

2012-11600

04/20/2012 8:47:12 AM

Floyd J. Dowling

REGISTER OF DEEDS



COUNTER *WS* C.E. *EM*
VERIFY *WS* D.E. *EM*
PROOF *P*
FEES \$ *21.00*
CHECK# *083524*
CHG! CASH
REFUND CREDIT
SHORT NCR

PERMANENT EASEMENT

The undersigned, Stone Creek Plaza LLC, hereinafter called the "Grantor" in consideration of \$1.00 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 through that part of Lots 102 and 103 Kingsbury Hills Replat One legally described below, 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:

A PERMANENT WATER LINE EASEMENT LOCATED IN PART OF LOTS 102 AND 103, KINGSBURY HILLS REPLAT ONE, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 103, KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 102, KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 103, KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 112TH STREET, ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 5.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°06'28"W (ASSUMED BEARING), A DISTANCE OF 5.05 FEET; THENCE N02°45'01"W ALONG SAID WEST LINE OF LOT 103, KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 112TH STREET, A DISTANCE OF 54.28 FEET; THENCE N42°14'59"E, ALONG SAID WEST LINE OF SAID LOT 103, KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID 112TH STREET, A DISTANCE OF 7.07 FEET TO THEE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN STREET; THENCE N87°14'59"E ALONG THE NORTH LINE OF SAID LOT 103 KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN STREET, A DISTANCE OF 5.0 FEET; THENCE S02°45'01"E, A DISTANCE OF 59.28 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 235.00 FEET, A DISTANCE OF 40.29 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S02°09'41"W, A DISTANCE OF 40.24 FEET; THENCE N82°55'37"W,

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A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 102 KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTHERLY ALONG SAID WEST LOT LINE OF LOT 102, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET, ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 33.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°48'14"E, A DISTANCE OF 33.50 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT WATER LINE EASEMENT CONTAINS AN AREA OF 974.94 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

1. The points described above are subject to adjustment by subsequent agreement between the City of Papillion and Grantor.
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. No tree, building, improvement or other structure shall be placed over said Easement Area by the Grantor, or its successors or assigns, without the express written approval of PAPIILLION, provided, crops, grass, shrubbery, and paving or other hard surfaces, that do not interfere with or in any way obstruct the construction, reconstruct, maintenance, operation and repair of said Water Main, may be installed with the Easement Area by the GRANTOR, and its successors and assigns, and that in the event that it becomes necessary to repair, remove or replace said Water Main, PAPIILLION shall have the right to move such improvements, and said premises shall thereafter be restored by PAPIILLION, its successors and assigns, to the condition thereof existing before said removal.
6. 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.
7. This easement is binding upon the assigns and successors of the Grantor and shall be a permanent easement.
8. The above payment shall cover all damages caused by the establishment and

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construction of the above project.

- 9. 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).
- 10. 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.
- 11. 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.

IN WITNESS WHEREOF, the Grantor has executed this Easement the 16 day of April, 2012.

GRANTOR: Stone Creek Plaza, LLC

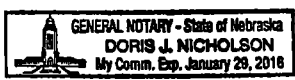
BY: *Gerald L. Torczon*

Gerald L. Torczon
Managing Member

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

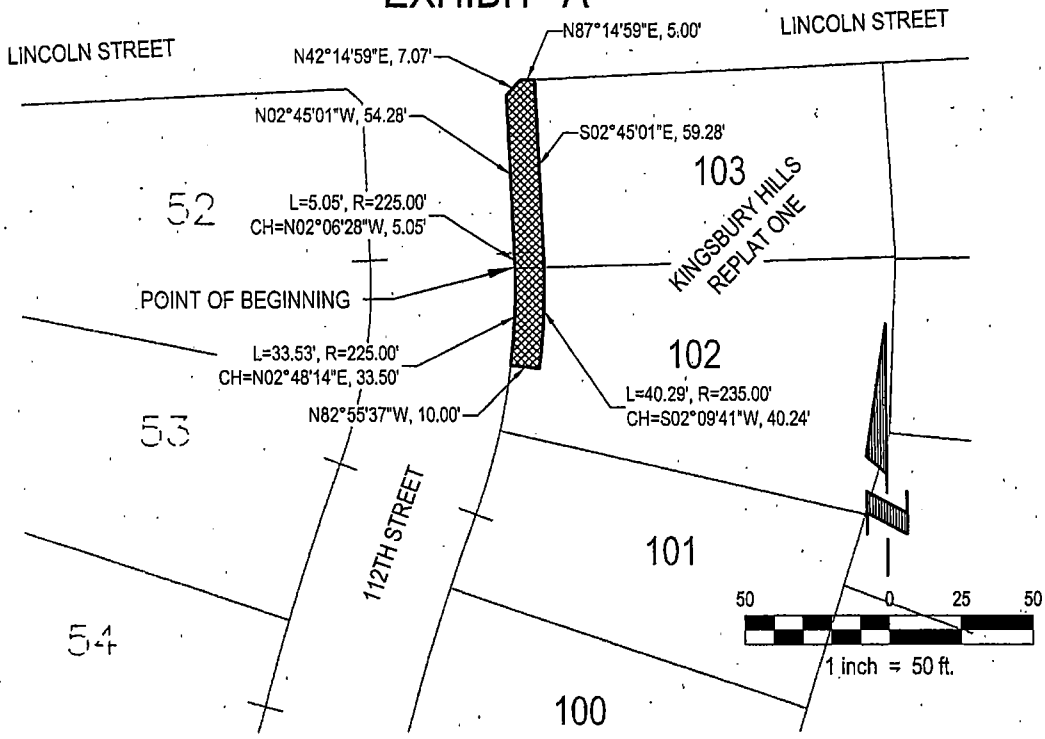
Before me, a Notary Public, qualified for said county, personally came Gerald L. Torczon, known to me to be the identical persons who signed the foregoing instrument, and who acknowledged the same to be their voluntary act and deed.

Doris J. Nicholson
Notary Public



2012-11600 C

EXHIBIT "A"



LEGAL DESCRIPTION

A PERMANENT WATER LINE EASEMENT LOCATED IN PART OF LOTS 102 AND 103, KINGSBURY HILLS REPLAT ONE, A SUBDIVISION LOCATED IN PART OF THE SE 1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 103 KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 102, KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 103 KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 112TH STREET, ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 5.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°06'28"W (ASSUMED BEARING), A DISTANCE OF 5.05 FEET; THENCE N02°45'01"W ALONG SAID WEST LINE OF LOT 103, KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID 112TH STREET, A DISTANCE OF 7.07 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN STREET; THENCE N87°14'59" ALONG THE NORTH LINE OF SAID LOT 103 KINGSBURY HILLS REPLAT ONE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN STREET, A DISTANCE OF 5.0 FEET; THENCE S02°45'01"E, A DISTANCE OF 59.28 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 235.00 FEET, A DISTANCE OF 40.29 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S02°09'41"W, A DISTANCE OF 40.24 FEET; THENCE N82°55'37"W, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 102 KINGSBURY HILLS REPLAT ONE, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTHERLY ALONG SAID WEST LOT LINE OF LOT 102, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 112TH STREET, ON A CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 33.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°48'14"E, A DISTANCE OF 33.50 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT WATER LINE EASEMENT CONTAINS AN AREA OF 974.94 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

e+a E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 885-0700

Drawn by: BJW Chkd by: EAS 4/4/12 Chkd by: _____
 Job No.: 2004.225.001 Date: 4/2/2012

PERMANENT WATERLINE EASEMENT
 PART OF LOT 102 AND 103
 KINGSBURY HILLS REPLAT ONE
 SARPY COUNTY, NEBRASKA