

96-24963

PERMANENT EASEMENT

96-024963

SARPY COUNTY OUTFALL SEWER

95 DEC 11 AM 10:41

REGISTER OF DEEDS

county
city
of
\$20.50
[initials]

FOR AND IN CONSIDERATION of the payment of the sum of SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$6,720.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with that certain Purchase Agreement between the parties for this easement (the "Purchase Agreement"), Millard Refrigerated Services-Denison, a Nebraska General Partnership f/k/a Millard Warehouse-Denison, (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 1210 Golden Gate Drive, Suite 1118, Papillion, NE 68046-2895 (hereinafter referred to as "the COUNTY") and its successors and assigns, non-exclusive temporary and permanent easements, 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"), for the purposes expressly set forth hereinafter. This grant of easement shall be strictly subject to all restrictions, easements, conditions, covenants, encumbrances, and liens of record or identified by an accurate survey or physical inspection of 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 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 as more specifically set forth hereinafter.

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 restrictions, easements, conditions, covenants, encumbrances and liens of record; and, subject to such exceptions 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, its successors and assigns, shall have the right to fully use and enjoy the said Easement Area except as the same may be necessary for the purposes herein granted to the COUNTY, including, without limitation, driveways, roads, parking area surfaces, pavement and landscaping. Subject to the terms and conditions of paragraphs E and F below, such improvements placed on the Easement Area shall be maintained by GRANTOR, and its successors and assigns. That expressly expecting such allowed improvements, no buildings or other structures shall be place in, on, over or across said Easement Area by GRANTOR, or its

024963

successors or assigns, without the express written approval of the COUNTY, which approval shall not be unreasonably withheld by COUNTY.

E. The COUNTY, at its sole cost and expense, may construct, maintain, operate, repair or replace the outfall sewer improvements described herein. All such work shall be done in a workmanlike manner and in accordance with standard and acceptable engineering practices and in compliance with all laws, rules, regulations and building codes of all regulatory and governmental bodies having jurisdiction over such operations and work.

F. That COUNTY, at its sole cost and expense, will replace, restore or rebuild any and all damage to any improvements of GRANTOR or its successors or assigns caused by or resulting from the COUNTY exercising its rights of constructing, installing, inspecting, maintaining, operating, repairing or replacing said outfall sewer improvements or additional sewer systems within the Easement Area, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY. With respect to such replacement or rebuilding, COUNTY hereby covenants to restore, at its sole cost and expense, the subject property of GRANTOR, its successors or assigns and/or the improvements located therein or thereon, to at least as good a condition as existed before such replacement or rebuilding, and if the COUNTY fails to so restore the property or improvements, such restoration may be performed by GRANTOR or its successors and assigns, at the cost and expense of the COUNTY.

G. That the 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions of this Permanent Easement.

H. That this instrument contains the entire agreement of the parties; that except for a Temporary Easement of even date from GRANTOR to COUNTY and the Purchase Agreement, there are no other or different agreements or understandings; and 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.

I. COUNTY agrees to indemnify and hold GRANTOR, and its successors and assigns harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising its rights hereunder.

J. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR:

By: 
Its: Managing Partner

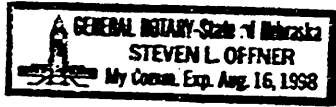
MILLARD REFRIGERATED
SERVICES-DENISON, a Nebraska
General Partnership f/k/a Millard
Warehouse-Denison

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 16th day of August, 1996, before me, a Notary Public, duly commissioned and qualified, personally came the above named Larry A. Larsen, Managing Partner of Millard Refrigerated Services-Denison, a Nebraska General Partnership f/k/a Millard Warehouse-Denison, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said partnership.

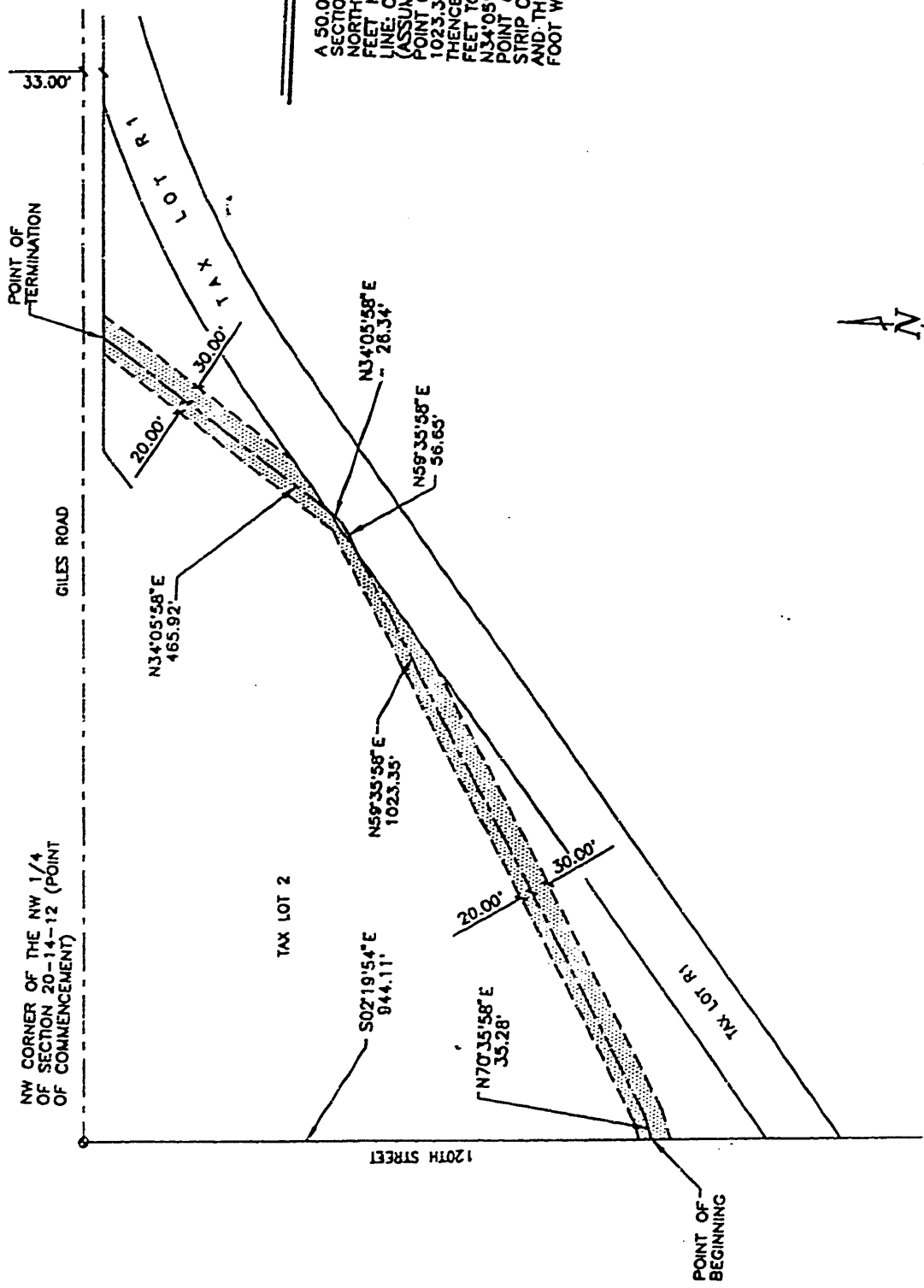
WITNESS my hand and Notarial Seal the date last aforesaid.



[Signature]
Notary Public

My commission expires the 16th day of August, 1998.

90-24963C



LEGAL DESCRIPTION

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 8TH P.M., SARPY COUNTY, NEBRASKA, THE NORTH-WESTERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE N70°35'58"E 35.28 FEET; THENCE N59°35'58"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF TAX LOT R1 IN SAID NW 1/4; THENCE CONTINUING N59°35'58"E 56.65 FEET; THENCE N34°05'58"E 26.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1; THENCE CONTINUING N34°05'58"E 465.92 FEET TO THE SOUTHERLY LINE OF GILES ROAD AND THE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NW 1/4 AND THE SOUTHERLY LINE OF GILES ROAD, EXCEPT THAT PART OF SAID NW 1/4 FOOT WIDE STRIP OF LAND LYING WITHIN SAID TAX LOT R1.

CONTAINING 1.68 ACRES MORE OR LESS.

PERMANENT EASEMENT

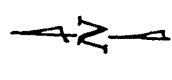
SARPY COUNTY, NEBRASKA
SOUTH PAPILLION CREEK OUTFALL SEWER

TRACT NO. 2
MILLARD WAREHOUSE DENISON

EXHIBIT A



2 THOMPSON, DREESEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10436 OLD HULL ROAD
OMAHA, NE 68164
(402) 330 - 8860



0 50' 100' 200'
SCALE IN FEET



EASEMENT AREA