

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98-027324

98 SEP 28 PM 1:46

Sharon J. Dowling
REGISTER OF DEEDS

98-27324

Counter	<i>KK</i>	
Verify	<i>D/S</i>	
D.E.	<i>a</i>	
Proof	<i>a</i>	
Fee \$	<i>2100</i>	
Chk <input type="checkbox"/>	Cash <input type="checkbox"/>	Chg <input checked="" type="checkbox"/>

PNR

EASEMENT

FOR AND IN CONSIDERATION of the payment of the sum of Three Thousand Nine Hundred and Four Dollars (\$3,904.00) and other good and valuable consideration, the receipt of which is acknowledged,

VICTOR STEPANEK, a single man

hereinafter referred to as "the Grantor"), for himself and for his heirs, successors and assigns, does hereby grant to the PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the District"), and its successors and assigns, the easements hereinafter described, in, over and across

the portions of Tax Lot 1B1B and Tax Lot 7B in Section 18, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, legally described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference; and the portion of Tax Lot 16 in Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, legally described in the legal description attached hereto as Exhibit "B" and incorporated herein by reference.

(all said portions hereinafter being referred to collectively as "the Easement Area"). Pursuant to this Easement, the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for construction, operation, maintenance, repair, replacement and regulation of Papillion Creek and tributary channel flood control and channel improvements and appurtenances thereto, including, without limitation, widening, deepening, and straightening of such channels; clearing and snagging trees, brush, and other debris; borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the Grantor, and his heirs, successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no other structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be

performed or permitted in the Easement Area without the prior written consent of the District, or its successors or assigns.

- 2. The Grantor shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
- 3. This easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.
- 4. The consideration recited herein shall constitute payment in full for any and all damages sustained by the Grantor and his heirs, successors and assigns by reason of the exercise of any of the rights or privileges herein expressly granted or reasonably implied; and, the Grantor waives the statutory procedure for acquiring private property for public use (Sec. 25-501, R.R.S., 1943, et seq.).
- 5. The Grantor, for himself and for his heirs, successors and assigns, warrants, that he is the owner of the Easement Area and that he has good right to convey these easements over the same; that said premises are free and clear of all liens and encumbrances, except as may be subordinated below; and, that he will defend the District's title to these easements against the lawful claims and demands of all persons whomsoever.
- 6. The Grantor warrants that no verbal or written representations or inducements have been made or given by the District, or by any of its officers, agents or employees, other than as may be recited in this document.

7. This easement is dated and signed on this 28th day of September, 1998.

Victor Stepanek

VICTOR STEPANEK

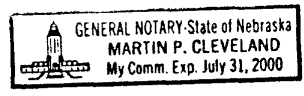
STATE OF NEBRASKA)
) SS.
 COUNTY OF SARPY)

On this 28th day of September, 1998, before me, a Notary Public, personally came VICTOR STEPANEK, to me known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Martin P. Cleveland

 Notary Public



98-27324B

LEGAL DESCRIPTION

That part of Tax Lot 1B1B in the Southwest Quarter of Section 18 TOGETHER WITH that part of Tax Lot 7B in the Northwest Quarter of Section 18, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, the entire tract described by metes and bounds as follows:

Beginning at the northwest corner of Tax Lot 1B1B in the Southwest Quarter of Section 18 and the southwest corner of Tax Lot 7B in the Northwest Quarter of Section 18;

Thence North 00°37'29" West (assumed bearings) for 80.55 feet along the west line of said Tax Lot 7B;

Thence South 88°38'24" East for 243.75 feet;

Thence South 33°19'29" East for 104.41 feet to the south line of said Tax Lot 1B1B;

Thence South 89°13'54" West for 300.01' feet to the southwest corner of said Tax Lot 1B1B;

Thence North 00°38'10" West for 16.50 feet to the Point of Beginning.

Contains 0.57 acre.

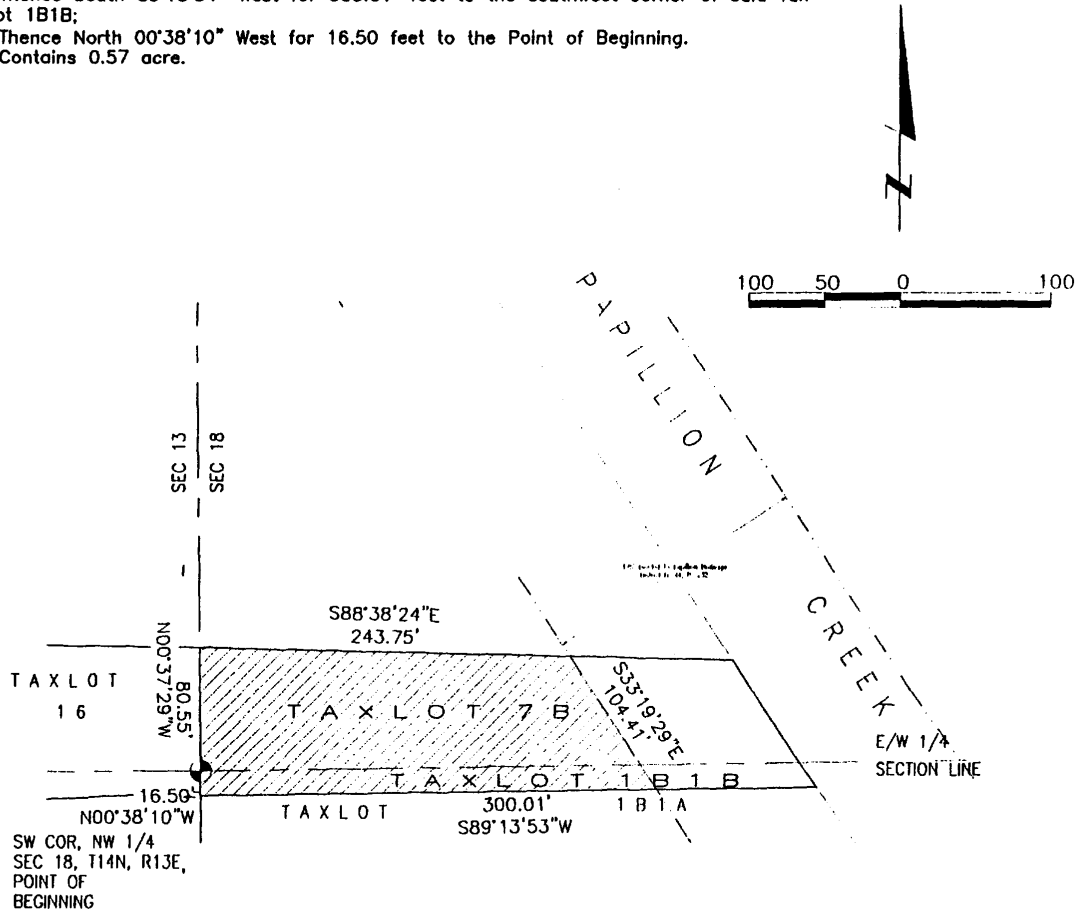


EXHIBIT "A"

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Book _____ Page _____ Date July 9, 1998 Dwn.By oet Job Number 91007.00-422



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

98-27324C

LEGAL DESCRIPTION

That part of Tax Lot 16 in the Northeast Quarter of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southeast corner of the Northeast Quarter of Section 13;

Thence South 89°44'03" West for 525.60 feet along the south line of the Northeast Quarter to an angle point in the west line of Tax Lot 16;

Thence North 58°55'30" West for 180.97 feet along the west line of said Tax Lot 16;

Thence South 89°07'17" East for 679.80 feet to the east line of the Northeast Quarter;

Thence South 00°37'29" East for 80.55 feet to the Point of Beginning.

Contains 1.20 acres.

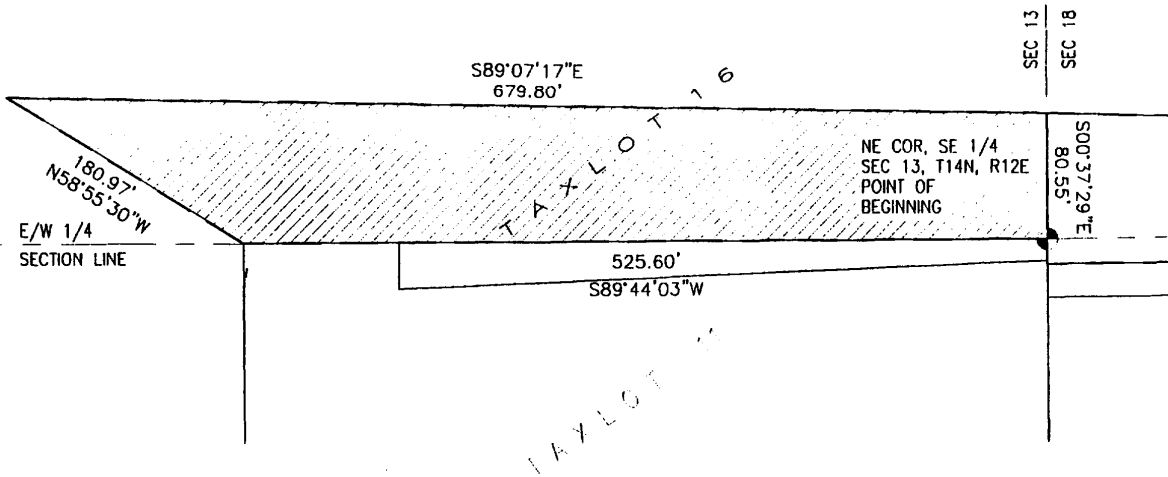
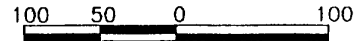


EXHIBIT "B"

91007\9107B423 v1

Book _____ Page _____ Date July 9, 1998 Dwn.By aet Job Number 91007.00-422

lamp, ryneason & associates, inc.
 engineers surveyors planners

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