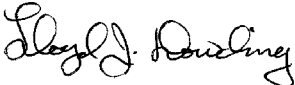


COUNTER <u>LM</u>
VERIFY <u>LM</u>
FEES \$ <u>22.00</u>
CHG <u>SFILE</u>
SUBMITTED <u>NEBRASKA TITLE COMPANY-OM</u>

NEBRASKA DOCUMENTARY STAMP TAX
Nov 13, 2014
\$ Ex023 By LM

FILED SARPY CO. NE. INSTRUMENT NUMBER
2014-25302
2014 Nov 13 08:56:59 AM

REGISTER OF DEEDS



PERMANENT SEWER EASEMENT

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 acknowledged, **VICTOR STEPANEK** (hereinafter referred to as "the Grantor"), for himself and for his successors and assigns, does hereby grant to the **CITY OF LA VISTA** (hereinafter referred to as "the City"), and its successors and assigns, the permanent easements hereinafter described, over, under, upon and across

that part of Tax Lots 14C and 16 in the Southeast Quarter of the Northeast Quarter of 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 "A" and incorporated herein by reference

(all said portions hereinafter being referred to collectively as "the Easement Area").

Pursuant to this permanent easement, the City and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to use sewer pipes now existing or hereafter constructed by the City, its successors or assigns, and to survey, excavate, construct, reconstruct, replace, relocate, inspect, repair, clean out, enlarge, remove, add to, maintain, use and operate sanitary sewer lines, together with necessary appurtenances thereto or therefor, all subject to the following:

1. The City, its engineers, contractors, and agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. Grantor agrees not to allow any buildings or structures to remain or to be placed upon the Easement Area except fences and roadways. The City shall in no event be responsible for the replacement, restoration, or reconstruction of improvements now or hereafter situated upon the Easement Area.
3. The City shall at all times have the responsibility to construct, maintain, and repair the sewer to be constructed within the Easement Area.

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4. These Easements shall not be construed to pass to the City any fee simple interest or title to the Easement Area.
5. The consideration recited herein shall constitute payment in full for any and all damages sustained by the Grantor and its 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 (Neb. Rev. Stat. §§ 25-2501, *et seq.*),
6. The Grantor, for himself and for his 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 City's title to these easements against the lawful claims and demands of all persons whomsoever.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the City, or by any of its officers, agents or employees, other than as may be recited in this document.
8. The Easements granted by this instrument shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their heirs, successors and assigns, respectively.

Executed by Grantor on this 11 day of August, 2014.

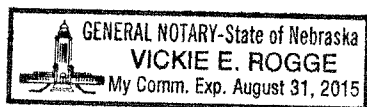
VICTOR STEPANEK, Grantor

By Victor Stepanek

STATE OF NEBRASKA)
) SS.
 COUNTY OF Sarpy)

On this 11, day of August, 2014, 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 acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Vickie E. Rogge
 Notary Public

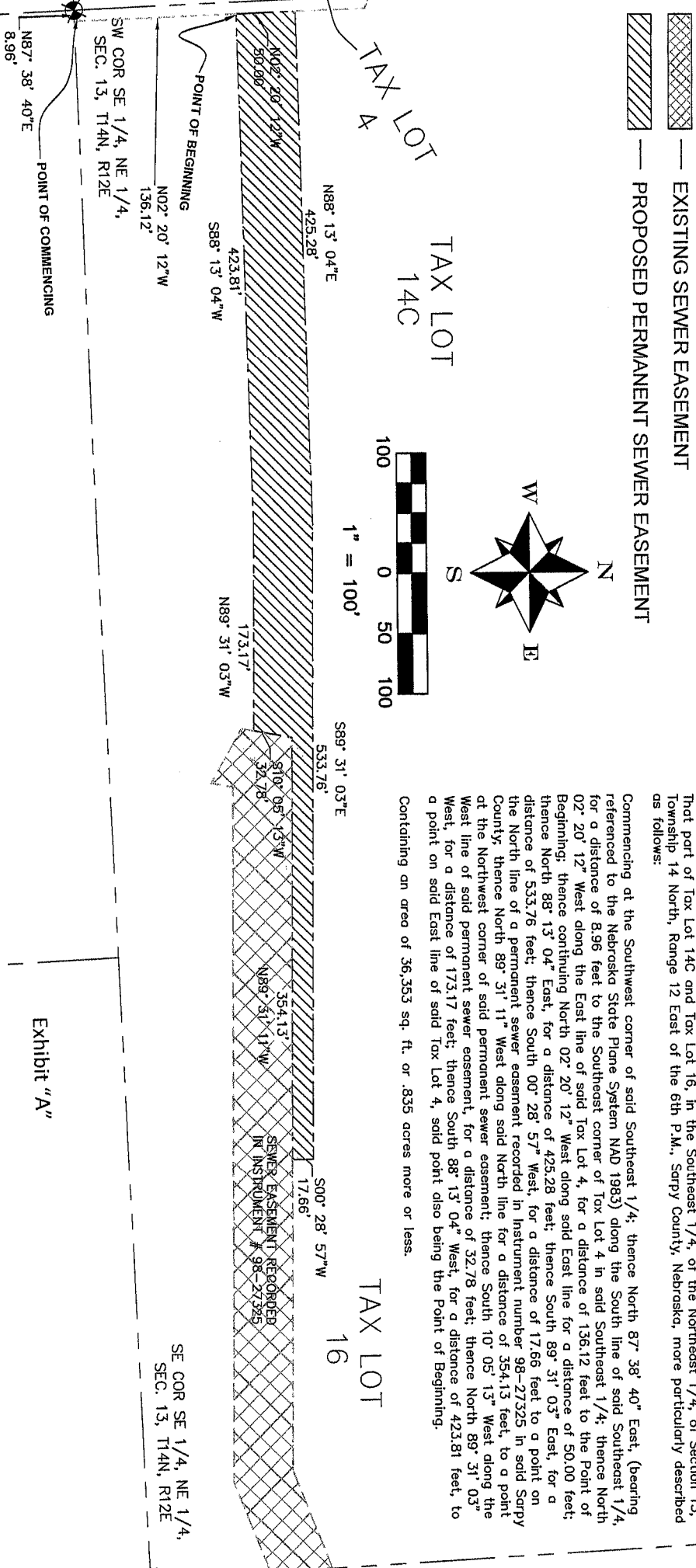
PERMANENT EASEMENT

LEGAL DESCRIPTION

That part of Tax Lot 14C and Tax Lot 16, in the Southeast 1/4, of the Northeast 1/4, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southeast 1/4; thence North 87° 38' 40" East, (bearing referenced to the Nebraska State Plane System NAD 1983) along the South line of said Southeast 1/4, for a distance of 8.96 feet to the Southeast corner of Tax Lot 4 in said Southeast 1/4; thence North 02° 20' 12" West along the East line of said Tax Lot 4, for a distance of 136.12 feet to the Point of Beginning; thence continuing North 02° 20' 12" West along said East line for a distance of 50.00 feet; thence North 88° 13' 04" East, for a distance of 425.28 feet; thence South 89° 31' 03" East, for a distance of 533.76 feet; thence South 00° 28' 57" West, for a distance of 17.66 feet to a point on the North line of a permanent sewer easement recorded in Instrument number 98-27325 in said Sarpy County; thence North 89° 31' 11" West along said North line for a distance of 354.13 feet, to a point at the Northwest corner of said permanent sewer easement; thence South 10° 05' 13" West along the West line of said permanent sewer easement, for a distance of 32.78 feet; thence North 89° 31' 03" West, for a distance of 173.17 feet; thence South 88° 13' 04" West, for a distance of 423.81 feet, to a point on said East line of said Tax Lot 4, said point also being the Point of Beginning.

Containing an area of 36,353 sq. ft. or .835 acres more or less.



PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

8901 S. 154TH STREET
OMAHA NE 68138-3621
OFFICE: 402-444-6222
FAX: 402-895-6543
www.pappioind.org

TRACT 6, PERMANENT SEWER EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST

PROJECT: THOMPSON CREEK

DATE: 4/24/2014

DRAWN BY: SHM

SCALE: 1" = 100'

SHEET 1 OF 1

SHM