

96-08113

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SEP 20 PM 3:00

REGISTER OF DEEDS

Counter   
 Varsity   
 Fee \$ 2.25 52  
 Ck   
 Cash   
 Chg

Revised 4-8-96

**PERMANENT EASEMENT**  
**SARPY COUNTY OUTFALL SEWER**

FOR AND IN CONSIDERATION of the payment of the sum of *ONE DOLLAR* (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Donald E. Kroeger & Barbara H. Kroeger, 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").

See attached ADDENDUM TO EASEMENT which shall be a part of this agreement.

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.



571/33

**LEGAL DESCRIPTION**

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 4 IN THE NE 1/4 OF SECTION 24, T14N, R11E 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 NE CORNER OF SAID NE 1/4; THENCE S02°14'08"W (ASSUMED BEARING) 379.58 FEET ON THE EASTERLY LINE OF SAID NE 1/4; THENCE N61°52'07"W 69.54 FEET TO THE WESTERLY LINE OF 132ND STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N61°52'07"W 314.58 FEET; THENCE S38°35'46"W 137.86 FEET; THENCE N51°22'26"W 50.18 FEET TO THE EASTERLY LINE OF INTERSTATE 80 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EASTERLY LINE OF INTERSTATE 80 AND THE WESTERLY LINE OF 132ND STREET.

CONTAINING 0.57 ACRES MORE OR LESS.

**PERMANENT EASEMENT**

SARPY COUNTY, NEBRASKA  
SOUTH PAVILLION CREEK OUTFALL SEWER

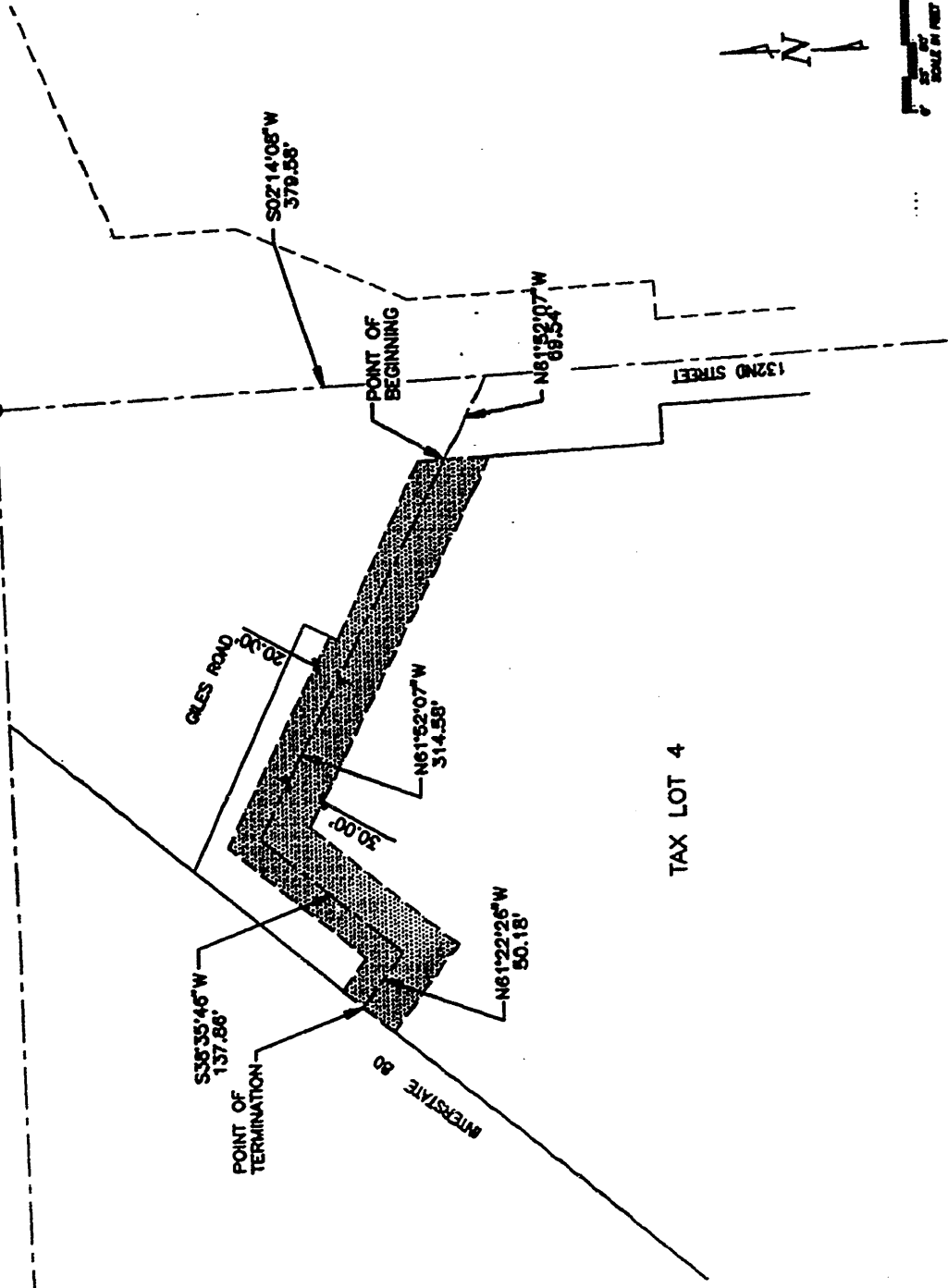
TRACT NO. 7  
DONALD E. KROEGER & BARBARA H. KROEGER

EXHIBIT A

**2** THOMPSON, DRESSSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10088 OLD MILL ROAD  
OMAHA, NE 68164  
(402) 260 - 8888

02-01-96  
DRAWING NO. EASE13.DWG

NE CORNER OF THE NE 1/4  
OF SECTION 24-14-11 (POINT  
OF COMMENCEMENT)



TAX LOT 4

EASEMENT AREA

Sarpy County  
South Papillion Creek Outfall Sewer  
Parcel No. 7

**ADDENDUM TO EASEMENT**

COMES NOW, Donald E. Kroeger & Barbara H. Kroeger, (hereinafter referred to as "Grantor"), and Sarpy County, Nebraska, (hereinafter referred to as "County"), and as an addendum to the Permanent and Temporary Easements entered into by and between the parties on the 12<sup>th</sup> day of April, 1996, and for the mutual covenants stated herein, hereby agree as follows:

The parties have agreed that consideration for the permanent easement to be granted to Sarpy County should be in the amount of \$23,330.00, and the amount of consideration to be paid for granting the temporary easement to the County should be in the amount of \$3,873.00, all as called for in said Permanent and Temporary Easement, dated the 12<sup>th</sup> day of APRIL, 1996; and

THEREFORE, the parties hereby agree that the price of the permanent easement as described herein shall be in the amount of \$23,330.00, and the price of the temporary easement shall be in the amount of \$3,873.00. In lieu of the said payments for said permanent and temporary easements, the County hereby agrees to waive the plat and sewer hook-up fees in the amount of \$54,406.00. The County shall not be entitled to charge for sewer hook-up fees for the area designated on attached Exhibit "A", as well as for any building shown on said Exhibit. Said area and said buildings shall be entitled to sewer hook-up fees as if they had already been paid. However, for new buildings or for areas outside of that designated on said Exhibit "A", the County shall be able to charge and assess any applicable fees which it may be entitled to under the pertinent fee schedule.

SIGNED in duplicate this 12<sup>th</sup> day of APRIL, 1996.

GRANTOR:

Donald E. Kroeger  
Donald E. Kroeger

Barbara H. Kroeger  
Barbara H. Kroeger

**Acknowledgment**

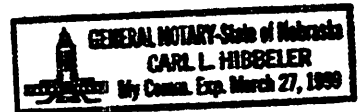
STATE OF NEBRASKA    )  
                                          ) ss  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of APRIL, 1996, before me, a General Notary Public, duly commissioned and qualified, personally came Donald E. Kroeger & Barbara H. Kroeger, husband & 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 27<sup>th</sup> day of MARCH, 1999.

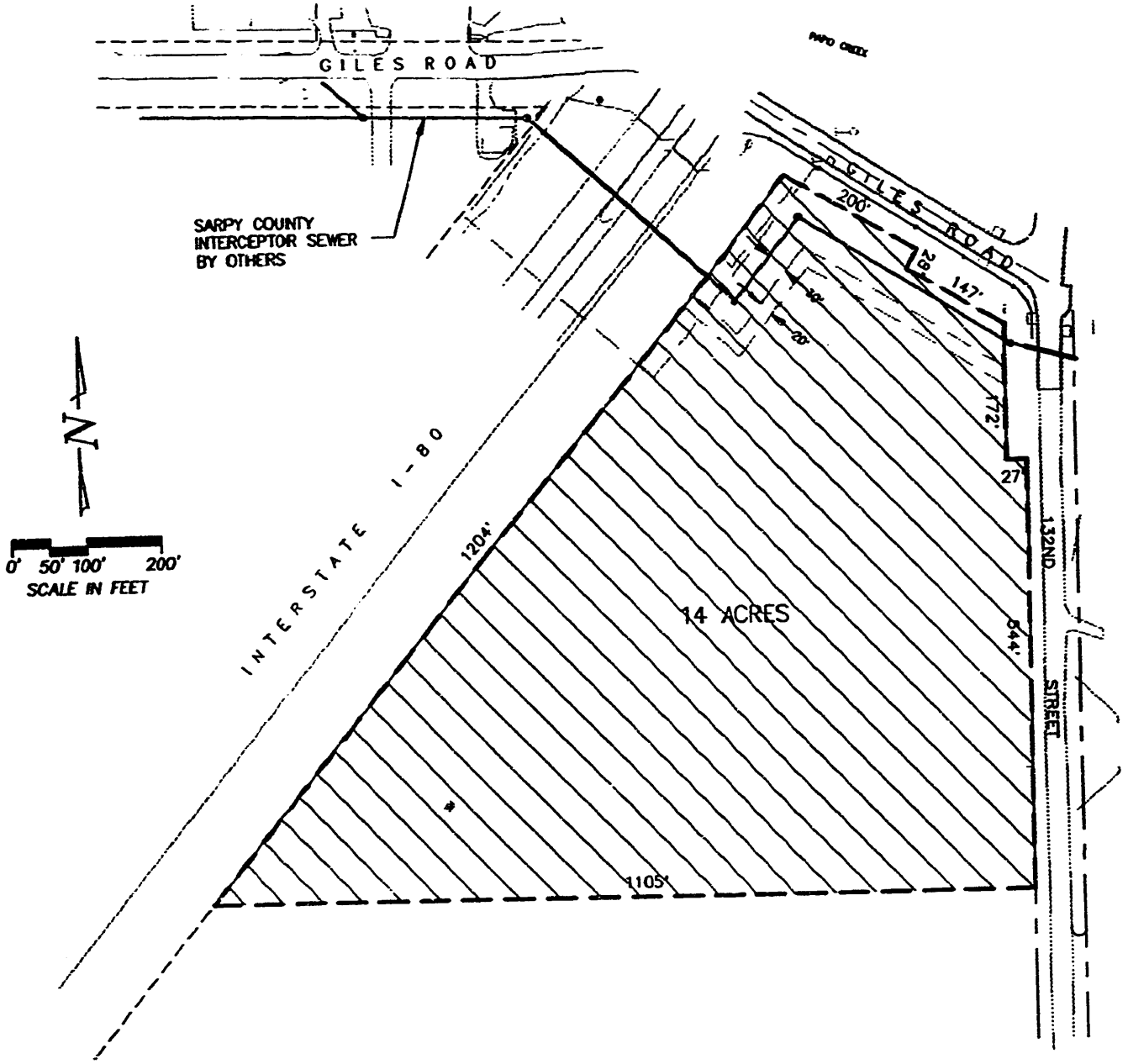


Debra J. Laughlin  
County Clerk

COUNTY OF SARPY, NEBRASKA  
A Body Politic and Corporate

Donald E. Kroeger

96-08113E



AREA APPROVED FOR CONNECTION TO  
SARPY COUNTY SANITARY SEWER

LEGAL DESCRIPTION:  
PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP  
14 NORTH, RANGE 11 EAST OF THE 6TH P.M.,  
SARPY COUNTY, NEBRASKA.

APPROVED AS TO FORM

DATE

EXHIBIT "A"

T0<sup>2</sup>  
895110G1.DWG  
4-9-96