

10/00 3571

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION ACCEPTING THE DEDICATION OF RIGHT OF WAY AND**  
**APPROVING TEMPORARY EASEMENTS FOR 126<sup>TH</sup> STREET**

WHEREAS, pursuant to Neb. Rev. Stat. §39-1701 to 1702 (Reissue 2008), the County Board of Commissioners, may, when necessary for the safety or convenience of the traveling public, acquire interests in property, by gift or otherwise, deemed to be necessary for present or future county road purposes; and,

WHEREAS, the improvement of 126<sup>th</sup> Street immediately north of Nebraska State Highway 370 requires additional permanent right-of-way and temporary grading easements; and,

WHEREAS, the owners of the adjacent property have agreed to provide right-of-way and grading easements, the cost of which will be reimbursed by Sanitary and Improvement District No. 290 of Sarpy County, Nebraska; and,

WHEREAS, it is the judgment of this Board that it is necessary for the safety or convenience of the traveling public that said right-of-way be acquired by Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the County approve the Temporary Grading Easements, copies of which are attached hereto.

BE IT FURTHER RESOLVED that the County hereby accepts the permanent right-of-way as shown on the attached Quitclaim Deed.

BE IT FURTHER RESOLVED THAT the Chair and Clerk are authorized to take such action as may be necessary to consummate said transactions.

DATED this 26<sup>th</sup> day of January, 2010.

Moved by Rich Jansen, seconded by Rusty Huke, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

[Signature]

[Signature]

[Signature]

ABSTAIN:

none

ATTEST:

[Signature]  
County Clerk



Approved as to form:

[Signature]  
Deputy County Attorney

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2010-03927

02/12/2010 3:35:09 PM

*Lloyd J. Douding*

REGISTER OF DEEDS

COUNTER ah C.E. ah  
VERIFY ah D.E. ah  
PROOF LM  
FEES \$ 50.50  
CHECK# 0079  
CHG CASH  
REFUND CREDIT  
SHORT NONE



TEMPORARY GRADING EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE RICHARD EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO; RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE JOANNE EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; RICHARD G. EURICH; JOANNE EURICH; HAROLD H. EURICH AND GWENDOLYN L. EURICH**, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Twenty-Four Thousand Five Hundred and No/100 Dollars (\$24,500.00) paid to GRANTOR at the time of GRANTOR'S execution of this Temporary Grading Easement, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as SID, and the **COUNTY OF SARPY**, a Nebraska political subdivision, hereinafter referred to as COUNTY, and to its successor and assigns, an easement for the right to enter upon and use for working space for grading purposes, and appurtenances thereto, the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO  
TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary grading easement not to exceed one hundred eighty (180) calendar days from the date construction begins or December 31, 2010, whichever date should first occur.
2. That said easement is granted upon the condition that the SID or COUNTY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees, gardens and lawns within the easement area as necessary for construction with the following exceptions: backyard fence.
3. That the SID or COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the SID or COUNTY in any of said construction work.

*RJR*

After recording, return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

A

4. That the SID or COUNTY shall upon the conclusion of all construction for the purposes of this easement cause to be removed from the above-described property all debris, surplus material and construction equipment and leave the premises in a neat and presentable condition. In addition, the SID and the COUNTY each acknowledge that it will remove any excess silt that builds up in existing waterways located on the Easement Area and areas immediately adjacent and reseed such areas, all as determined in the reasonable discretion of GRANTOR consistent with usual and customary storm water management and engineering practices.

5. That said GRANTOR for GRANTOR and GRANTOR's successors and assigns, does confirm with the SID and COUNTY and their assigns, including public utility companies and their assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and GRANTOR's successors and assigns, shall warrant and defend this temporary easement to the SID and COUNTY and their assigns including public utility companies and their assigns against the lawful claims and demands of all persons.

6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Roadway Easement, as applicable, between the GRANTOR and the SID and COUNTY or their agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the SID or COUNTY or their agents or employees, except as are set forth herein.

7. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

Richard G. Eurich IN WITNESS WHEREOF said GRANTOR has hereunto set GRANTOR's hand this 10<sup>th</sup> day of February, 2010.

RICHARD EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO

By: Richard G. Eurich, Trustee  
Richard G. Eurich, Trustee

By: JoAnne Eurich, Trustee  
JoAnne Eurich, Trustee

JOANNE EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO

By: Richard G. Eurich, Trustee  
Richard G. Eurich, Trustee

By: JoAnne Eurich, Trustee  
JoAnne Eurich, Trustee

Richard G. Eurich  
RICHARD G. EURICH

Joanne Eurich  
JOANNE EURICH

HAROLD H. EURICH TRUST AGREEMENT OF  
1999, DATED FEBRUARY 25, 1999, AND ANY  
AMENDMENTS THERETO

By: Harold H. Eurich, Trustee  
Harold H. Eurich, Trustee

By: Gwendolyn L. Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

GWENDOLYN L. EURICH TRUST AGREEMENT  
OF 1999, DATED FEBRUARY 25, 1999, AND  
ANY AMENDMENTS THERETO

By: Harold H. Eurich, Trustee  
Harold H. Eurich, Trustee

By: Gwendolyn L. Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

Harold H. Eurich  
HAROLD H. EURICH

Gwendolyn L. Eurich  
GWENDOLYN L. EURICH

C

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10th day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE JOANNE EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

My commission expires  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10th day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came RICHARD G. EURICH and JOANNE EURICH, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

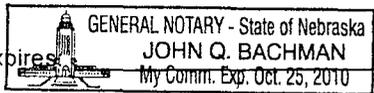
My commission expires  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

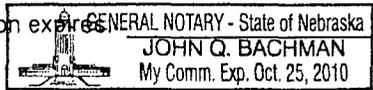
My commission expires \_\_\_\_\_  


STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

My commission expires \_\_\_\_\_  


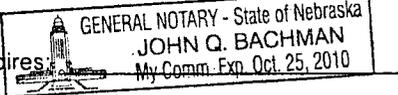
E

STATE OF NEBRASKA )  
 )  
COUNTY OF Douglas ) ss.:

On this 10th day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

My commission expires:  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

F

SANITARY AND IMPROVEMENT DISTRICT NO. 290  
OF SARPY COUNTY, NEBRASKA, a Nebraska  
political subdivision

By: *Gerald L. Torczon*  
Gerald L. Torczon, Chairman

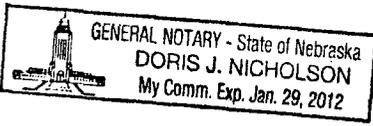
ATTEST:

*Roger W. Langpaul*  
Roger W. Langpaul, Clerk

STATE OF NEBRASKA        )  
  ) ss.:  
COUNTY OF DOUGLAS     )

On this 10 day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came GERALD L. TORCZON, Chairman, and ROGER W. LANGPAUL, Clerk of SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as Chairman and Clerk, respectively, of said Sanitary and Improvement District.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.



*Doris J. Nicholson*  
Notary Public

My commission expires: Jan. 29, 2012

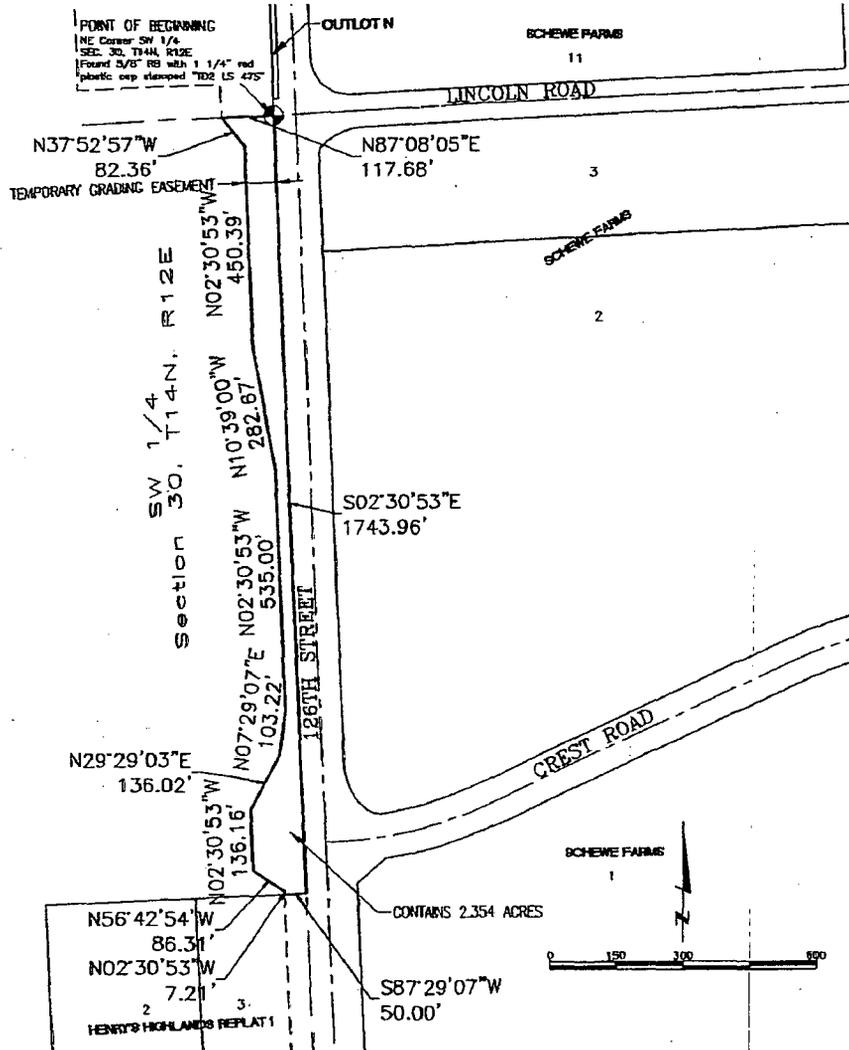


EXHIBIT "A"

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A temporary grading easement over that part of the Southwest Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: EAM  
checked by: MRT  
job number: 10109050.01-00  
date: 10-30-09  
book: page:  
file name: 09050E103.dwg

**Legal Description**

A temporary grading easement over that part of the Southwest Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS TD2 LS 475, at the northeast corner of the Southwest Quarter of said Section 30;

Thence South 02°30'53" East (bearing referenced to Nebraska State Plane NAD83-2008) for 1743.96 feet along the east line of the Southwest Quarter of said Section 30 to the north line of Lot 3, HENRY'S HIGHLANDS REPLAT 1, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence South 87°29'07" West for 50.00 feet along said north line;

Thence North 02°30'53" West for 7.21 feet;

Thence North 56°42'54" West for 86.31 feet;

Thence North 02°30'53" West for 136.16 feet;

Thence North 29°29'03" East for 136.02 feet;

Thence North 07°29'07" East for 103.22 feet;

Thence North 02°30'53" West for 535.00 feet;

Thence North 10°39'00" West for 282.67 feet;

Thence North 02°30'53" West for 450.39 feet;

Thence North 37°52'57" West for 82.36 feet to the north line of the Southwest Quarter of said

Section 30;

Thence North 87°08'05" East for 117.68 feet to the Point of Beginning.

Contains 2.354 acres.

November 2, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

L:\ENG\10109050\Survey\Text\TempGradingEasement.docx

Part of, SW 1/4 Section 30-14-12

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2010-03926

02/12/2010 3:35:08 PM

*Clay J. Dowling*

REGISTER OF DEEDS



GRANTOR	<i>ah</i>	C.E.	<i>ah</i>
VEE	<i>ah</i>	D.F.	<i>ah</i>
FILED	<i>LM</i>		
FEES	<i>35.50</i>		
CLASS	<i>Ord 79</i>		
CASH			
CREDIT			
NO.			

**TEMPORARY GRADING EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, **HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH AND GWENDOLYN L. EURICH**, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Eight Thousand Five Hundred Twenty-Five and No/100 Dollars (\$8,525.00) paid to GRANTOR at the time of GRANTOR'S execution of this Temporary Grading Easement, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as SID, and the **COUNTY OF SARPY**, a Nebraska political subdivision, hereinafter referred to as COUNTY, and to its successor and assigns, an easement for the right to enter upon and use for working space for grading purposes, and appurtenances thereto, the parcel of land described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO  
TEMPORARY GRADING EASEMENT LEGAL DESCRIPTION**

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary grading easement not to exceed one hundred eighty (180) calendar days from the date construction begins or December 31, 2010, whichever date should first occur.
2. That said easement is granted upon the condition that the SID or COUNTY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees, gardens and lawns within the easement area as necessary for construction with the following exceptions: backyard fence.
3. That the SID or COUNTY shall cause to be planted twenty-two (22) six to seven foot (6'-7') Vanderwolf Pine trees on the property in a location to be determined by the GRANTOR, in the GRANTOR's sole discretion, no later than October 15, 2010.

*RLP*

After recording, return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

4. That the SID or COUNTY shall upon the conclusion of all construction for the purposes of this easement cause to be removed from the above-described property all debris, surplus material and construction equipment and leave the premises in a neat and presentable condition. In addition, the SID and the COUNTY each acknowledge that it will remove any excess silt that builds up in existing waterways located on the Easement Area and areas immediately adjacent and reseed such areas, all as determined in the reasonable discretion of GRANTOR consistent with usual and customary storm water management and engineering practices.

5. That the SID or COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the SID or COUNTY in any of said construction work.

6. That said GRANTOR for GRANTOR and GRANTOR's successors and assigns, does confirm with the SID and COUNTY and their assigns, including public utility companies and their assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and GRANTOR's successors and assigns, shall warrant and defend this temporary easement to the SID and COUNTY and their assigns including public utility companies and their assigns against the lawful claims and demands of all persons.

7. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Roadway Easement, as applicable, between the GRANTOR and the SID and COUNTY or their agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the SID or COUNTY or their agents or employees, except as are set forth herein.

8. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has hereunto set GRANTOR's hand this 10<sup>th</sup> day of February, 2010.

HAROLD H. EURICH TRUST AGREEMENT OF  
1999, DATED FEBRUARY 25, 1999, AND ANY  
AMENDMENTS THERETO

By: Harold H. Eurich, Trustee  
Harold H. Eurich, Trustee

By: Gwendolyn L. Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

GWENDOLYN L. EURICH TRUST AGREEMENT  
OF 1999, DATED FEBRUARY 25, 1999, AND  
ANY AMENDMENTS THERETO

By: Harold H. Eurich, Trustee  
Harold H. Eurich, Trustee

By: Gwendolyn L. Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

Harold H. Eurich  
HAROLD H. EURICH

Gwendolyn L. Eurich  
GWENDOLYN L. EURICH

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.:

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

My commission expires  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

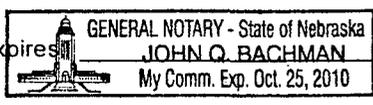
C

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

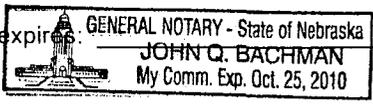
My commission expires  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came HAROLD H. EURICH and GWENDOLYN L. EURICH, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

John Q. Bachman  
Notary Public

My commission expires  GENERAL NOTARY - State of Nebraska  
JOHN Q. BACHMAN  
My Comm. Exp. Oct. 25, 2010

D

SANITARY AND IMPROVEMENT DISTRICT NO. 290  
OF SARPY COUNTY, NEBRASKA, a Nebraska  
political subdivision

By: *Gerald L. Torczon*  
Gerald L. Torczon, Chairman

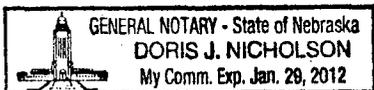
ATTEST:

*Roger W. Langpaul*  
Roger W. Langpaul, Clerk

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF DOUGLAS        )

On this 10 day of February, 2010, before me, the undersigned, a Notary Public in and for said County, personally came GERALD L. TORCZON, Chairman, and ROGER W. LANGPAUL, Clerk of SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as Chairman and Clerk, respectively, of said Sanitary and Improvement District.

WITNESS my hand and Notarial Seal at 11205 S 150 St. in said County the day and year last above written.



*Doris J. Nicholson*  
Notary Public

My commission expires: Jan 29, 2012

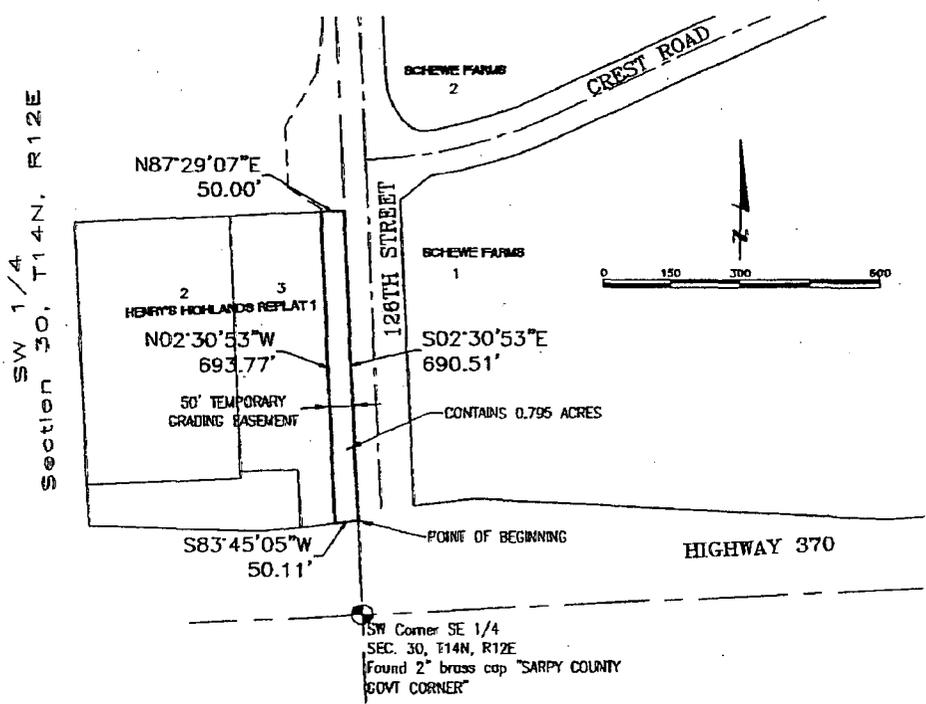


EXHIBIT "A"

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A temporary grading easement over the east fifty feet (50.00') of Lot 3, HENRY'S HIGHLANDS REPLAT 1 a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:  
 Beginning at the southeast corner of said Lot 3;  
 Thence South 83°45'05" West (bearing referenced to Nebraska State Plane NAD83-2008) for 50.11 feet along the south line of said Lot 3;  
 Thence North 02°30'53" West for 693.77 feet parallel with and fifty feet (50.00') west of the east line of said Lot 3, to the north line thereof;  
 Thence North 87°29'07" East for 50.00 feet to the northeast corner of said Lot 3;  
 Thence South 02°30'53" East for 690.51 feet to the Point of Beginning.  
 Contains 0.795 acres.



**Lamp, Rynearson & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM  
 (Ph) 402.496.2498  
 (Fax) 402.496.2730

drawn by: EAM  
 designer: MRT  
 job number: tasker 0109050.01-00  
 date: 10-30-09  
 book: page:  
 file name: 09050E102.dwg

QUITCLAIM DEED

The undersigned, *RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE RICHARD EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO; RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE JOANNE EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO; RICHARD G. EURICH; JOANNE EURICH; HAROLD H. EURICH; AND GWENDOLYN L. EURICH* (collectively "Grantor"), in consideration of *Seven Thousand Two Hundred Eighty and No/100 Dollars (\$7,280.00)*, received from Grantees, *SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA*, a Nebraska political subdivision, and *COUNTY OF SARPY*, a Nebraska political subdivision, quitclaims to Grantees, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

The real estate located in Sarpy County, Nebraska, and legally described on Exhibits "A" and "B" attached hereto.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009.

RICHARD EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO

By: \_\_\_\_\_  
Richard G. Eurich, Trustee

By: \_\_\_\_\_  
JoAnne Eurich, Trustee

After recording, return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

JOANNE EURICH TRUST AGREEMENT DATED  
JULY 25, 1995, AND ANY AMENDMENTS THERETO

By: \_\_\_\_\_  
Richard G. Eurich, Trustee

By: \_\_\_\_\_  
JoAnne Eurich, Trustee

\_\_\_\_\_  
RICHARD G. EURICH

\_\_\_\_\_  
JOANNE EURICH

HAROLD H. EURICH TRUST AGREEMENT  
OF 1999, DATED FEBRUARY 25, 1999, AND  
ANY AMENDMENTS THERETO

By: \_\_\_\_\_  
Harold H. Eurich, Trustee

By: \_\_\_\_\_  
Gwendolyn L. Eurich, Trustee

GWENDOLYN L. EURICH TRUST AGREEMENT  
OF 1999, DATED FEBRUARY 25, 1999, AND  
ANY AMENDMENTS THERETO

By: \_\_\_\_\_  
Harold H. Eurich, Trustee

By: \_\_\_\_\_  
Gwendolyn L. Eurich, Trustee

\_\_\_\_\_  
HAROLD H. EURICH

\_\_\_\_\_  
GWENDOLYN L. EURICH

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE RICHARD EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by RICHARD G. EURICH and JOANNE EURICH, TRUSTEES OF THE JOANNE EURICH TRUST AGREEMENT DATED JULY 25, 1995, AND ANY AMENDMENTS THERETO.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by RICHARD G. EURICH and JOANNE EURICH.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE HAROLD H. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by HAROLD H. EURICH and GWENDOLYN L. EURICH, TRUSTEES OF THE GWENDOLYN L. EURICH TRUST AGREEMENT OF 1999, DATED FEBRUARY 25, 1999, AND ANY AMENDMENTS THERETO.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by HAROLD H. EURICH and GWENDOLYN L. EURICH.

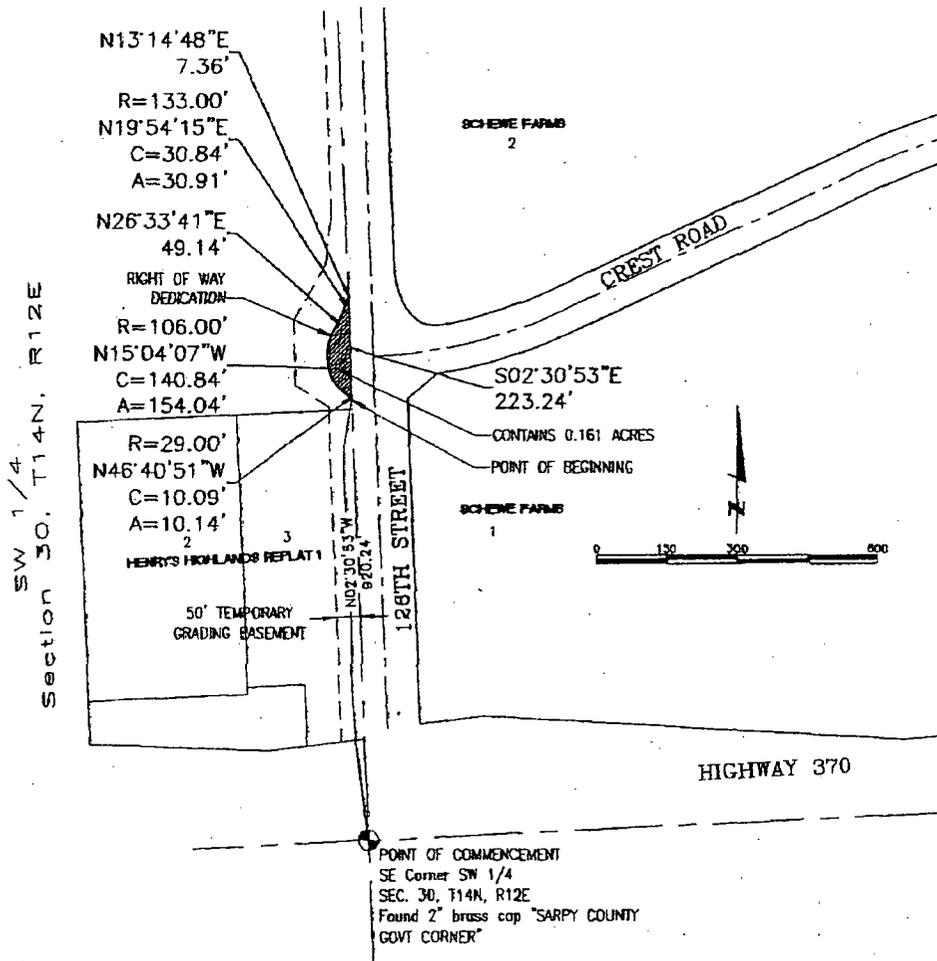
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

# RIGHT OF WAY EXHIBIT

## LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



 Lamp, Ryncarson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: EAM  
checked by: MRT  
job number-task: 0109050.01-003  
date: 11-2-09  
book: \_\_\_\_\_ page: \_\_\_\_\_  
file name: 09050E105.dwg

### Legal Description

That part of the Southwest Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at a 2" county brass cap stamped "SARPY COUNTY GOVT CORNER" at the southeast corner of the Southwest Quarter of said Section 30;

Thence North 02°30'53" West (bearing referenced to Nebraska State Plane NAD83-2008) for 920.24 feet along the east line of said Southwest Quarter of Section 30 to the TRUE POINT OF BEGINNING;

Thence along a curve to the right (having a radius of 29.00 feet and a long chord bearing North 46°40'51" West for 10.09 feet) for an arc length of 10.14 feet;

Thence along a curve to the right (having a radius of 106.00 feet and a long chord bearing North 15°04'07" West for 140.84 feet) for an arc length of 154.04 feet;

Thence North 36°33'41" East for 49.14 feet;

Thence along a curve to the left (having a radius of 133.00 feet and a long chord bearing North 19°54'15" East for 30.84 feet) for an arc length of 30.91 feet;

Thence North 13°14'48" East for 7.36 feet to the east line of said Southwest Quarter of Section 30;

Thence South 02°30'53" East for 223.24 feet to the Point of Beginning;

Contains 0.161 acres.

EXHIBIT "B"

# RIGHT OF WAY EXHIBIT

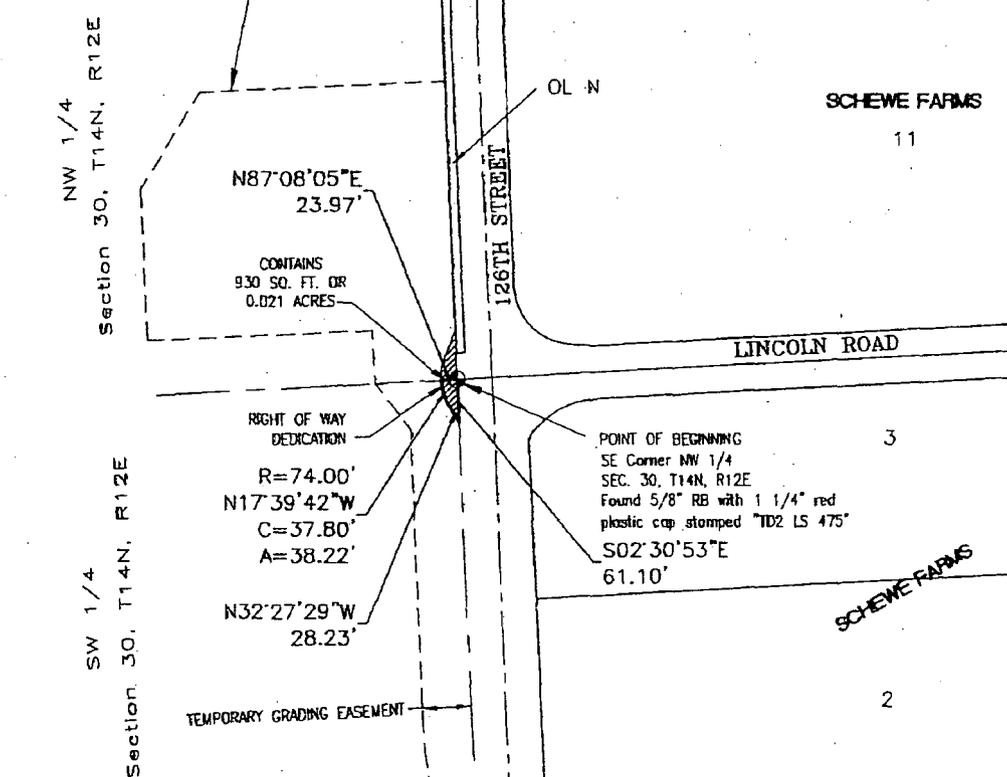
## LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 30, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:  
 Beginning at a to a 5/8" rebar with 1 1/4" yellow plastic cap stamped TD2 LS 475 at the northeast corner of said Southwest Quarter of Section 30;  
 Thence South 02°30'53" East (bearing referenced to Nebraska State Plane NAD83-2008) for 61.10 feet along the east line of the said Southwest Quarter of Section 30;  
 Thence North 32°27'29" West for 28.23 feet;  
 Thence along a curve to the right (having a radius of 74.00 feet and a long chord bearing North 17°39'42" West for 37.80 feet) for an arc length of 38.22 feet to the north line of the said Southwest Quarter of Section 30;  
 Thence North 87°08'05" East for 23.97 feet to the Point of Beginning.  
 Contains 930 square feet, or 0.021 acres.

## LEGEND

 RIGHT OF WAY DEDICATION

TEMPORARY GRADING EASEMENT



Lamp, Ryncarson & Associates, Inc.

14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498  
 (Fax) 402.496.2730

drawn by: EAM  
 designer: MRT  
 job number-task: 0109050.01-003  
 date: 11-3-09  
 book: \_\_\_\_\_ page: \_\_\_\_\_  
 file name: 09050E107.dwg

From: Pansing Hogan Ernst & Bachman LLP- 397-5500

John/Candy W.

Attorney/Secretary

DATE OF REQUEST 02/03/10 Time: 4:25 a.m./p.m.

DEADLINE: 02/04/10 Time: before 10:00 a.m./p.m.

Sarpy County  
Please pick up  
first thing Thursday  
morning.

REQUESTED ACTION:

TO/FROM:

- File attached documents
- Copy
- Deliver
- Pick up
- Return
- Return stamped copy

- Bankruptcy Court
- U.S. District Court
- District Court
- County Court - Civil
- County Court - Probate
- Sarpy County

- County Law Library
- Register of Deeds/County Clerk/  
Treasurer/Planning Dept./P&I
- Omaha City Clerk
- DAD/AIC/KCC/Horgan/Rogers/  
Lanoha/East/Allen/BHI/FNBO
- Court File
- Other

Docket Sheet \_\_\_\_\_  
Docket/Page

Caption

Special Instructions/Comments

Please pick up documents and  
checks from Sarpy County Clerk's Office re Eurich  
Some time before 10:00.

Thanks! SW

Check Attached # \_\_\_\_\_ \$ \_\_\_\_\_

Charge To: 510 290

Picked up by OR Delivery received by \_\_\_\_\_ Date \_\_\_\_\_

File Caption Computer Number

Completed by PHEB Staff

Date