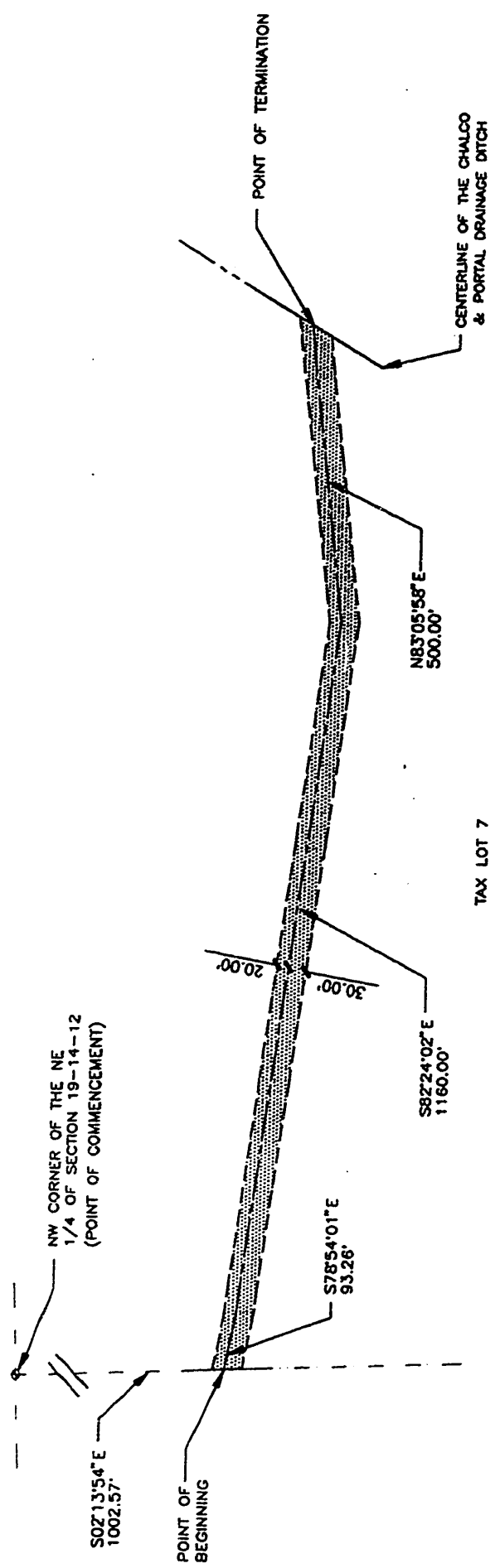
WITNESS my hand and Notarial Seal the date last aforesaid.



Carl L. Hibbeler
Notary Public

My commission expires the 27th day of MARCH, 1999

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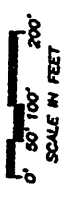


PERMANENT EASEMENT

SARPY COUNTY, NEBRASKA
 SOUTH PAPILLION CREEK OUTFALL SEWER
 TRACT NO. 5
 HARLAN C. OTTE & MILDRED M. OTTE

EXHIBIT A

2 THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 18333 OLD MILL ROAD
 OMAHA, NE 68154
 (402) 330 - 8860



LEGAL DESCRIPTION

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 7 IN THE NE 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE NORTHERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING 20.00 FEET NORTHERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NE 1/4, THENCE S02°13'54" E (ASSUMED BEARING) 1002.57 FEET ON THE WESTERLY LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING; THENCE S78°54'01" E 93.26 FEET; THENCE S82°24'02" E 1160.00 FEET; THENCE N83°05'58" E 500.00 FEET TO THE CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NE 1/4 AND THE CENTERLINE OF SAID CHALCO-PORTAL DRAINAGE DITCH.

CONTAINING 2.01 ACRES MORE OR LESS