

RECEIVED FOR
OCT 7 2 01 PM '96



GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Affects
lots 60-12
+ DLB + south of Sheffield

**PAPIO - MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



8901 S. 154th St.
Omaha, NE 68138-3621
Fax 402-895-6543 Office 402-444-6222
Home 402-234-4178

Ralph Puls - Land and Water Programs Coordinator

11596H
FEE 20~~00~~ R 26-16-11 FB 01-60000
DEL C/O COMP 1/1
LEGAL PG SCAN TV

PERMANENT EASEMENT

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
GRADE STABILIZATION STRUCTURE D-17, TRACT NO. 7**

FOR AND IN CONSIDERATION of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Joanne F. Shramek, as TRUSTEE(S) OF THE JOSEPH MARTIN SHRAMEK TESTAMENTARY TRUST (hereinafter referred to as "the GRANTORS" whether one or more), for themselves and for their successors and assigns, by this document (hereinafter referred to as "this Easement") do hereby grant, bargain, sell, convey and confirm unto the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the DISTRICT") and its successors and assigns, a permanent easement, hereinafter described, in, over and upon a certain parcel of land in Douglas County, Nebraska, hereinafter described.

Pursuant to this Easement, the DISTRICT shall have the permanent, full, and free right, liberty and authority to enter upon and use the following described tract of land, to-wit:

TRACT 7

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST-WEST CENTERLINE OF

phy60419. ea
ON TOP

EP

SAID SECTION 26, NORTH 89 DEGREES 52 MINUTES 01 SECOND EAST, 1045.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 20 DEGREES 19 MINUTES 21 SECONDS WEST, 157.37 FEET; THENCE NORTH 3 DEGREES 31 MINUTES 07 SECONDS WEST, 200.25 FEET; THENCE NORTH 48 DEGREES 38 MINUTES 11 SECONDS WEST, 181.95 FEET; THENCE NORTH 16 DEGREES 53 MINUTES 18 SECONDS WEST, 450.01 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 53 SECONDS EAST, 797.25 FEET; THENCE SOUTH 3 DEGREES 14 MINUTES 55 SECONDS WEST, 237.87 FEET; THENCE SOUTH 9 DEGREES 39 MINUTES 07 SECONDS EAST, 49.76 FEET TO A POINT ON SAID EAST-WEST CENTERLINE OF SECTION 26; THENCE ALONG SAID EAST-WEST CENTERLINE, SOUTH 89 DEGREES 52 MINUTES 01 SECOND WEST, 172.36 FEET TO THE TRUE POINT OF BEGINNING.

SW NW

(hereinafter referred to as "the Easement Area"), for the purposes of impoundment, storage and detention, from time to time, of any waters and sediment impounded, stored or detained by the grade stabilization structure designated as Site 17, Papillion Creek PL-566 Watershed Project, subject to the following:

1. This easement also includes the permanent rights of the DISTRICT to have unimpeded ingress and egress over and across the Easement Area; to control vegetation, animals, fish, and insects in the Easement Area; and, to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery.
2. There is reserved to the holder(s) of title to the Easement Area, and his, her, their or its heirs, 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.
3. The consideration recited herein shall constitute payment in full for any and all severance damages and other losses or damages sustained by the 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 by this Easement.
4. The GRANTORS waive compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended)
5. The GRANTORS, for themselves and for their successors and assigns, covenant and agree that the GRANTORS are the owners of the above-mentioned Easement Areas and that they have good right to convey these easements over the same; that said premises are free and clear of all liens and encumbrances, except easements of record; and,

that they will warrant and defend the title to the Easements granted herein against all lawful claims and demands of all persons whomsoever.

6. This document shall not pass, nor be construed to pass, to the DISTRICT any fee simple interest or title to the Easement Area.

7. The holder(s) of title to the Easement Area shall not be responsible for operation or maintenance of any of the improvements contemplated by this Easement.

IN WITNESS WHEREOF, the GRANTORS have executed this Easement as of this 26 day of September, 19 96.

Joanne F. Shramek

Joanne F. Shramek
TRUSTEE(S) OF THE JOSEPH MARTIN
SHRAMEK TESTAMENTARY TRUST

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me, a Notary Public
in and for said County, personally came the above named

_____,
TRUSTEE(S) OF THE JOSEPH MARTIN SHRAMEK TESTAMENTARY TRUST,
and acknowledged the execution of the above Permanent Easement as his/her/their
voluntary act and deed as such trustee.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

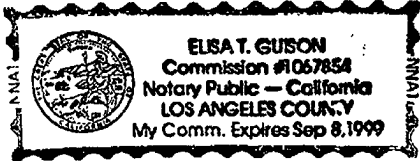
State of California

County of Los Angeles

On Sept. 26 1996 before me, Elsa T. Guson Notary Public

personally appeared Joanne F. Shamel

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

E. Guson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Permanent Easement
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

Sept. 26 1996
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

None
SIGNER(S) OTHER THAN NAMED ABOVE

NOTICE: ERROR HAS BEEN FOUND INASMUCH AS: not notarized as the Trustee of the Trust.

USED FOR THE EASTERN CITY POLICE DEPARTMENT
SUBJECT TO THE EASTERN CITY POLICE DEPARTMENT
THEN EXISTING CITY POLICE DEPARTMENT

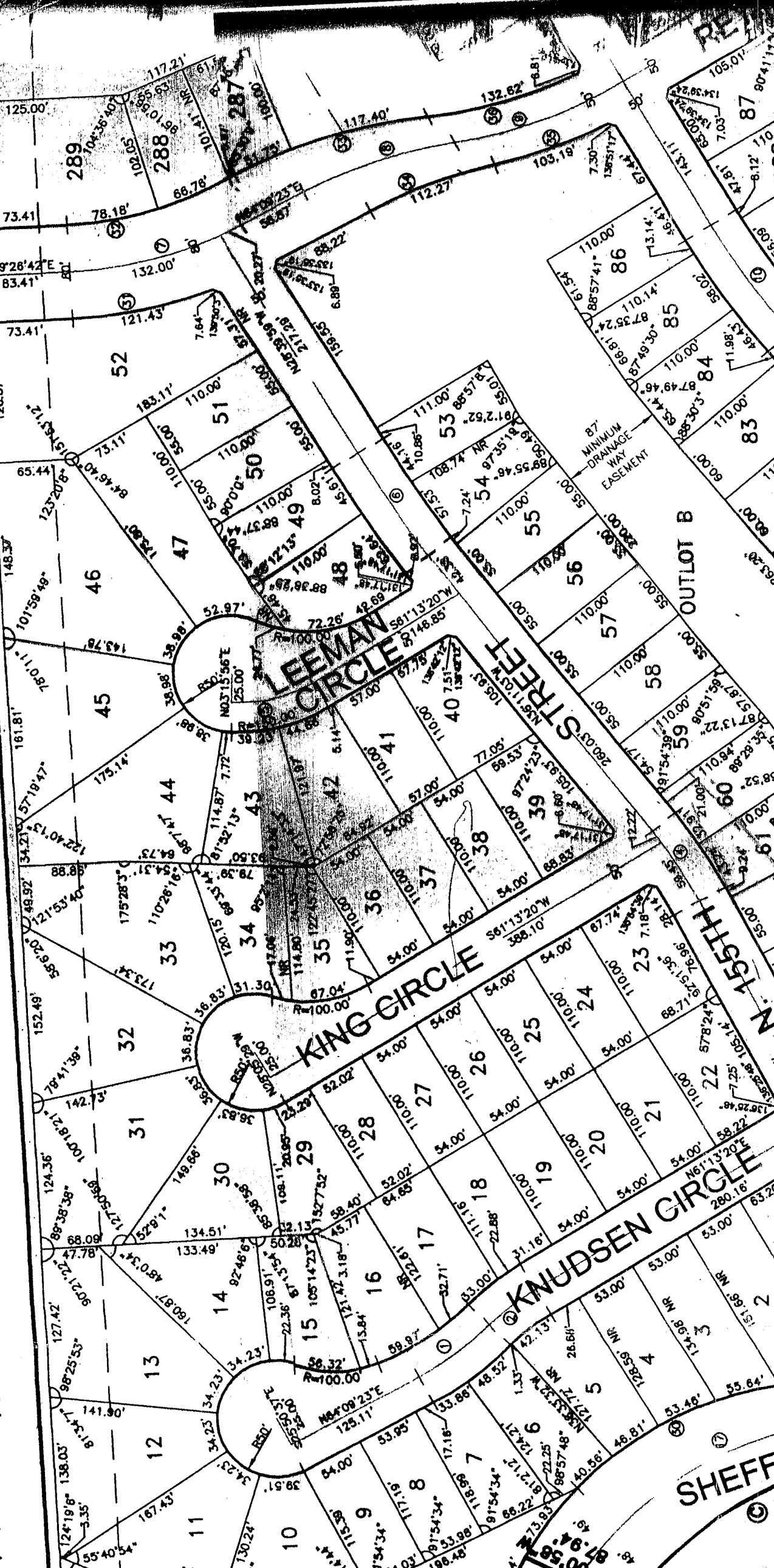
156TH STREET

N00°33'10"W
2567.91'

N89°26'42"E
83.41'

108.69'
73.41'
289'
288'

117.21'
125.00'



SHEFFIELD

KNUDSEN CIRCLE

KING CIRCLE

LEEMAN CIRCLE

N 156TH STREET

STREET

OUTLOT B

MINIMUM DRAINAGE EASEMENT

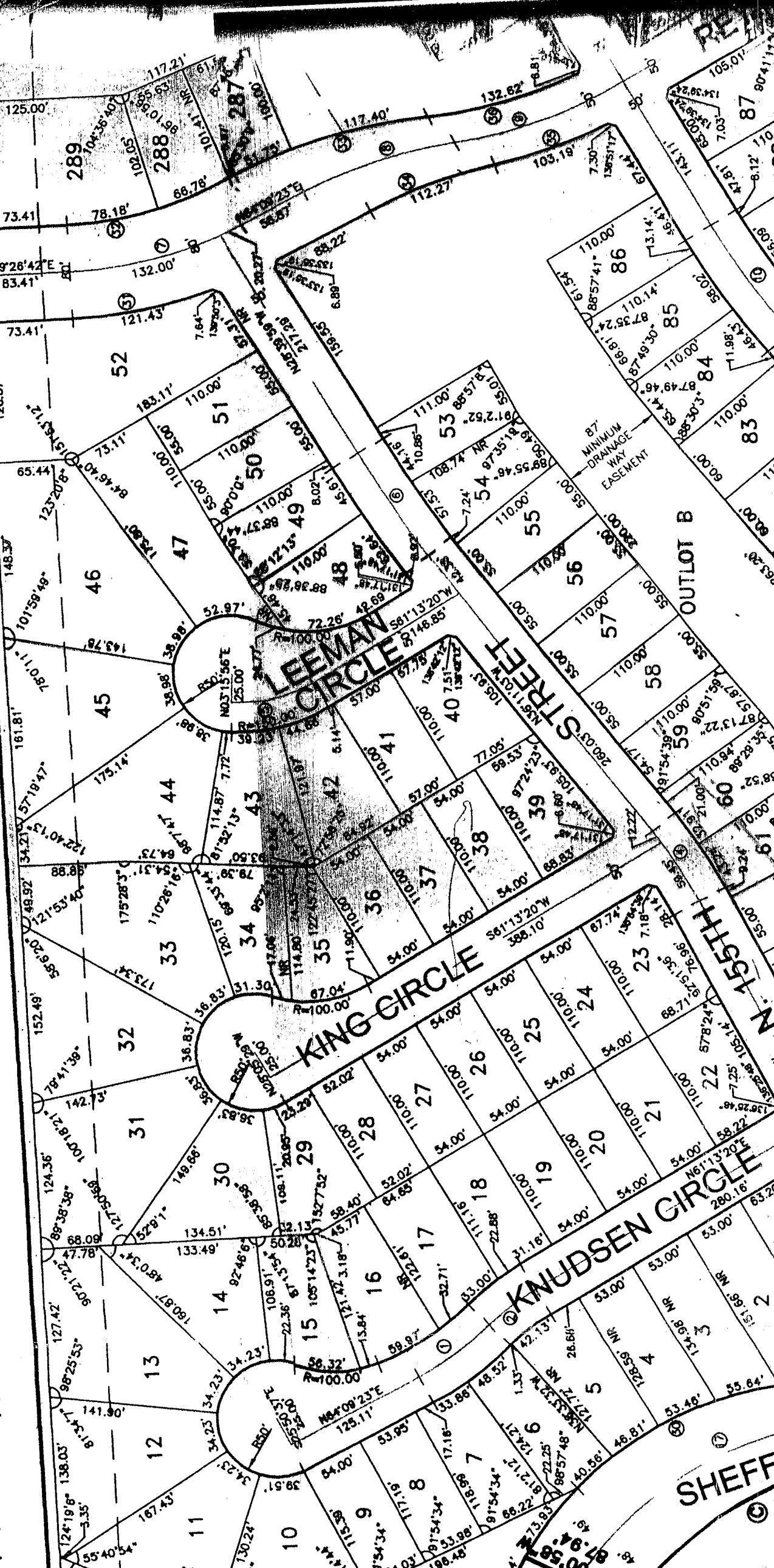
2567.91'

N00°33'10"W

N89°26'42"E

108.69'

117.21'



SHEFFIELD

KNUDSEN CIRCLE

KING CIRCLE

LEEMAN CIRCLE

N 156TH STREET

STREET

OUTLOT B

MINIMUM DRAINAGE EASEMENT

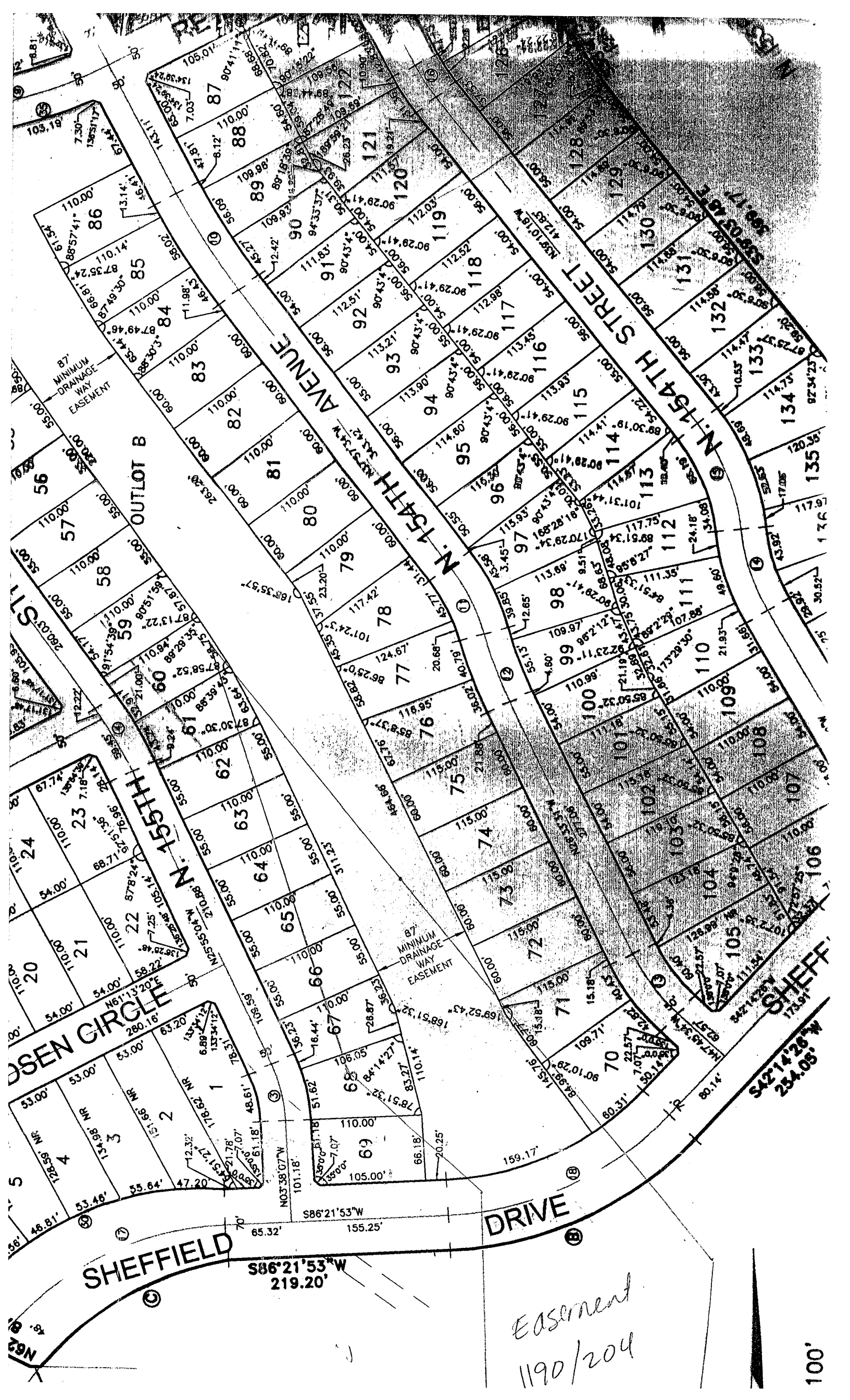
2567.91'

N00°33'10"W

N89°26'42"E

108.69'

117.21'



Easement
1190/204

100'

SHEFFIELD

S86°21'53"W
219.20'

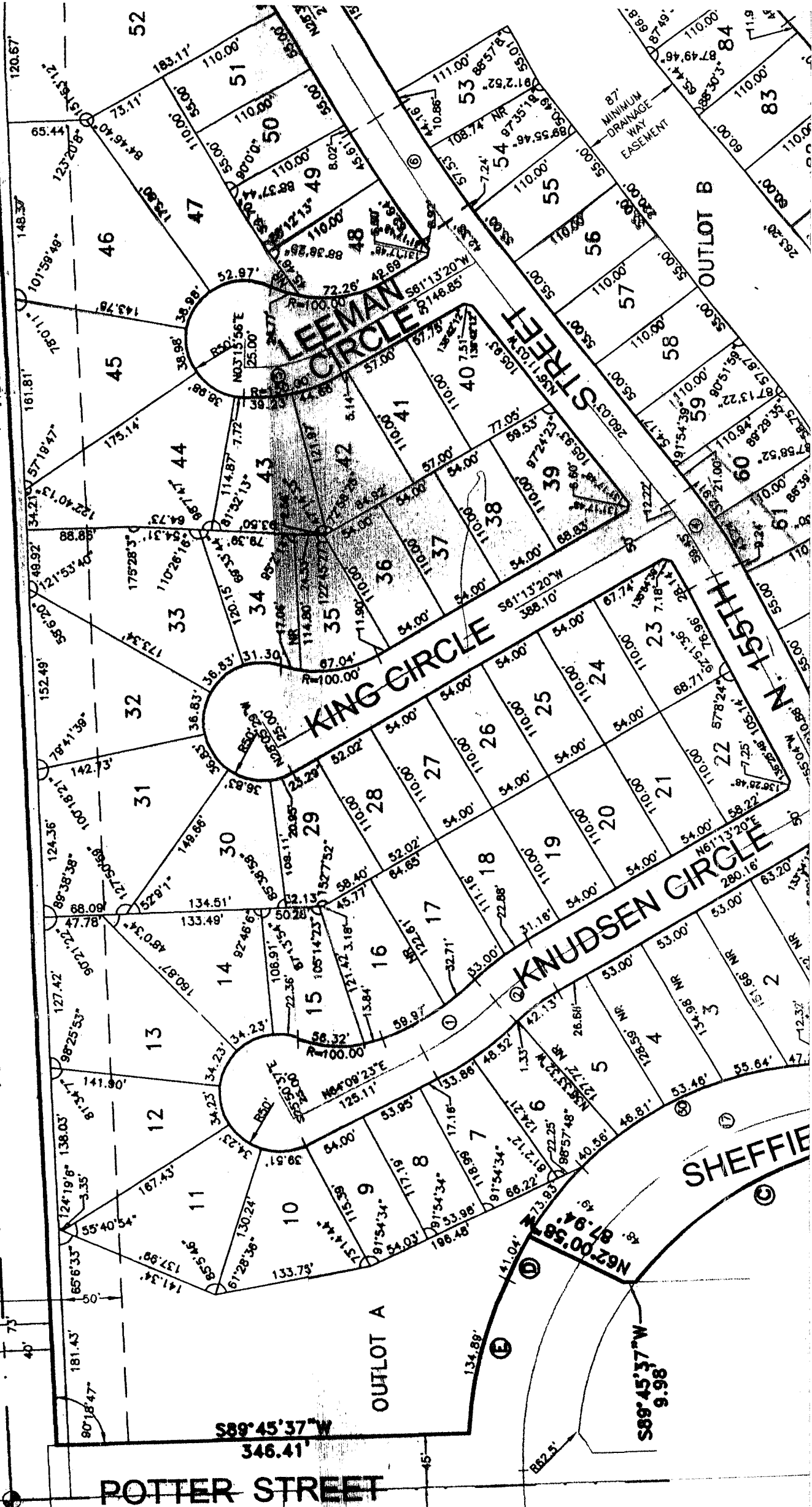
DRIVE

SHEFFIELD
S42°14'28"W
234.08'

SW COR. NW QUARTER
SEC. 26 T16N. R11E
POINT OF REFERENCE

156TH STREET

N00°33'10"W
2567.91'



POTTER STREET

S89°45'37"W
346.41'

OUTLOT A

SHEFFIELD STREET

KNUDSEN CIRCLE

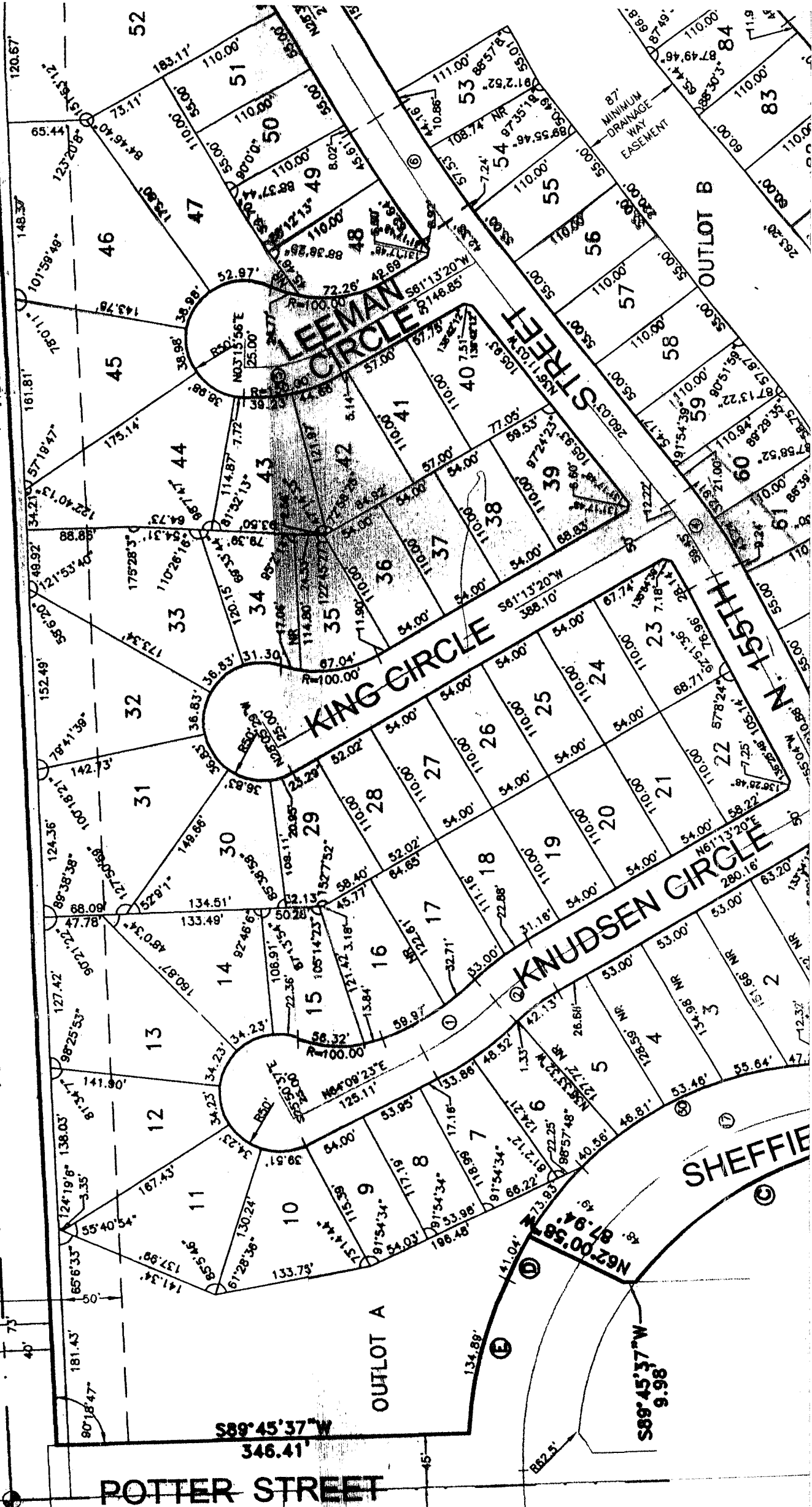
KING CIRCLE

LEEMAN CIRCLE

STREET

OUTLOT B

MINIMUM DRAINAGE WAY EASEMENT



S89°45'37"W
9.98'

STREET

OUTLOT B

MINIMUM DRAINAGE WAY EASEMENT

KING CIRCLE

LEEMAN CIRCLE

STREET

