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SUBMITTED_TITLECORE NATIONAL, LLC

NEBRASKA DOCUMENTARY
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Oct 16, 2015
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FILED SARPY CO. NE.
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2015-25615
2015 Oct 16 03:36:45 PM
Sheryl J. Dowling
REGISTER OF DEEDS



PERMANENT EASEMENT

THIS Permanent Easement is made this 14th day of October, 2015, between ROYCE CORNHUSKER, LLC, a Nebraska limited liability company ("Grantor"), to and for the benefit of METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas or water and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, pipeline markers, and valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Those parts of Lots 7 through 12, and also Outlots "A" and "B", Cornhusker Pointe, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, more fully described as follows:

Beginning at the southeast corner of said Lot 10, Cornhusker Pointe, said point also being the southwest corner of said Lot 11, Cornhusker Pointe, and also being on the northerly right-of-way line of Cornhusker Road; thence N70°05'30"W (assumed bearing) along the south line of said Lot 10, Cornhusker Pointe, said line also being said northerly right-of-way line of Cornhusker Road, a distance of 43.50 feet; thence N19°53'47"E, a distance of 31.47 feet; thence N31°36'37"E, a distance of 54.20 feet; thence N19°53'47"E, a distance of 83.92 feet; thence northeasterly on a curve to the left with a radius of 82.50 feet, a distance of 32.03 feet, said curve having a long chord which bears N08°46'24"E, a distance of 31.83 feet; thence N02°20'59"W, a distance of 97.77 feet; thence N87°39'02"E, a distance of 471.78 feet; thence S02°20'59"E, a distance of 60.00 feet; thence S87°39'02"W, a distance of 156.96 feet; thence S02°20'59"E, a distance of 15.43 feet; thence southwesterly on a curve to the right with a radius of 117.00 feet, a distance of 45.43 feet, said curve having a long chord which bears S08°46'24"W, a distance of 45.14 feet; thence S19°53'47"W, a distance of 7.60 feet; thence N70°06'13"W,

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Rick Kubat, Government Relations Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

a distance of 34.00 feet; thence N19°53'47"E, a distance of 7.60 feet; thence northeasterly on a curve to the left with a radius of 83.00 feet, a distance of 32.23 feet, said curve having a long chord which bears N08°46'24"E, a distance of 32.02 feet; thence N02°20'59"W, a distance of 15.43 feet; thence S87°39'02"W, a distance of 220.82 feet; thence S02°20'59"E, a distance of 61.17 feet; thence southwesterly on a curve to the right with a radius of 117.50 feet, a distance of 45.62 feet, said curve having a long chord which bears S08°46'24"W, a distance of 45.34 feet; thence S19°53'47"W, a distance of 156.70 feet to a point on the south line said Lot 11, Cornhusker Pointe, said point also being on said northerly right-of-way line of Cornhusker Road; thence along said south line of Lot 11, Cornhusker Pointe, said line also being said northerly right-of-way line of Cornhusker Road on the following two (2) courses; (1) thence N53°20'48"W, a distance of 1.44 feet; (2) thence N70°05'30"W, a distance of 33.12 feet to the Point of Beginning.

This permanent easement contains 1.088 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so.
2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
3. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.
4. The person executing this instrument has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes this Permanent Easement to be effective on the above date.

ROYCE CORNHUSKER, LLC, a Nebraska
limited liability company, Grantor

By: 

Authorized Representative

Robert E. Begley, JR
Printed Name

Manager
Title

ACKNOWLEDGMENT

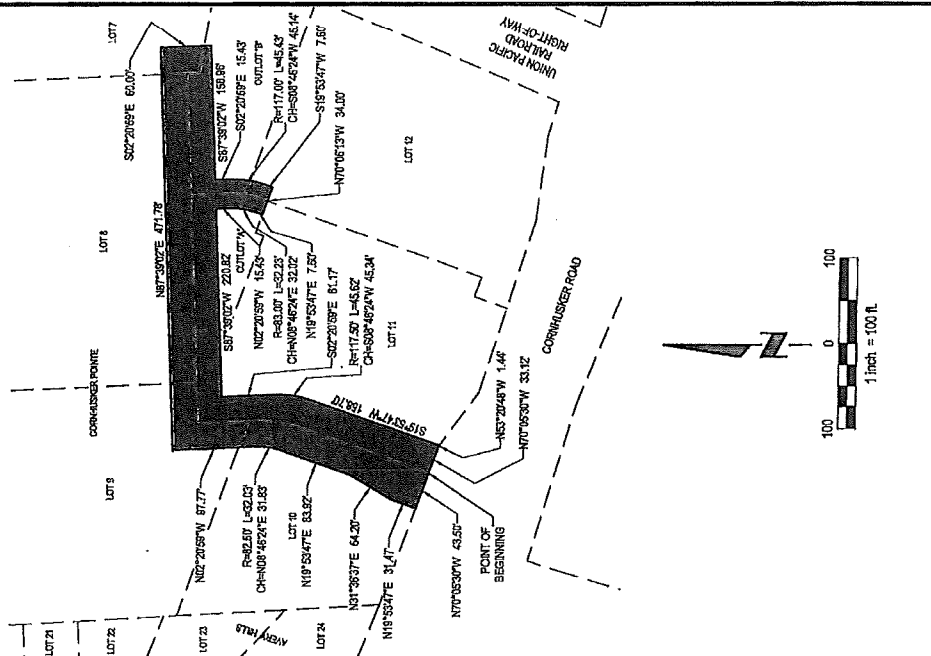
STATE OF NEBRASKA)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on October 14, 2015,
by Robert E Begley Jr., a manager of _____ of Royce
Cornhusker, LLC, on behalf of the limited liability company.



Joelyn R Menges
Notary Public

EXHIBIT "A"



PAGE 1 OF 2. SEE PAGE 2 FOR LEGAL DESCRIPTION

PERMANENT ROAD AND UTILITY EASEMENT

E & A CONSULTING GROUP, INC.
 Engineers - Planners - Environmental & Land Use
 1800 University Road, Suite 200, Omaha, NE 68108 Phone: 402.462.0222 Fax: 402.462.0223
 E-mail: info@eacg.com Website: www.eacg.com

Drawn by: **PKZ** Date: **07/26/2011**
 Job No.: **20102172.001**

City: **Nebraska** State: **NE** County: **Franklin** District: **1**