

FILED SAPPY CO. NE.
 INSTRUMENT NUMBER
 2008 16603
 2008 JUN 10 P 12: 10 8

Steve G. Lindsey
 REGISTER OF DEEDS

COUNTER ah C.E. ah
 VERIFY ah C.E. P
 PROOF ah
 FEES \$ 20.40
 CHECK # 10983
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

PERMANENT SEWER EASEMENT

R+R

When recorded return to:
 City of Omaha, Nebraska
 Public Works Department
 -O-W Section
 1819 Farnam Street, Ste. 604
 Omaha NE 68183

FOR OFFICE USE ONLY	
Project:	Harrison Street widening, 48th to 71st Street
City Proj. No.:	OPW 5007 48-71
Tract No.:	63
Address:	East of 66th, south of Harrison Str.

KNOW ALL MEN BY THESE PRESENTS:

THAT **Victor Stepanek and Linda A. Podany Stepanek**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of four thousand and 00/100 dollars (\$4,000.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto **Sarpy County, Nebraska**, hereinafter referred to as "COUNTY", and to its successors and assigns, a permanent sewer easement for the right to construct, maintain and/or operate a sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
 PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto said COUNTY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the COUNTY. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the COUNTY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the COUNTY. Improvements which may be approved by COUNTY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That COUNTY will replace or rebuild any and all damage to improvements caused by COUNTY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY.
- 3) That COUNTY may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY and any of said construction and work.
- 5) That 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.
- 6) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said COUNTY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this temporary easement to said COUNTY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.

- 7) That said permanent sewer easement is granted upon the condition that the COUNTY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the COUNTY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

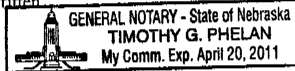
IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 28 day of May, 20 08.

X Victor Stepanek
 Victor Stepanek
 SS # 5

X Linda A Podany Stepanek
 Linda A. Podany Stepanek
 SS # _____

STATE OF NEBRASKA)
 COUNTY OF SARPY)

On this 28 day of May, 20 08, before me, a Notary Public, in and for said County, personally came the above named, Victor Stepanek and Linda A. Podany Stepanek, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her, or their voluntary act and deed for the purpose therein stated. Witness my hand and Notarial Seal the day and year last above written.



Notary Seal

Timothy G. Phelan
 NOTARY PUBLIC

B

EXHIBIT "A"

TRACT NO. 63A

OWNERS LEGAL

Tax lot 16 of the NW 1/4 of the NE 1/4, in Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

PERMANENT SEWER EASEMENT

An irregular piece of land located in Tax lot 16 of the NW 1/4 of the NE 1/4, in Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Referring to the northwest corner of Lot 16, thence south along the west property line of Lot 16 for a distance of 26.8' to the point of beginning, thence east along the north property line of Lot 16 for a distance of 318.7'; thence southeasterly along the east property line (center of Big Papillion Creek) of Lot 16 for a distance of 9.0'; thence south 51°03'08" west for a distance of 58.2'; thence north 52°14'52" west for a distance of 17.2'; thence west along a straight line parallel to the north property line of Lot 16 for a distance of 263.6'; thence north along the west property line of Lot 16 for a distance of 31.7' to the point of beginning.

PERMANENT SEWER EASEMENT

An irregular piece of land located in Tax lot 16 of the NW 1/4 of the NE 1/4, in Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Referring to the northwest corner of Lot 16, thence east along the north property line of Lot 16 for a distance of 302.6'; thence southeasterly along the east property line (center of Big Papillion Creek) of Lot 16 for a distance of 98.1' to the point of beginning, thence south 32°51'24" east (L1) for a distance of 83.0'; thence south 56°18'01" west (L2) for a distance of 19.5'; thence north 32°51'24" west (L3) for a distance of 83.0'; thence north 56°18'01" east (L4) for a distance of 19.5' to the point of beginning.




TEMPORARY CONSTRUCTION EASEMENT

An irregular piece of land located in Tax lot 16 of the NW 1/4 of the NE 1/4, in Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of Lot 16, thence south along the west property line of Lot 16 for a distance of 58.6' to the point of beginning; thence east along a straight line parallel to the north property line of Lot 16 for a distance of 169.7'; thence south 36°13'42" east for a distance of 278.8'; thence south 57°08'36" west for a distance of 69.0'; thence north 63°33'18" west for a distance of 304.3'; thence north along the west property line of Lot 16 for a distance of 121.4' to the point of beginning.

"Mailing Address" is 5551 Maass Street Papillion, NE 68133

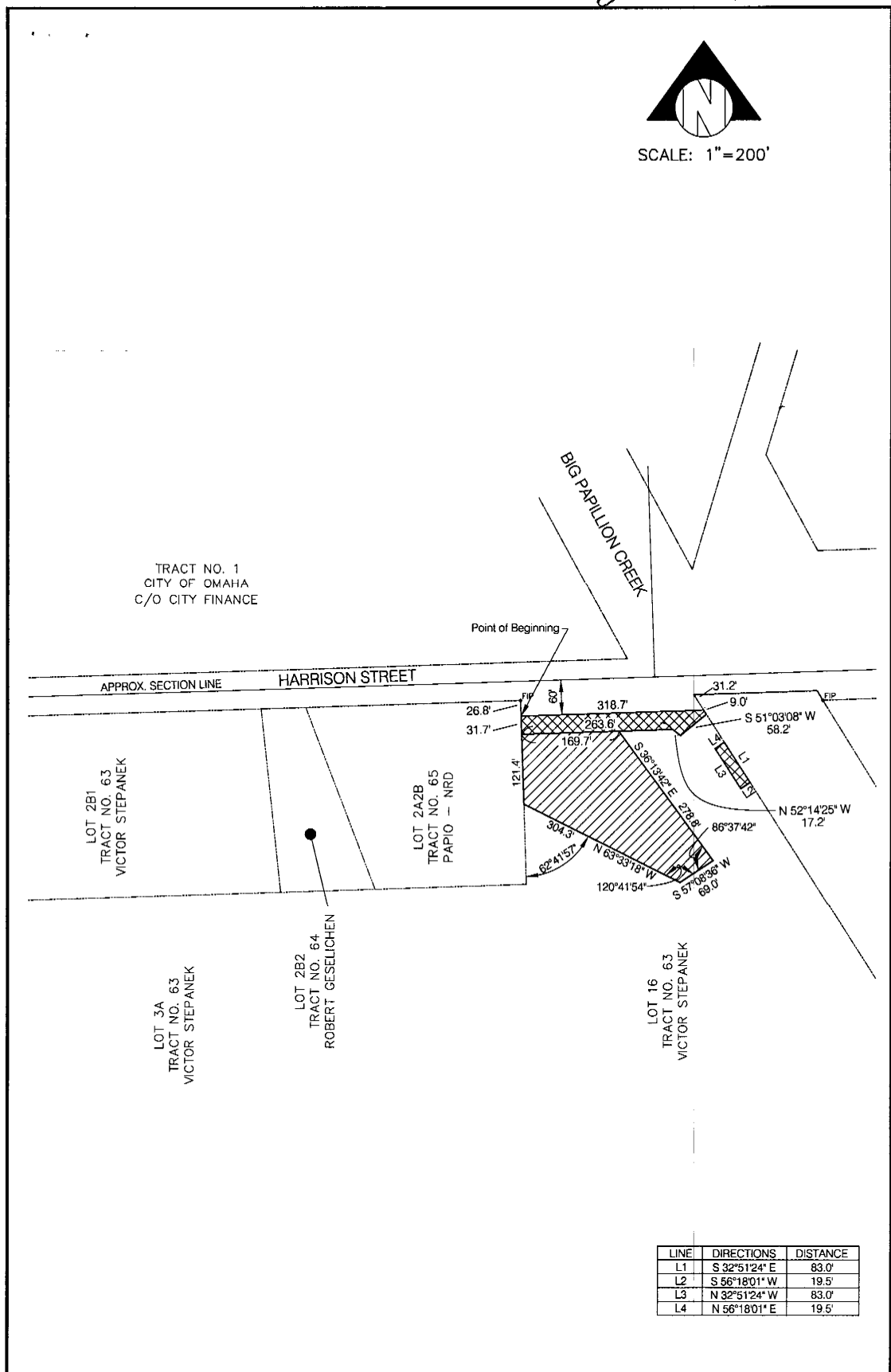
CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

OWNER(S) <u>Victor Stepanek</u>	 LAND ACQUISITION _____ S.F.  PERMANENT SEWER EASEMENT <u>11,647</u> S.F.  TEMPORARY EASEMENT <u>48,410</u> S.F.	
ADDRESS <u>7609 South 66th Street</u> <u>Omaha, NE</u>		
PROJECT NO. <u>OPW-50007 48-71</u>	DATE COMPLETED _____	PAGE 1 OF <u>2</u>
TRACT NO. <u>63A</u>	REVISION DATE <u>5/27/08</u>	
	REVISION DATE _____	

2008-16603C



SCALE: 1"=200'



LINE	DIRECTIONS	DISTANCE
L1	S 32°51'24" E	83.0'
L2	S 56°18'01" W	19.5'
L3	N 32°51'24" W	83.0'
L4	N 56°18'01" E	19.5'

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	_____	S.F.
	PERMANENT SEWER EASEMENT	11,647	S.F.
	TEMPORARY EASEMENT	48,410	S.F.

PROJECT NO. OPW-50007 48-71
 TRACT NO. 63A