

## MEMORANDUM

TO: Finance, Expenditures and Legal Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Thompson Creek Levee Improvement Project  
Victor Stepanek ROW Purchase

DATE: August 14, 2014

---

The Thompson Creek Levee Improvement Project extends between 66<sup>th</sup> and 60<sup>th</sup> Street and south of Harrison Street in La Vista, NE. The current levees were built in 1960-1970 period, prior to the existence of District and the levee maintenance was assumed by the District after its formation in 1972. The levee side slopes are very steep and the levees are being eroded by creek bank erosion.

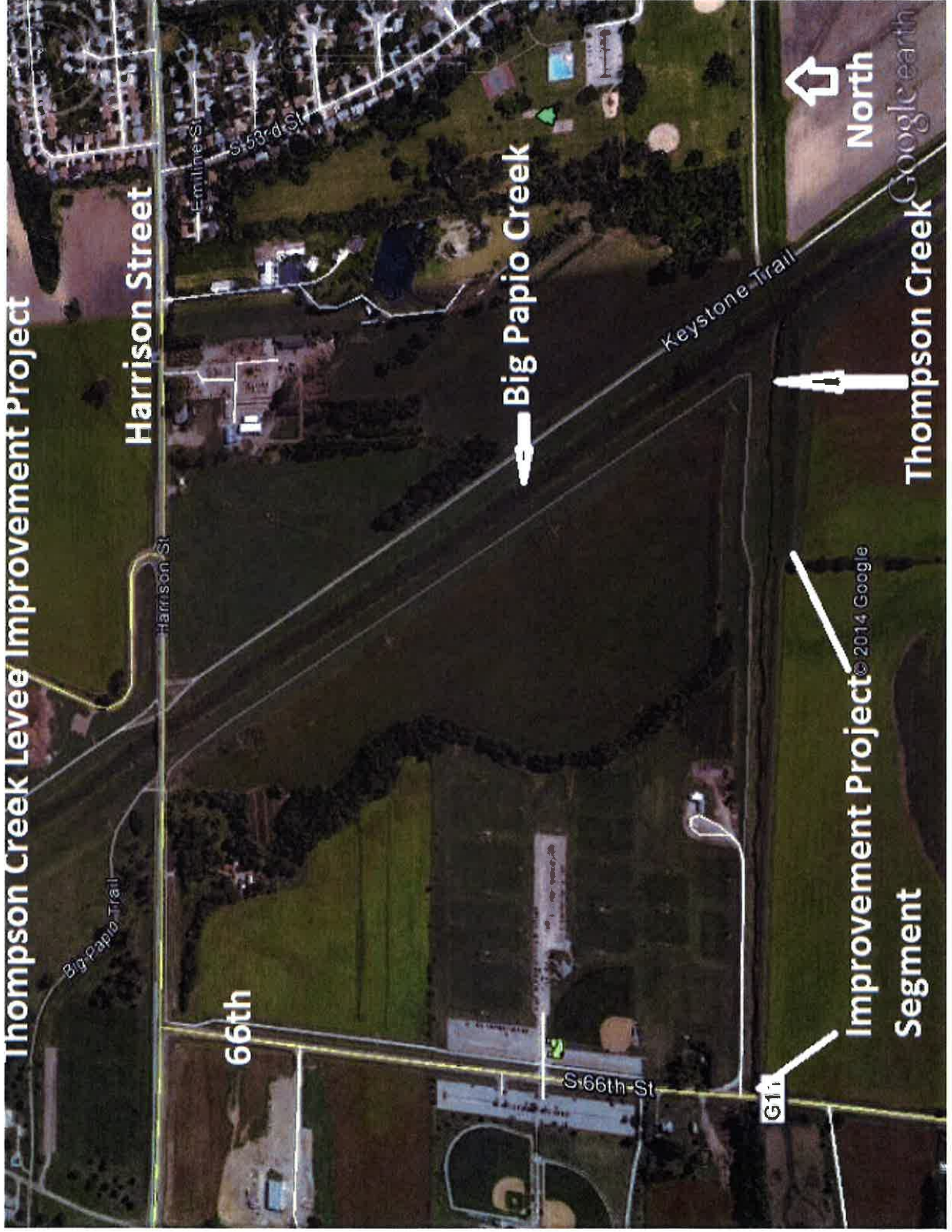
The proposed project consists of relocating levee away from the creek, constructing riverside berms and levees with 3:1 side slopes. In addition, a La Vista sanitary sewer, OPPD electrical transmission line and La Vista recreation facilities at the base of the current levee will have to be relocated northward away from the new left bank (north side) levee. Attached are maps related to the project.

The District hired Thomas E. Stevens to perform an appraisal of the property owned by Victor Stepanek and identified as Tracts No. 3 and 6. Tract No. 3, a 1.61 acre parcel with a house in poor condition was appraised at \$64,400. The property would be acquired in fee simple (deed). Tract No. 6 consists of 1.177 acres permanent levee easement, 2.996 acres temporary levee easement (2 year period) and 0.835 acres permanent sewer easement with appraised value of \$26,250. Total appraised value for Tracts 3 and 6 is \$90,650. Enclosed is a land rights summary.

Victor Stepanek has accepted the appraised values for Tracts 3 and 6 and has signed purchase agreements for both tracts. Enclosed is a copy of the purchase agreements.

**It is Management's recommendation that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Purchase Agreements with Victor Stepanek for the purchase price of \$64,400 for Tract 3, 1.61 acres fee title, and \$26,250 for Tract 6, 2.012 acres permanent and 2.996 acres temporary easements, for Thompson Creek Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

Thompson Creek Levee Improvement Project



Harrison Street

66th

S 66th St

Big Papio Creek

Improvement Project Segment

Thompson Creek



North

Google earth





**Legend**

- Section Corners
- Quarter Sections
- Tax Parcels
- Deed
- Permanent Sewer Easements
- Permanent Levee Easements
- Temporary Levee Easements
- Proposed Levee Easement / Deed Area

Feet  
0 125 250 500

Cartographer: Joe Riebe  
Date of Pricing: 4/28/2014

# **THOMPSON CREEK LEVEE IMPROVEMENT PROJECT** Section 13, Township 14 North, Range 12 East **OVERALL TRACT MAP**

**PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT**

1101 W. 1st St.  
Omaha, NE 68108-3001  
402-444-8372  
www.papio-mr.org

# THOMPSON CREEK LEVEE IMPROVEMENT PROJECT

## LAND RIGHTS SUMMARY

September 2, 2014

Tract No.	Landowner	ROW Type	Area (Acres)	Appraised Value	Negotiated Value
1.	Fricke Inc.	Permanent Levee Easement	3.961	\$39,625	\$39,625 PA
1.	Fricke Inc.	Temporary Levee Easement	4.836	\$6,300	\$6,300 PA
3.	Victor Stepanek	Deed	1.61	\$64,400*	\$64,400 PA
4.	City of La Vista	Permanent Levee Easement	1.101	\$19,625	Donated by City of La Vista
4.	City of La Vista	Temporary Levee Easement	0.970	\$3,225	Donated by City of La Vista
5.	City of La Vista	Permanent Levee Easement	0.534	**	Donated by City of La Vista
5.	City of La Vista	Temporary Levee Easement	0.367	***	Donated by City of La Vista
6.	Victor Stepanek	Permanent Levee Easement	1.177	\$14,125	\$14,125 PA
6.	Victor Stepanek	Temporary Levee Easement	2.996	\$7,100	\$7,100 PA
6.	Victor Stepanek	Permanent Sewer Easement	0.835	\$5,025	\$5,025 PA
TOTALS			18.3870	\$159,425	\$136,575

### NOTES:

- \* Includes a house
- \*\* Included in Tract #4 P.E. Appraisal Value
- \*\*\* Included in Tract #4 T.E. Appraisal Value
- PA - Signed Purchase Agreement

**PURCHASE AGREEMENT**  
**BETWEEN**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**AND**  
**VICTOR STEPANEK**  
**THOMPSON CREEK, TRACT 3**

---

THIS PURCHASE AGREEMENT (“**THIS AGREEMENT**”) is made by and between: **VICTOR STEPANEK** hereinafter referred to as (“**SELLER**”), on the one hand, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“**PURCHASER**”), on the other hand.

In return for payment by **PURCHASER** to **SELLER** of **SIXTY FOUR THOUSAND FOUR HUNDRED DOLLARS (\$64,400.00)** (the “**PURCHASE PRICE**”), **SELLER** agrees to convey and grant to **PURCHASER** the parcel of land comprising Tax Lot 14B in Section 13, Township 14 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, that is more particularly described in the legal description attached hereto as Exhibit “A” and incorporated herein by reference (the “**SALE PROPERTY**”), containing 1.61 acres, more or less.

1. **Payment.** The **PURCHASE PRICE** shall be paid by **PURCHASER** to **SELLER** by electronic transfer at the closing of this transaction (“the **CLOSING**”).

2. **The Closing.** The **CLOSING** shall occur at the principal office of the **PURCHASER** at 8901 South 154<sup>th</sup> Street, Omaha, Nebraska, at \_\_\_\_\_ o’clock, \_\_\_\_M., on \_\_\_\_\_, or on such other date and/or at such other time or place as may be agreed upon in writing by **PURCHASER** and **SELLER**. At the **CLOSING**, **SELLER** shall execute and deliver to **PURCHASER** a full warranty deed, as set forth in Exhibit “B” and incorporated herein by reference, conveying to the **PURCHASER** the insurable and marketable fee-simple title to the **SALE PROPERTY**, free and clear of all liens, encumbrances, limitations, covenants, reservations, conditions, restrictions and easements, except as otherwise contemplated by or

permitted in accordance with THIS AGREEMENT. Such conveyance shall also be deemed to convey to PURCHASER, its successors, assigns or nominees, any and all interest of SELLER in any existing easements or licenses that benefit the SALE PROPERTY.

3. **Title Insurance Commitment.** Within ten (10) days after execution of THIS AGREEMENT, SELLER shall deliver to PURCHASER a commitment ("the COMMITMENT") from Nebraska Title Company, 14680 West Dodge Road, Omaha, NE 68154, for a policy of title insurance to be issued at the CLOSING. The COMMITMENT shall be irrevocable for a period of six (6) months and shall commit the insurer to insure the title to the SALE PROPERTY in the condition required herein for the benefit of PURCHASER, and its assigns or nominees, for the amount of the PURCHASE PRICE. The COMMITMENT shall exclude all standard exceptions to coverage shown on its Schedule B.

4. **Objections to Title.** After delivery of the COMMITMENT, PURCHASER may notify SELLER of any conditions disclosed in the COMMITMENT that are objectionable to PURCHASER. Following such notice SELLER shall promptly and diligently undertake such steps as are reasonably necessary to cure, satisfy, or remove such conditions. In the event SELLER shall fail to correct, satisfy or resolve any such condition to the reasonable satisfaction of PURCHASER within thirty (30) days from the date of PURCHASER'S delivery of written objections to SELLER, PURCHASER shall have the right to terminate THIS AGREEMENT.

5. **New Liens or Conditions.** As long as THIS AGREEMENT is in effect SELLER shall not transfer, convey, lease or otherwise dispose of any right, title or interest in the SALE PROPERTY except subject to the terms of THIS AGREEMENT or with written consent of PURCHASER. SELLER further agrees not to consent to or allow any new lien, encumbrance, condition reservation, easement, lease, restriction or covenant against the SALE PROPERTY, other than the lien for current real estate taxes due but not yet delinquent. PURCHASER acknowledges the existence of a warranty deed in favor of Sarpy County, Nebraska filed on August 22, 1996 in instrument no. 96-17053.

6. **Right of Entry.** Prior to the CLOSING, PURCHASER, and its duly authorized agents, shall have the right to enter the SALE PROPERTY in order to make, at PURCHASER'S expense, all surveys, measurements, soil tests, environmental studies and other tests as PURCHASER shall deem necessary. In the event CLOSING does not occur, PURCHASER agrees to repair any resulting damage to the SALE PROPERTY and to indemnify, hold harmless and defend SELLER from any and all claims by third persons of any nature whatsoever arising from PURCHASER'S exercise of such right of entry hereunder.

7. **Leases and Other Interests.** At the CLOSING, no portion of the SALE PROPERTY will be subject to any agreement, right of first refusal, lease or other undisclosed or unrecorded interest, right or restriction. SELLER certifies that there will have been no claims for labor performed, and no claim for materials furnished to the SALE PROPERTY, by any person or entity, who has not been paid in full, for at least one hundred twenty (120) days prior to the CLOSING. SELLER hereby agrees to indemnify and hold PURCHASER harmless from and against any such claims.

8. **Hazardous Materials.** SELLER represents and warrants that SELLER has not used, generated, stored or disposed of, above, in, on, under or upon the SALE PROPERTY, any "hazardous materials" as hereinafter defined, and that SELLER has no actual or constructive knowledge that there are any hazardous materials above, in, on, under or upon the SALE PROPERTY. The term "hazardous materials" means any material or substance which is listed in the United States Department of Transportation Hazardous Materials' Table (49 CFR 172.101) as of the date of THIS AGREEMENT that is or has been kept, used or disposed of in or on the SALE PROPERTY in a manner and/or in quantities which do not comply with applicable laws and regulations pertaining to said materials or substances. Further, SELLER and PURCHASER agree that they will not use, generate, store or dispose, or permit the use, generation, storage or disposal, of any hazardous materials as hereinabove described over, in, on, under or upon the SALE PROPERTY at any time prior to the CLOSING.

9. **Tests.** Not later than five (5) days after execution of THIS AGREEMENT, SELLER agrees to provide to PURCHASER all soil tests, engineering reports, wetland

studies and other similar drawings and technical information relating to the SALE PROPERTY that SELLER has in his, her or its possession, at no additional cost to PURCHASER.

**10. Conditions Precedent.** The obligation of PURCHASER to consummate the transactions contemplated herein is expressly subject to satisfaction as determined by PURCHASER, in its absolute discretion, of the conditions listed below.

a) **Title.** THIS AGREEMENT is contingent upon condition of title to the SALE PROPERTY being established in accordance with THIS AGREEMENT, subject only to exceptions waived or agreed to by PURCHASER.

b) **Warranties.** THIS AGREEMENT is contingent upon all warranties and representations of SELLER hereunder being true and correct in all material respects as of the date hereof and as of the CLOSING date.

**11. Closing Costs and Apportionments.**

a) **Real Estate Taxes.** All consolidated real estate taxes that become delinquent in the calendar year in which the CLOSING takes place shall be treated as though all are current taxes, and such current taxes shall be prorated between PURCHASER and SELLER as of the date of the CLOSING on the basis of a 365-day calendar year. All prior years' taxes, interest and other charges related thereto, if any, shall be paid by SELLER.

b) **Greenbelt recapture.** PURCHASER shall indemnify and hold SELLER harmless from and against any greenbelt property tax recapture resulting from PURCHASER'S purchase of the SALE PROPERTY.

c) **Special Assessments.** SELLER agrees that it shall pay and/or be responsible for all special assessments, preliminary or final, including any deficiency assessments or any such assessments deferred for any reason, including agricultural deferrals, which affect the SALE PROPERTY as of the date of the CLOSING, with all such payments being made at the time of the CLOSING, or by way of escrow or bond as determined by PURCHASER which would allow for payment at the time of final assessment. In the event that special assessments



for installation of public improvements have not been levied as of the CLOSING, there shall be escrowed from the CLOSING an amount equal to the estimated amount of such special assessments. In the event the actual special assessments are greater than the estimates, SELLER shall be responsible for the difference; and, in the event that the estimated special assessments are more than the actual assessments, the balance shall be returned to SELLER.

d) **Recording Fees.** PURCHASER shall be responsible for payment of recording fees for the deed of conveyance.

e) **Title Insurance.** PURCHASER shall pay the premium for the title insurance required by THIS AGREEMENT, shall be solely responsible for any premiums for endorsements requested by PURCHASER, and PURCHASER shall pay the fee charged by the CLOSING company or agent selected by PURCHASER to assist with the CLOSING.

12. **Other Documents.** SELLER agrees to execute and deliver at the CLOSING such other documents and assurances on forms as may be reasonably required by PURCHASER to affirm the title of the SALE PROPERTY, and to verify, to PURCHASER'S satisfaction, the conditions of THIS AGREEMENT, including, without limitation, an affidavit of possession, a lien and special assessment affidavit and indemnity, and a full warranty deed.

13. **Payment in full.** The PURCHASE PRICE shall constitute payment in full for the SALE PROPERTY and for any and all damages and diminishment in the value of SELLER'S remainder or other severance damages that may be sustained by SELLER by reason of any severance of the SALE PROPERTY from other property of SELLER.

14. **Waiver.** SELLER waives compliance by PURCHASER with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use, Neb. Rev. Stat. § 25-2501, *et seq.*

15. **Broker and Attorney Fees.** SELLER and PURCHASER each represent to the other that they have not engaged a real estate agent or broker in this transaction. Any party engaging such an agent or broker agrees to indemnify and hold the other

party harmless from and against any such fees or commissions due to such agent or broker, including reasonable attorney fees and court costs, should any such expense arise in this transaction. Either party engaging an attorney in connection with this transaction agrees to indemnify and hold the other party harmless from and against the fees for the services of such attorney or any court costs or other expenses incurred in connection therewith.

**16. Remedies of the Parties.** If either PURCHASER or SELLER defaults in the performance of any provision of THIS AGREEMENT, the other party shall be entitled to any and all remedies available at law or in equity.

**17. Prior Agreements.** THIS AGREEMENT evidences the entire agreement of the parties regarding the SALE PROPERTY, replaces any and all prior written or oral representations, offers, letters of intent or agreements made by the parties, and shall be binding upon the parties hereto, their successors and assigns. THIS AGREEMENT may not be changed or altered in any way, except by a written instrument signed by both parties; provided, however, PURCHASER shall have the right to assign THIS AGREEMENT to another governmental entity. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in such a written instrument.

**18. Survival of Warranties.** Any warranties, covenants and representations herein made shall survive the execution of THIS AGREEMENT and any other documents, including the Warranty Deed given by SELLER to PURCHASER to consummate this transaction, and THIS AGREEMENT shall not be merged into any such documents.

**19. Construction.** THIS AGREEMENT shall be construed in accordance with the laws of the State of Nebraska. Wherever possible, each provision of THIS AGREEMENT shall be interpreted in such manner as to be effective and valid. If any provision of THIS AGREEMENT shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of THIS AGREEMENT. Time is of the essence of THIS AGREEMENT. The captions contained in THIS

AGREEMENT are for convenience only and are not intended to limit or define the scope or effect of any provision of THIS AGREEMENT.

**20. Authority.** Except as may otherwise be provided in THIS AGREEMENT, whenever pursuant to THIS AGREEMENT the approval of PURCHASER is called for, the authority for any such approval shall be presumed if such approval is granted or endorsed in writing by PURCHASER'S General Manager.

**21. Eminent Domain.** Neither THIS AGREEMENT, nor termination of THIS AGREEMENT by SELLER or PURCHASER pursuant to any provision of THIS AGREEMENT, shall be deemed to estop PURCHASER from instituting an action in eminent domain to acquire the SALE PROPERTY or any portion thereof.

**22. Non-waiver.** No delay or failure by either party to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either party shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

**23. Further Agreements.** Each party will, whenever and as often as the other may reasonably request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments and other instruments and documents as to the PURCHASER may be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided, and will do any and all other acts and execute, acknowledge and deliver any other documents so reasonably requested by PURCHASER in order to carry out the intent and purposes of THIS AGREEMENT.

**24. Effective date.** THIS AGREEMENT shall be effective upon its complete execution by both PURCHASER and SELLER.

**25. Recordation.** At PURCHASER'S election a Notice of Interest may be recorded with the Register of Deeds of Sarpy County, Nebraska.

**26. Notices.** All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of THIS AGREEMENT to be

given to any party, shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed as set forth below, and shall be effective on the date of such deposit or the date of delivery, as the case may be, to-wit:

To SELLER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To PURCHASER:

John Winkler, General Manager  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138

THIS AGREEMENT is executed by **SELLER** on this 11 day of AUGUST, 2014.

By Victor Stepanek  
**VICTOR STEPANEK**

THIS AGREEMENT is executed by **PURCHASER** on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

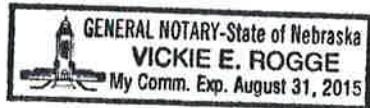
**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**JOHN WINKLER**  
**General Manager**



STATE OF Nebraska )  
 ) ss.  
COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 11 day of August, 2014, by **VICTOR STEPANEK**.

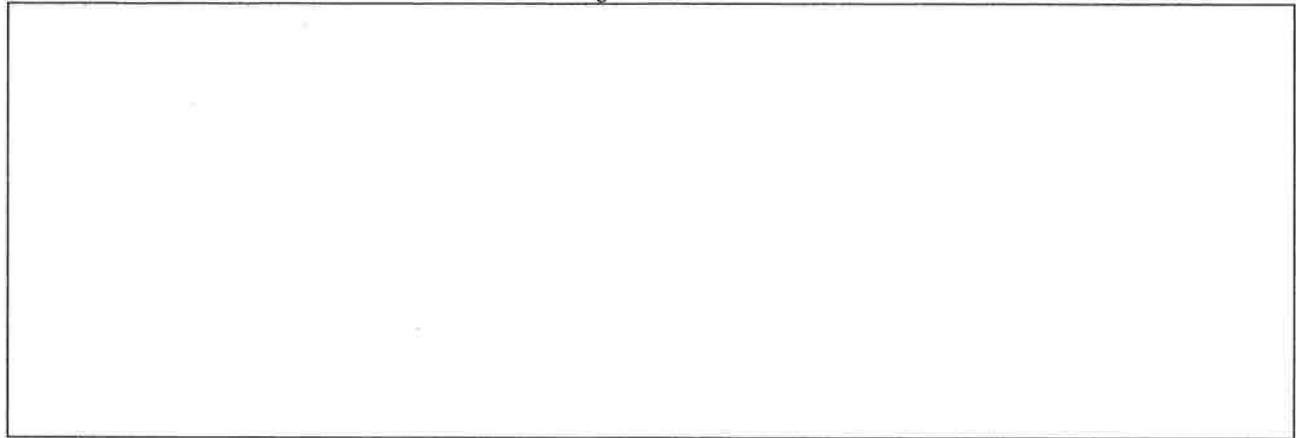


Vickie E. Rogge  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **JOHN WINKLER**, General Manager of the Papio-Missouri River Natural Resources District.

\_\_\_\_\_  
Notary Public



### **WARRANTY DEED**

VICTOR STEPANEK (hereinafter referred to as “the GRANTOR”), in consideration of Sixty Four Thousand Four Hundred Dollars (\$64,400.00) and other good and valuable consideration received from the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as “the GRANTEE”), do hereby convey to the GRANTEE a parcel of land comprising Tax Lot 14B in Section 13, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, such parcel being more particularly described in the legal description attached hereto and incorporated herein by reference as Exhibit “A.”

GRANTOR covenant jointly and severally with GRANTEE that GRANTOR:

- (1) are lawfully seized of such real estate and that it is free from taxes, liens and other encumbrances, except easements and restrictions of record;
- (2) have legal power and lawful authority to convey the same;
- (3) warrant and will defend title to the real estate against the lawful claims of all persons.

**Exhibit “B”**

Dated this 11 day of August, 2014.

Victor Stepanek  
VICTOR STEPANEK

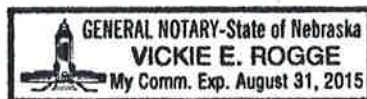
STATE of Nebraska

COUNTY of Sarpy

On this 11 day of August, 2014, before me, a Notary Public in and for said County, personally came the above named VICTOR STEPANEK and acknowledged the execution of the above warranty deed as their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Vickie E. Rogge  
Notary Public



**THOMPSON CREEK LEVEE IMPROVEMENT PROJECT**

**TRACT #3 LEGAL DESCRIPTION**

**April 25, 2014**

---

TAX LOT 14B IN SECTION 13, TOWNSHIP 14 NORTH, RANGE 12, EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DEEDED TO SARPY COUNTY, NEBRASKA, AS SET OUT IN WARRANTY DEED FILED AUGUST 22, 1996 IN INSTRUMENT NO. 96-17053.

Exhibit "A"



## EASEMENTS PURCHASE AGREEMENT

---

THIS PURCHASE AGREEMENT (“**THIS PURCHASE AGREEMENT**”) is made by and between or among: **VICTOR STEPANEK** (hereinafter referred to as “**SELLER**,”), on the one hand, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “**PURCHASER**”) on the other hand. In return for payment by **PURCHASER** to **SELLER** of TWENTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$26,250.00) (hereinafter referred to as the “**PURCHASE PRICE**”), **SELLER** agrees to grant to **PURCHASER** a permanent easement to construct, operate, maintain, repair, replace, and rehabilitate levee and channel improvements and associated works in the form as attached hereto as Exhibit “A” and incorporated herein by reference and a temporary construction easement to construct, operate, maintain, repair, replace, and rehabilitate levee and channel improvements and associated works in the form as attached hereto as Exhibit “B” (“the **EASEMENTS**”) in, on, over, under and across the parcel(s) of land in 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, more particularly described in the legal descriptions attached to Exhibit “A” and Exhibit “B” (“the **EASEMENT AREA**”), a/k/a Thompson Creek Levee Improvement Tract No. 6. In addition, **SELLER** agrees to grant to the City of La Vista (the “**CITY**”) a permanent sewer easement in the form as attached hereto as Exhibit “C” in, on, under, and across the parcel of land described in the legal description attached to Exhibit “C” (the “**SEWER EASEMENT**”). For the purposes of this **PURCHASE AGREEMENT**, the terms **EASEMENTS** and **EASEMENT AREA** includes the **SEWER EASEMENT**.

1. **Payment.** The **PURCHASE PRICE** shall be paid by **PURCHASER** to **SELLER** by **PURCHASER’S** bank draft at the closing of this transaction (“the **CLOSING**”).

2. **The Closing.** The **CLOSING** shall occur at the office of **PURCHASER** at 8901 S. 154<sup>th</sup> Street, Omaha, NE 68138, at 10:00 o’clock, A.M. DST, on \_\_\_\_\_, 2014, or on such other date and/or at such other time or place as

may be agreed upon in writing by PURCHASER and SELLER. At the CLOSING, SELLER shall execute and deliver to PURCHASER the EASEMENTS over the EASEMENT AREA, free and clear of all liens, encumbrances, limitations, covenants, reservations, conditions, restrictions and easements, except as otherwise contemplated by or permitted in accordance with THIS PURCHASE AGREEMENT.

3. **Title Insurance Commitment.** Within ten (10) days after execution of THIS PURCHASE AGREEMENT, SELLER shall deliver to PURCHASER a commitment ("the **COMMITMENT**") from a duly authorized title insurance company for a policy of title insurance to be issued at the CLOSING. The COMMITMENT shall be irrevocable for a period of six (6) months and shall commit the insurer to insure the PURCHASER'S title to the EASEMENTS over the EASEMENT AREA in the condition required herein for the benefit of PURCHASER, and its assigns or nominees, for the amount of the PURCHASE PRICE. The COMMITMENT shall exclude all standard exceptions to coverage shown on its Schedule B.

4. **Objections to Title.** After delivery of the COMMITMENT, PURCHASER may notify SELLER of any conditions disclosed in the COMMITMENT that are objectionable to PURCHASER. Following such notice SELLER shall promptly and diligently undertake such steps as are reasonably necessary to cure, satisfy, or remove such conditions. In the event SELLER shall fail to correct, satisfy or resolve any such condition to the reasonable satisfaction of PURCHASER within thirty (30) days from the date of PURCHASER'S delivery of written objections to SELLER, PURCHASER shall have the right to terminate THIS PURCHASE AGREEMENT.

5. **New Liens or Conditions.** As long as THIS PURCHASE AGREEMENT is in effect SELLER shall not transfer, convey, lease or otherwise dispose of any right, title or interest in the EASEMENT AREA except subject to the terms of THIS PURCHASE AGREEMENT or with written consent of PURCHASER. SELLER further agrees not to consent to or allow any new lien, encumbrance, condition reservation, easement, lease, restriction or covenant against the EASEMENT AREA, other than the lien for current real estate taxes due but not yet delinquent.

6. **Right of Entry.** Prior to the CLOSING, PURCHASER, and its duly authorized agents, shall have the right to enter the EASEMENT AREA in order to make, at PURCHASER'S expense, all surveys, measurements, soil tests, environmental studies and other tests as PURCHASER shall deem necessary. In the event the sale not proceed to CLOSING, PURCHASER agrees to repair any resulting damage to the EASEMENT AREA and to indemnify, hold harmless and defend SELLER from any and all claims by third persons of any nature whatsoever arising from PURCHASER'S exercise of such right of entry hereunder.

7. **Leases and Other Interests.** At the CLOSING, no portion of the EASEMENT AREA will be subject to any agreement, right of first refusal, lease or other undisclosed or unrecorded interest, right or restriction. SELLER certifies that there will have been no labor performed, and no materials furnished to the EASEMENT AREA, by any person or entity, who has not been paid in full, for at least one hundred twenty (120) days prior to the CLOSING. SELLER hereby agrees to indemnify and hold PURCHASER harmless from and against any such claims.

8. **Hazardous Materials.** SELLER represents and warrants that SELLER has not used, generated, stored or disposed of, above, in, on, under or upon the EASEMENT AREA, any "hazardous materials" as hereinafter defined, and that SELLER has no actual or constructive knowledge that there are any hazardous materials above, in, on, under or upon the EASEMENT AREA. The term "hazardous materials" means any material or substance which is listed in the United States Department of Transportation Hazardous Materials' Table (49 CFR 172.101) as of the date of THIS PURCHASE AGREEMENT that is or has been kept, used or disposed of in or on the EASEMENT AREA in a manner and/or in quantities which do not comply with applicable laws and regulations pertaining to said materials or substances. Further, SELLER and PURCHASER agree that they will not use, generate, store or dispose, or permit the use, generation, storage or disposal, of any hazardous materials as hereinabove described over, in, on, under or upon the EASEMENT AREA at any time prior to the CLOSING. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys fees, arising from

the introduction or presence in or on any portion of the EASEMENT AREA of asbestos or any form thereof, or any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any portion of the EASEMENT AREA, including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination in or on any portion of the EASEMENT AREA (except costs and expenses relating to any such substances or materials introduced by PURCHASER or its employees, officers, contractors or agents).

9. **Tests.** Not later than five (5) days after execution of THIS PURCHASE AGREEMENT, SELLER agrees to provide to PURCHASER all soil tests, engineering reports, wetland studies and other similar drawings and technical information relating to the EASEMENT AREA that SELLER has in his, her or its possession, at no additional cost to PURCHASER.

10. **Conditions Precedent.** The obligation of PURCHASER to consummate the transactions contemplated herein is expressly subject to satisfaction as determined by PURCHASER, in its absolute discretion, of the conditions listed below.

a) **Title.** THIS PURCHASE AGREEMENT is contingent upon condition of title to the EASEMENT AREA being established in accordance with THIS PURCHASE AGREEMENT, subject only to exceptions waived or agreed to by PURCHASER.

b) **Warranties.** THIS PURCHASE AGREEMENT is contingent upon all warranties and representations of SELLER hereunder being true and correct in all material respects as of the date hereof and as of the CLOSING date.

11. **Closing Costs and Apportionments.**



a) **Real Estate Taxes.** All consolidated real estate taxes on the EASEMENT AREA that become due, and all prior years' taxes, interest and other charges related thereto, if any, shall be paid by SELLER.

b) **Greenbelt recapture.** PURCHASER shall indemnify and hold SELLER harmless from and against any greenbelt property tax recapture resulting from PURCHASER'S purchase of the EASEMENT.

c) **Special Assessments.** SELLER agrees that it shall pay and/or be responsible for all special assessments, preliminary or final, including any deficiency assessments or such assessments deferred for any reason, including agricultural deferrals, which affect the EASEMENT AREA as of the date of the CLOSING, with all such payments being made at the time of the CLOSING, or by way of escrow or bond as determined by PURCHASER which would allow for payment at the time of final assessment. In the event that special assessments for installation of public improvements have not been levied as of the CLOSING, there shall be escrowed from the CLOSING an amount equal to the estimated amount of such special assessments. In the event the actual special assessments are greater than the estimates, SELLER shall be responsible for the difference; and, in the event that the estimated special assessments are more than the actual assessments, the balance shall be returned to SELLER.

d) **Recording Fees.** PURCHASER shall be responsible for payment of recording fees for the EASEMENT.

e) **Title Insurance.** PURCHASER and SELLER each shall pay one-half of the title insurance required by THIS PURCHASE AGREEMENT (provided that PURCHASER shall be solely responsible for the costs of any endorsement premiums for endorsements requested by PURCHASER) and each shall pay one-half of the fee charged by the CLOSING company or agent selected by PURCHASER to assist with the CLOSING.

12. **Other Documents.** SELLER agrees to execute and deliver at the CLOSING such other documents and assurances on forms as may be reasonably required by PURCHASER to affirm the EASEMENTS and their superiority over other

liens and encumbrances on or affecting the EASEMENT AREA, and to verify to PURCHASER'S satisfaction the conditions of THIS PURCHASE AGREEMENT, including, without limitation, an affidavit of possession, a lien and special assessment affidavit and indemnity.

**13. Payment in full.** The PURCHASE PRICE shall constitute payment in full for the EASEMENTS and for any and all damages and diminishment in the value of SELLER'S remainder or other severance damages that may be sustained by SELLER by reason of the EASEMENTS.

**14. Waiver.** SELLER waives compliance by PURCHASER with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. §§ 25-2501, *et seq.*)

**15. Broker and Attorney Fees.** SELLER and PURCHASER each represent to the other that they have not engaged a real estate agent or broker in this transaction. Any party engaging such an agent or broker agrees to indemnify and hold the other party harmless from and against any such fees or commissions due to such agent or broker, including reasonable attorney fees and court costs, should any such expense arise in this transaction. Either party engaging an attorney in connection with this transaction agrees to indemnify and hold the other party harmless from and against the fees for the services of such attorney or any court costs or other expenses incurred in connection therewith.

**16. Remedies of the Parties.** If either PURCHASER or SELLER defaults in the performance of any provision of THIS PURCHASE AGREEMENT, the other party shall be entitled to any and all remedies available at law or in equity.

**17. Prior Agreements.** THIS PURCHASE AGREEMENT evidences the entire agreement of the parties related to these EASEMENTS and the EASEMENT AREA, replaces any and all prior written or oral representations, offers, letters of intent or agreements made by the parties, and shall be binding upon the parties hereto, their successors and assigns. THIS PURCHASE AGREEMENT may not be changed or altered in any way, except by a written instrument signed by both parties; provided, however, PURCHASER shall have the right to assign THIS PURCHASE AGREEMENT to another

governmental entity. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in such a written instrument.

**18. Survival of Warranties.** Any warranties, covenants and representations herein made shall survive the execution of THIS PURCHASE AGREEMENT and any other documents, including the EASEMENTS given by SELLER to PURCHASER to consummate this transaction, and THIS PURCHASE AGREEMENT shall not be merged into any such documents.

**19. Construction.** THIS PURCHASE AGREEMENT shall be construed in accordance with the laws of the State of Nebraska. Wherever possible, each provision of THIS PURCHASE AGREEMENT shall be interpreted in such manner as to be effective and valid. If any provision of THIS PURCHASE AGREEMENT shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of THIS PURCHASE AGREEMENT. Time is of the essence of THIS PURCHASE AGREEMENT. The captions contained in THIS PURCHASE AGREEMENT are for convenience only and are not intended to limit or define the scope or effect of any provision of THIS PURCHASE AGREEMENT.

**20. Authority.** Except as may otherwise be provided in THIS PURCHASE AGREEMENT, whenever pursuant to THIS PURCHASE AGREEMENT the approval of PURCHASER is called for, the authority for any such approval shall be presumed if such approval is granted or endorsed in writing by PURCHASER'S General Manager.

**21. Eminent Domain.** Neither THIS PURCHASE AGREEMENT, nor termination of THIS PURCHASE AGREEMENT by SELLER or PURCHASER pursuant to any provision of THIS PURCHASE AGREEMENT, shall be deemed to estop PURCHASER from instituting an action in eminent domain to acquire the SALE PROPERTY or any portion thereof.

**22. Non-waiver.** No delay or failure by either party to exercise any right under THIS PURCHASE AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided

herein. A valid waiver by either party shall not be deemed to extend the amount of time available to perform any other act required under THIS PURCHASE AGREEMENT.

**23. Further Agreements.** Each party will, whenever and as often as the other may reasonably request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments and other instruments and documents as may be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided, and will do any and all other acts and execute, acknowledge and deliver any other documents so reasonably requested in order to carry out the intent and purposes of THIS PURCHASE AGREEMENT.

**24. Effective date** THIS PURCHASE AGREEMENT shall be effective upon its complete execution by both PURCHASER and SELLER.

**25. Recordation.** At PURCHASER'S election a Notice of Interest may be recorded with the Register of Deeds of Sarpy County, Nebraska.

**26. Notices.** All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of THIS PURCHASE AGREEMENT to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed as set forth below, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

To SELLER:

Victor Stepanek  
5551 Maass Road  
Papillion NE 68133

To PURCHASER:

John Winkler, General Manager  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138



THIS PURCHASE AGREEMENT is executed by SELLER on this 11 day of August, 2014.

**VICTOR STEPANEK**

Victor Stepanek

THIS PURCHASE AGREEMENT is executed by PURCHASER on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**JOHN WINKLER, General Manager**

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.



Vickie E. Rogge  
Notary Public

STATE OF NEBRASKA                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **JOHN WINKLER**, General Manager of the Purchaser Papio-Missouri River Natural Resources District, for and on behalf of the District.

\_\_\_\_\_  
Notary Public

## **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.

**Exhibit "A"**

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.

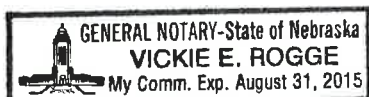
VICTOR STEPANEK, Grantor

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

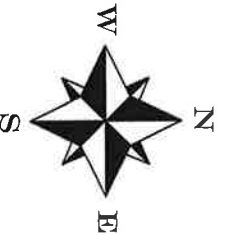
# PERMANENT EASEMENT

## LEGAL DESCRIPTION

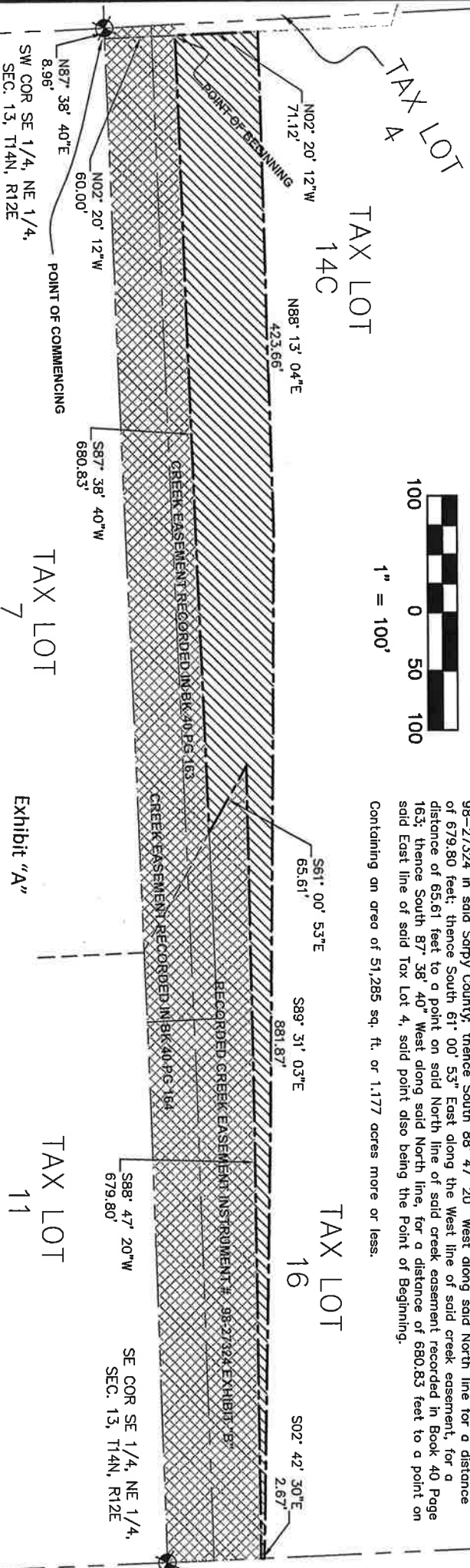
That part of Tax Lot 14C and Tax Lot 16, in the Southeast 1/4, of the Northeast 1/4, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

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.



1" = 100'



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

## TEMPORARY CONSTRUCTION EASEMENT

In consideration of the sum of SEVEN THOUSAND ONE HUNDRED DOLLARS (\$7,100.00) and other 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** and **OMAHA PUBLIC POWER DISTRICT**, a public corporation and political subdivision of the State of Nebraska, (hereinafter collectively referred to as "the District"), and their successors and assigns, the easements hereinafter described, in, over and across

That portion of Tax Lots 14C and 16 in the Southeast Quarter of Northeast Quarter 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 these temporary construction easements, the District and its successors and assigns, shall have full and free right, liberty and authority to enter upon and use the Easement Area for construction of a levee along Thompson Creek, emplacement and replacement of sewer lines, and emplacement and replacement of power transmission lines and poles.

Said temporary construction easements shall commence on the date of commencement of construction and shall continue during the period of construction of the referenced projects by the District and its agents and contractors, but in all events the temporary construction easement shall terminate no later than twenty four (24) months from the date of commencement of construction.

The purpose and scope of the easements herein granted shall be to survey, excavate, construct, reconstruct, replace, emplace, relocate, inspect, repair, grade, enlarge, remove, add to, maintain, use and operate for sewer lines, levee drainage system, and power transmission poles and lines, together with necessary appurtenances thereto or therefor.

In regard to said easements, it is expressly agreed:

1. The date of commencement of construction shall be the date upon which the Districts or their contractors first enters upon the property subject to this temporary construction easement for the purpose of construction.

Exhibit "B"

2. The District, its engineers, contractors and agents, including but not limited to the City of La Vista (the "City"), the City's agents, Omaha Public Power District (OPPD), and OPPD's agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.
3. The District shall replace or shall pay Grantors or their assigns, the cost of replacing any fences moved or damaged by the District, its engineers, contractors or agents, in pursuance of the purposes and scope of this easement. Claims for any uncorrected damage shall be filed with the District within three months after termination of the construction work or other activity causing such damage.
4. Grantor agrees not to allow any buildings or structures to remain or to be placed upon the Easement Area. The District shall in no event be responsible for the replacement, restoration or reconstruction of improvements now or hereafter situated upon the easement, except for fences as provided in paragraph 2 hereof.
5. Grantor warrants and agrees that Grantor has lawful possession of said real estate, good, right and lawful authority to make the conveyance herein and that Grantor and his heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this grant of easement.

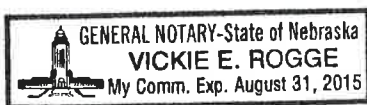
Executed by Grantor on this 11 day of August, 2014. VICTOR STEPANEK, Grantor

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



# TEMPORARY 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 131.12 feet to the Point of Beginning; thence continuing North 02° 20' 12" West along said East line, for a distance of 100.00 feet thence North 88° 13' 04" East, for a distance of 426.60 feet; thence South 89° 31' 03" East, for a distance of 878.27 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 100.16 feet; thence North 89° 31' 03" West, for a distance of 881.87 feet; thence South 88° 13' 04" West, for a distance of 423.66 feet, to a point on the said East line of said Tax Lot 4, said point also being the Point of Beginning;

Containing an area of 130,519 sq. ft. or 2.996 acres more or less.

S89° 31' 03"E  
878.27'

878.27'

N88° 13' 04"E  
426.60'

426.60'

N02° 20' 12"W  
100.00'

100.00'

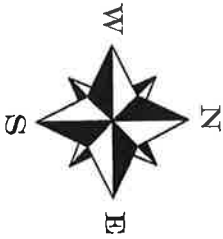
S88° 13' 04"W  
423.66'

POINT OF BEGINNING

N02° 20' 12"W  
131.12'

N87° 38' 40"E  
8.96'

POINT OF COMMENCING  
SW COR SE 1/4, NE 1/4,  
SEC 13, T14N, R12E



1" = 100'

TAX LOT  
7

Exhibit "A"

TAX LOT  
11

SE COR SE 1/4, NE 1/4,  
SEC 13, T14N, R12E



**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES  
DISTRICT**  
8901 S. 154TH STREET  
OMAHA NE, 68138-3621  
OFFICE: 402-444-6222  
FAX: 402-695-6543  
www.papionrd.org

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

PROJECT: THOMPSON CREEK  
DATE: 3-22-2014  
DRAWN BY: SIMM  
SCALE: 1" = 100'  
SHEET 1 OF 1



## **PERMANENT SEWER EASEMENT**

FOR AND IN CONSIDERATION of the payment of the sum of ONE DOLLAR (\$1.00) 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 **CITY OF LA VISTA** (hereinafter referred to as "the City"), and its successors and assigns, the permanent easements hereinafter described, over, under, upon 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 permanent easement, the City and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to use sewer pipes now existing or hereafter constructed by the City, its successors or assigns, and to survey, excavate, construct, reconstruct, replace, relocate, inspect, repair, clean out, enlarge, remove, add to, maintain, use and operate sanitary sewer lines, together with necessary appurtenances thereto or therefor, all subject to the following:

1. The City, its engineers, contractors, and agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. Grantor agrees not to allow any buildings or structures to remain or to be placed upon the Easement Area except fences and roadways. The City shall in no event be responsible for the replacement, restoration, or reconstruction of improvements now or hereafter situated upon the Easement Area.
3. The City shall at all times have the responsibility to construct, maintain, and repair the sewer to be constructed within the Easement Area.

**Exhibit "C"**

4. These Easements shall not be construed to pass to the City any fee simple interest or title to the Easement Area.
5. 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.*),
6. 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 City's title to these easements against the lawful claims and demands of all persons whomsoever.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the City, or by any of its officers, agents or employees, other than as may be recited in this document.
8. 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.

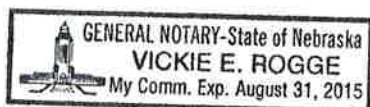
VICTOR STEPANEK, Grantor

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

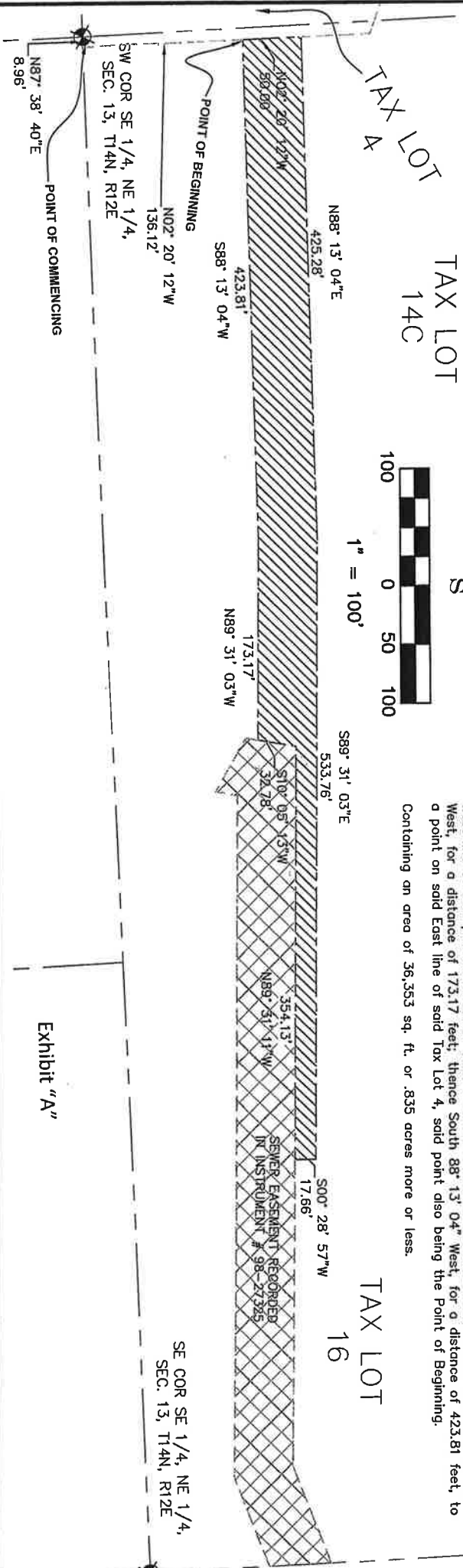
# PERMANENT EASEMENT

## 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, thence North 02° 20' 12" West along the East line of said Tax Lot 4, for a distance of 136.12 feet to the Point of Beginning; thence continuing North 02° 20' 12" West along said East line for a distance of 50.00 feet; thence North 88° 13' 04" East, for a distance of 425.28 feet; thence South 89° 31' 03" East, for a distance of 533.76 feet; thence South 00° 28' 57" West, for a distance of 17.66 feet to a point on the North line of a permanent sewer easement recorded in Instrument number 98-27325 in said Sarpy County, thence North 89° 31' 11" West along said North line for a distance of 354.13 feet, to a point at the Northwest corner of said permanent sewer easement; thence South 10° 05' 13" West along the West line of said permanent sewer easement, for a distance of 32.78 feet; thence North 89° 31' 03" West, for a distance of 173.17 feet; thence South 88° 13' 04" West, for a distance of 423.81 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 36,353 sq. ft. or .835 acres more or less.



**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

8901 S. 154TH STREET  
OMAHA NE 68138-3621  
OFFICE: 402-444-6222  
FAX: 402-895-6543  
www.papionrd.org

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

PROJECT:	THOMPSON CREEK
DATE:	4/24/2014
DRAWN BY:	SNM
SCALE:	1" = 100'
SHEET:	1 OF 1