FILED SARIY CO. NE. INSTRUMENT NUMBER

2007 JUN -8 A 10: 03 P

REGISTER OF DEEDS

PAHNTER VERIFY	<u>Q</u> ,	SE SA
VERIFY 37	POV.	AF/===
PROOF		
FEES \$	30.50	
CHECK #		
CHGPAK	30.50	CASH
REFUND		CREDIT
SHORT		NCR

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT MOPAC TRAIL PROJECT

EASEMENTS

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, RUSSELL G. HANS, TRUSTEE UNDER THE HANS FAMILY TRUST UTA dated August 26, 2005 (hereinafter called "GRANTORS," whether one or more), for themselves and for their successors and assigns, do hereby grant to PAPIO-MISSOURI RESOURCES RIVER **NATURAL** DISTRICT (hereinafter called "GRANTEE"), and its successors and assigns, the easements hereinafter described, to-wit:

PERMANENT DRAINAGE EASEMENT (PARCEL A). GRANTOR hereby grants to GRANTEE the permanent, full, and free right, liberty and authority to enter upon and use the strip(s) or parcel(s) of land (hereinafter referred to collectively as "PARCEL A") described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference, for purposes of construction, operation, maintenance, repair, replacement, and regulation of drainage improvements appurtenant to GRANTEE'S MOPAC public recreational trail project

Easement Contract Hans.doc EXHIBIT "2" 16838



(hereinafter referred to as "the TRAIL PROJECT"), such drainage improvement easement rights hereby granted including, without limitation, the construction, operation, maintenance, repair, replacement and regulation of drainage culverts and other conduits and extensions thereof, embankments, headwalls, channels, swales, erosion prevention measures and other surface water drainage improvements associated with and appurtenant to the TRAIL PROJECT.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT (PARCEL B). GRANTOR hereby grants to GRANTEE the temporary, full, and free right, liberty and authority to enter upon and use the strip(s) or parcel(s) of land (hereinafter referred to collectively as "PARCEL B") described in the legal description attached hereto as Exhibit "B" and incorporated herein by reference, for ingress and egress; construction materials storage; equipment maintenance, storage and maneuvering; and, any for other lawful purposes necessary, convenient or incidental to GRANTEE'S construction of the TRAIL PROJECT or the aforesaid drainage improvements, during the period of such construction.

The GRANTEE'S exercise of the rights granted in the afore-mentioned easements shall be subject to the following, to-wit:

- 1. The consideration recited hereinabove shall constitute payment in full for all damages sustained by GRANTORS, and their heirs, successors and assigns, by reason of the exercise of any of the rights or privileges herein expressly granted or reasonably implied.
- 2. This instrument may be recorded, shall be deemed to 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.
- 3. GRANTORS covenant and agree that they own PARCEL A and PARCEL B and have good right to grant the aforesaid easements over the same; that PARCEL A and PARCEL B are free and clear of all liens and encumbrances that could affect GRANTEE'S rights under the easements herein granted; and, that

GRANTORS will warrant and defend GRANTEE'S title to such easements against the lawful claims and demands of all persons whomsoever.

- **4.** This instrument shall not be construed to pass to GRANTEE any fee simple title to PARCEL A or PARCEL B.
- 5. GRANTORS warrant that no representations or inducements have been made or given by GRANTEE, or by any of its officers, agents or employees, other than as may be recited in this instrument.

Executed by GRANTORS on this 4 day of 4111

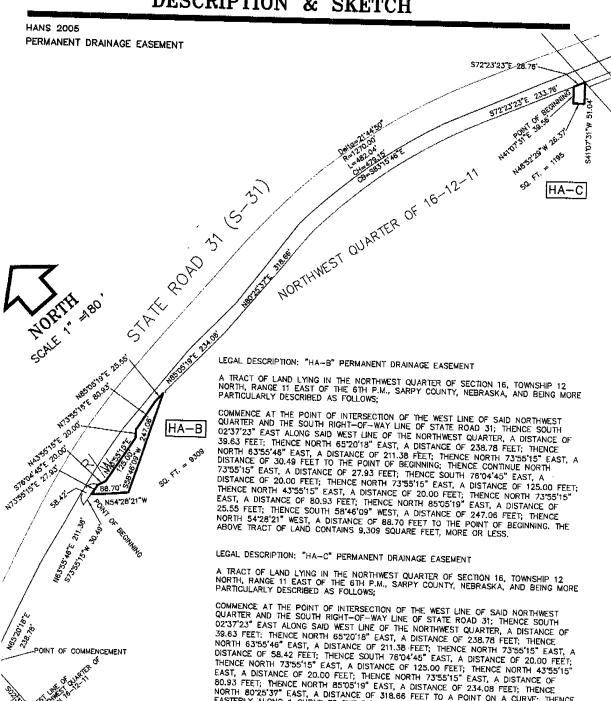
RUSSELL G. HANS, TRUSTEE UNDER THE HANS FAMILY TRUST UTA dated August 26, 2005

<u>ACKNOWLEDGEMENTS</u>

STATE OF NEBRASKA)		
) SS.		
COUNTY OF DOUGLAS)		
On this H day of	APRIV		, 200 % , before me,
Notary Public, personally ca	ame RUSSELL	G. HANS,	TRUSTEE UNDER THI
HANS FAMILY TRUST UTA			
the identical person whose na and he/she acknowledged the	ame is affixed to	the above	and foregoing instrument
WITNESS my hand and	d Notarial Seahth	e date J a st	aforesaid.
GENERAL NOTARY - State of Nebraska			
My Comm. Exp. Sept. 19, 2010	Notary	Public	

Project No. EGA031340

DESCRIPTION & SKETCH



PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 31; THENCE SOUTH 20:337-23" EAST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 39.63 FEET; THENCE NORTH 65:20'18" EAST, A DISTANCE OF 238.78 FEET; THENCE NORTH 65:50'15" EAST, A DISTANCE OF 211.38 FEET; THENCE NORTH 73:55'15" EAST, A DISTANCE OF 20:00 FEET; THENCE NORTH 73:55'15" EAST, A DISTANCE OF 20:00 FEET; THENCE NORTH 73:55'15" EAST, A DISTANCE OF 20:00 FEET; THENCE NORTH 73:55'15" EAST, A DISTANCE OF 20:33 FEET; THENCE NORTH 85:05'19" EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 80:25'39" EAST, A DISTANCE OF 318.66 FEET TO A POINT ON A CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAWING A RADIUS OF 127:0.00 FEET AND CENTRAL ANGLE OF 21:44'50", AN ARC DISTANCE OF 482.04 FEET (CHORD=479.15', CHORD BEARING=58315'46"E) TO A POINT OF TANGENCY, THENCE SOUTH 72:23'23' EAST, A DISTANCE OF 233.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 72:23'23" EAST, A DISTANCE OF 26:37 FEET; THENCE NORTH 41'07'31" WEST, A DISTANCE OF 51:04 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 26:37 FEET; THENCE NORTH 41'07'31" EAST, A DISTANCE OF 39:56 FEET TO THE POINT OF BEGINNING; THEORY CONTINUE ON THE ABOVE TRACT OF LAND CONTAINS 1,195 SQUARE FEET, MORE OR LESS.

EHRHART GRIFFIN & ASSOCIATES

10/25/05

)ate:

ENGINEERING

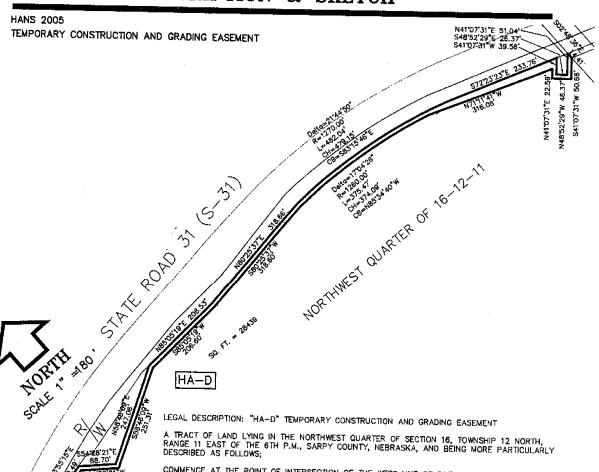
PLANNING

LAND SURVEYING

3552 Farnam Stre

Project No. EGA031340

DESCRIPTION & SKETCH



COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER AND THE SOUTH RICHT-OF-WAY LINE OF STATE ROAD 31; THENCE SOUTH 02'37'23" EAST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 39.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 65'20'18" EAST, A DISTANCE OF 238.78 FEET; THENCE NORTH 65'20'18" EAST, A DISTANCE OF 238.78 FEET; THENCE NORTH 63'55'46" EAST, A DISTANCE OF 211.38 FEET; THENCE NORTH 73'55'15" EAST, A DISTANCE OF 30.49 FEET; THENCE SOUTH 54'28'21" EAST, A DISTANCE OF 88.70 FEET; THENCE NORTH 58'46'09" EAST, A DISTANCE OF 247.06 FEET; THENCE NORTH 85'05'19" EAST, A DISTANCE OF 208.53 FEET; THENCE NORTH 80'25'37" EAST, A DISTANCE OF 218.66 FEET TO A POINT ON A CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAWING A ROBIUS OF 1270.00 FEET AND A CENTRAL ANGLE OF 21'44'50", AN ARC DISTANCE OF 482.04 FEET (CHORD=479.15', CHORD BEARING=883'15'45"E) TO A POINT OF TANGENCY; THENCE SOUTH 72'32'23" EAST, A DISTANCE OF 233.76 FEET; THENCE SOUTH 41'07'31" WEST, A DISTANCE OF 39.56 FEET; THENCE SOUTH 48'52'29" EAST, A DISTANCE OF 26.37 FEET; THENCE NORTH 41'07'31" EAST, A DISTANCE OF 51.04 FEET; THENCE SOUTH 41'07'31" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 41'07'31" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.69 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.69 FEET; THENCE NORTH 48'52'29" WEST, A DISTANCE OF 50.69 FEET; THENCE SOUTH 50'25'37" WEST, A DISTANCE OF 518.60 FEET; THENCE SOUTH 50'50'19" WEST, A DISTANCE OF 50'60 FEET; THENCE SOUTH 50'50'19" WEST, A DISTANCE OF 50'60 FEET; THENCE SOUTH 50'50'19" WEST, A DISTANCE OF 50'60 FEET; THENCE SOUTH 50'50'19" WEST, A DISTANCE OF 50'49" WEST, A DISTANCE OF 50'40'40" WEST, A DISTANC

Date:

10/25/05

POINT OF COMMENCEMENT



ENGINEERING

PLANNING

LAND SURVEYING

2007-16838E

