

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006- 32382

2006 SEP 19 A 11:59

Shirley J. Harding
REGISTER OF DEEDS

COUNTER *CH* C.E. *CH*
VERIFY *CH* D.E. *CH*
PROOF *CH*
FEES \$ *15.50*
CHECK # *CH*
CHG *CH* CASH *CH*
REFUND *CH* CREDIT *CH*
SHORT *CH* NCR *CH*

PERMANENT EASEMENT

Giles Road No. 2, LLC, A limited liability company, hereinafter called the "Grantor" in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Papillion, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", its successors and assigns, a permanent easement to construct and install a water line main along the southerly side of Cornhusker Road, for the purpose of conveying water over, across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said water line, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

THAT PART OF LOT 5, PORTAL PLAZA, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT SOUTHEAST CORNER OF SAID LOT 5;
THENCE N63°48'02"W (ASSUMED BEARING) 10.00 FEET ON THE SOUTHWEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING;
THENCE CONTINUING N63°48'02"W 20.00 FEET ON THE SOUTH LINE OF SAID LOT 5;
THENCE N26°11'58"E 30.00 FEET;
THENCE S63°48'02"E 20.00 FEET;
THENCE S26°11'58"W 30.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.01 ACRES MORE OR LESS.

32382

REC
City of Papillion
123 E 3rd Street
Papillion, NE 68046

- A
1. The points described above are subject to adjustment by subsequent agreement between the City of Papillion and Giles Road No. 2, LLC.
 2. That attached hereto as attachment "A" and incorporated herein by reference is a graphic description of said water line easement area.
 3. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said water main upon the property above described.
 4. The Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.
 5. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns and will indemnify and save harmless the Grantor, its successors and assigns for any and all loss, damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground water main, or any part thereof.
 6. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.
 7. The above payment shall cover all damages caused by the establishment and construction of the above project.
 8. The Grantor waives compliance by Papillion with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. '25-2501, et seq., as amended).
 9. This easement shall not pass, nor be construed to pass, to Papillion, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area which do not interfere with Papillion's rights under this easement.
 10. The Grantor warrants that no verbal or written representations or inducements have been made or given by Papillion or by any of its officers, agents or employees, other than as may be recited in this document.

B

IN WITNESS WHEREOF, the Grantor has executed this Easement the 20th day of July, 2006.

GRANTOR: Giles Road No. 2, LLC

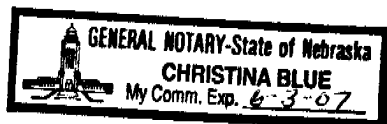
BY: George W. Ventercher

Title: Manager

Acknowledgement

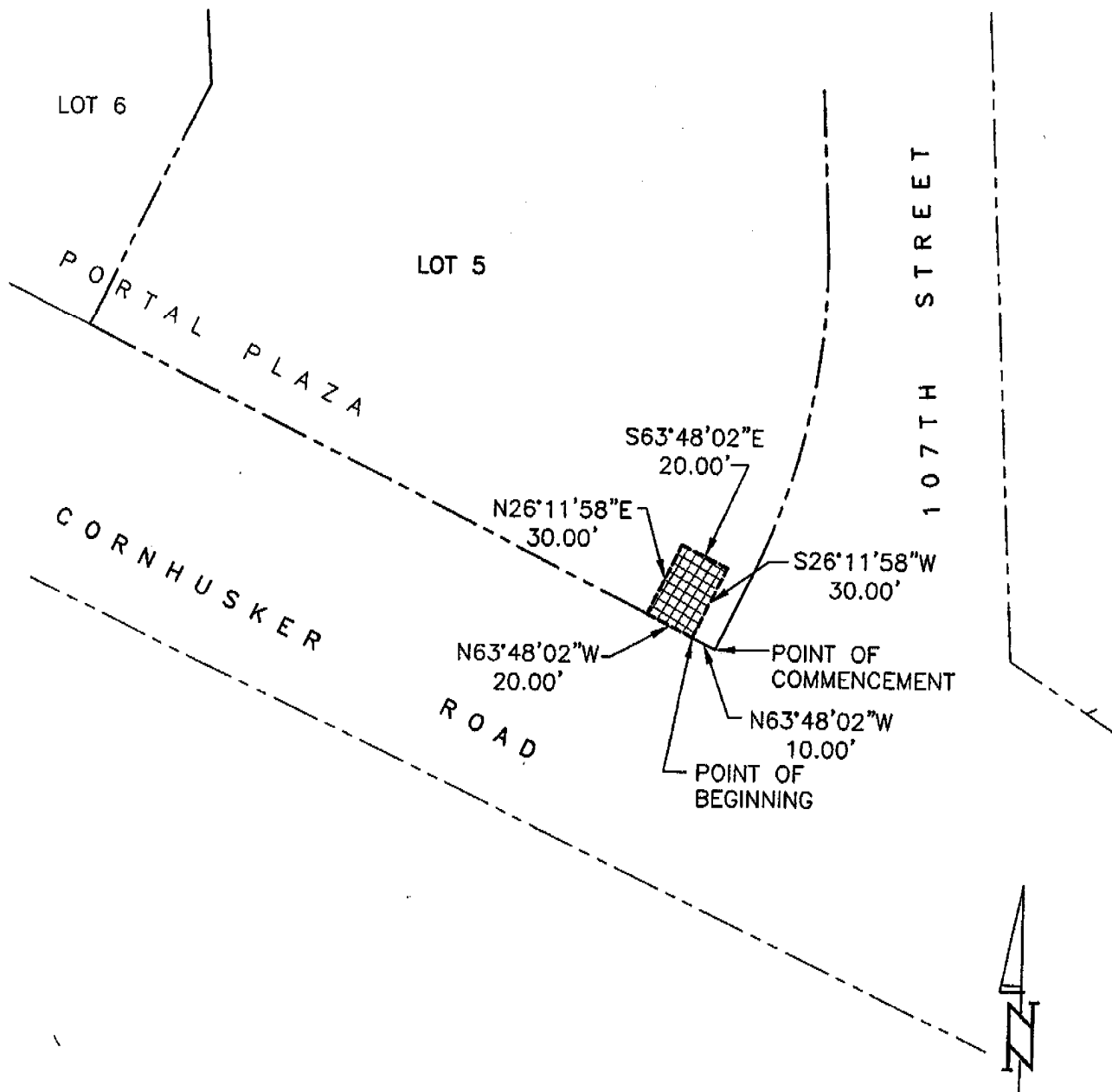
STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

Before me, a Notary Public, qualified for said county, personally came GEORGE W. VENTEICHER, known to me to be the identical person who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.



Christina Blue
Notary Public

2006-32382 C



LEGAL DESCRIPTION

SCALE: 1"=60'

THAT PART OF LOT 5, PORTAL PLAZA, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SAID LOT 5;

THENCE N63°48'02"W (ASSUMED BEARING) 10.00 FEET ON THE SOUTHWEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING;

THENCE CONTINUING N63°48'02"W 20.00 FEET ON THE SOUTH LINE OF SAID LOT 5;

THENCE N26°11'58"E 30.00 FEET;

THENCE S63°48'02"E 20.00 FEET;

THENCE S26°11'58"W 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.01 ACRES MORE OR LESS.

CITY OF PAPILLION

TD2 FILE NO.:181-479-E3

DATE: JULY 5, 2006

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860