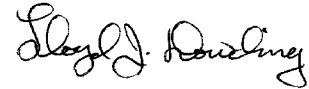


COUNTER LM
VERIFY LM
FEES \$ 22.00
CHG SFILE
SUBMITTED NEBRASKA TITLE COMPANY-OM

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

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2014-25303

2014 Nov 13 08:57:00 AM



REGISTER OF DEEDS



PERMANENT LEVEE EASEMENT

FOR AND IN CONSIDERATION of the payment of the sum of NINETEEN THOUSAND ONE HUNDRED FORTY NINE DOLLARS (\$19,149.00) 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 **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the District”), and its successors and assigns, the permanent easements hereinafter described, in, over 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 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 Thompson 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; construction, replacement, and repair of levees; 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 its 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.

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2. The Grantor shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. These Easements 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 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.*),
5. 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 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. 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.

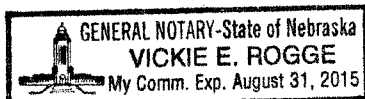
VICTOR STEPANEK, Grantor

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

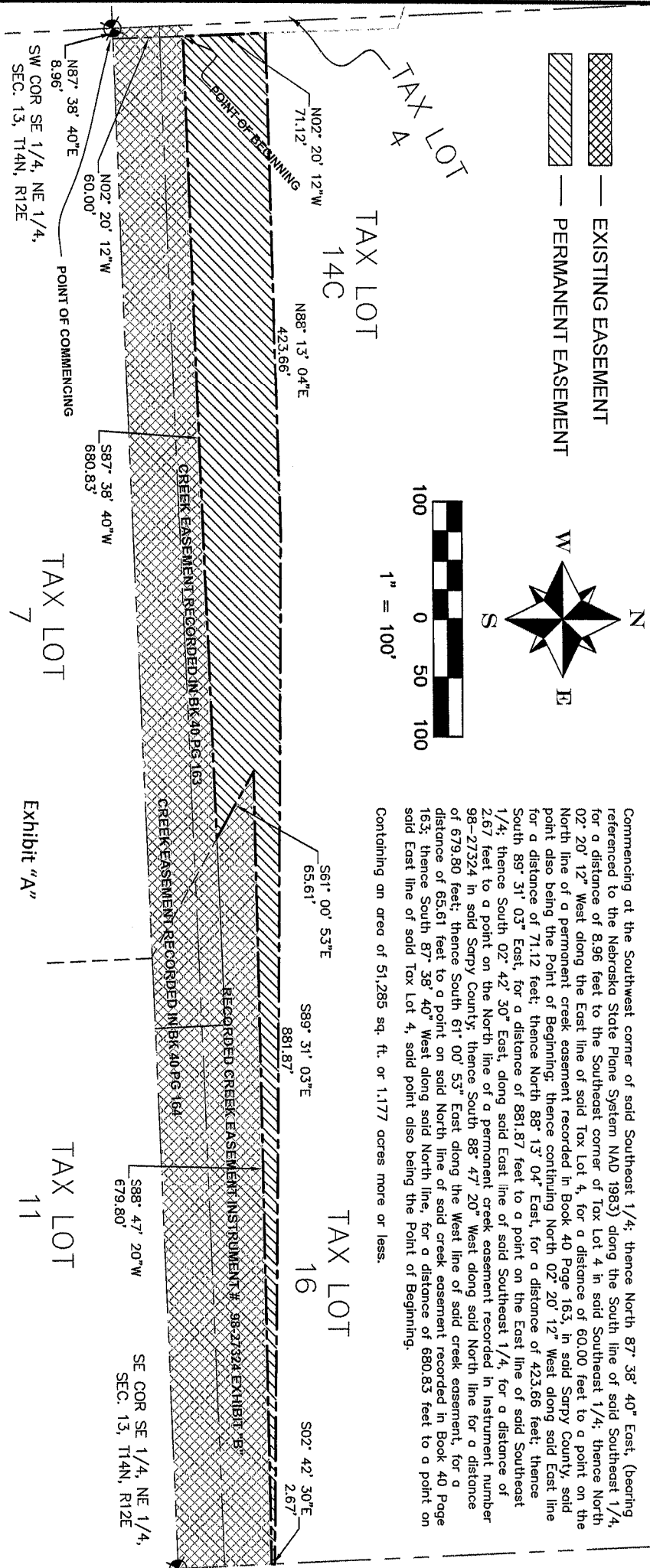
PERMANENT EASEMENT



LEGAL DESCRIPTION

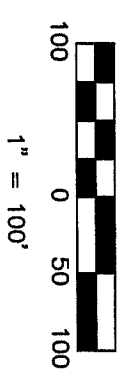
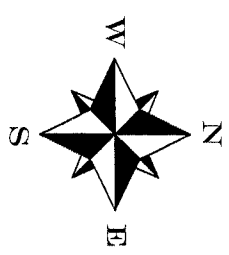
That part of Tax Lot 14C and Tax Lot 16, in the Southeast 1/4, of the Northeast 1/4, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

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 60.00 feet to a point on the North line of a permanent creek easement recorded in Book 40 Page 163, in said Sarpy County, said point also being the Point of Beginning; thence continuing North 02° 20' 12" West along said East line for a distance of 71.12 feet; thence North 88° 13' 04" East, for a distance of 423.66 feet; thence South 89° 31' 03" East, for a distance of 881.87 feet to a point on the East line of said Southeast 1/4; thence South 02° 42' 30" East, along said East line of said Southeast 1/4, for a distance of 2.67 feet to a point on the North line of a permanent creek easement recorded in instrument number 98-27324 in said Sarpy County, thence South 88° 47' 20" West along said North line for a distance of 679.80 feet; thence South 61° 00' 53" East along the West line of said creek easement, for a distance of 65.61 feet to a point on said North line of said creek easement recorded in Book 40 Page 163; thence South 87° 38' 40" West along said North line, for a distance of 680.83 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 51,285 sq. ft. or 1.177 acres more or less.



 EXISTING EASEMENT
 PERMANENT EASEMENT




PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
 8901 S. 154TH STREET
 OMAHA NE 68138-3621
 OFFICE: 402-444-6222
 FAX: 402-895-6543
 www.papioand.org

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

PROJECT:	THOMPSON CREEK
DATE:	4-20-2014
DRAWN BY:	SMM
SCALE:	1" = 100'
SHEET:	1 OF 1

8/2/14