

2011-23458

09/26/2011 1:30:28 PM

*Clay J. Dowling*

REGISTER OF DEEDS



*Stamped Copy*

COUNTER	<u>LMCE/CA</u>
VERIFY	<u>JS + MDEP</u>
PROOF	
FEES \$	<u>24.00</u>
CHECK#	<u>42487</u>
CHG	<u>CASH</u>
REFUND	<u>CREDIT</u>
SHORT	<u>NCR</u>

**PERMANENT STORM SEWER EASEMENT**

THAT HEARTHSTONE HOMES, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 286 OF SARPY COUNTY (hereinafter referred to individually as the "District"), as its interest may appear, and the CITY OF PAPILLION (hereinafter referred to individually as the "City"), as its interest may appear, hereinafter referred to collectively as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a system of storm sewers, drainage swales or other storm water controls for the transmission of storm waters over, under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said storm sewers at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said storm sewers, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. This easement is also for the benefit of any contractor, agent, employec, or representative of the GRANTEE and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the

*R/R Fullenkamp Doyle + Jabeun  
11440 Center Rd  
Omaha NE 68144*

GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 9<sup>th</sup> day of Sept., 20    .

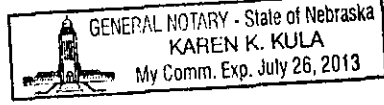
**GRANTOR: HEARTHSTONE HOMES, INC.,**  
a Nebraska corporation,

By: [Signature]  
Its: CLM/mor

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF SARPY     )

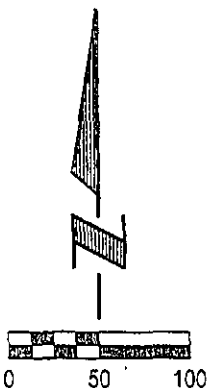
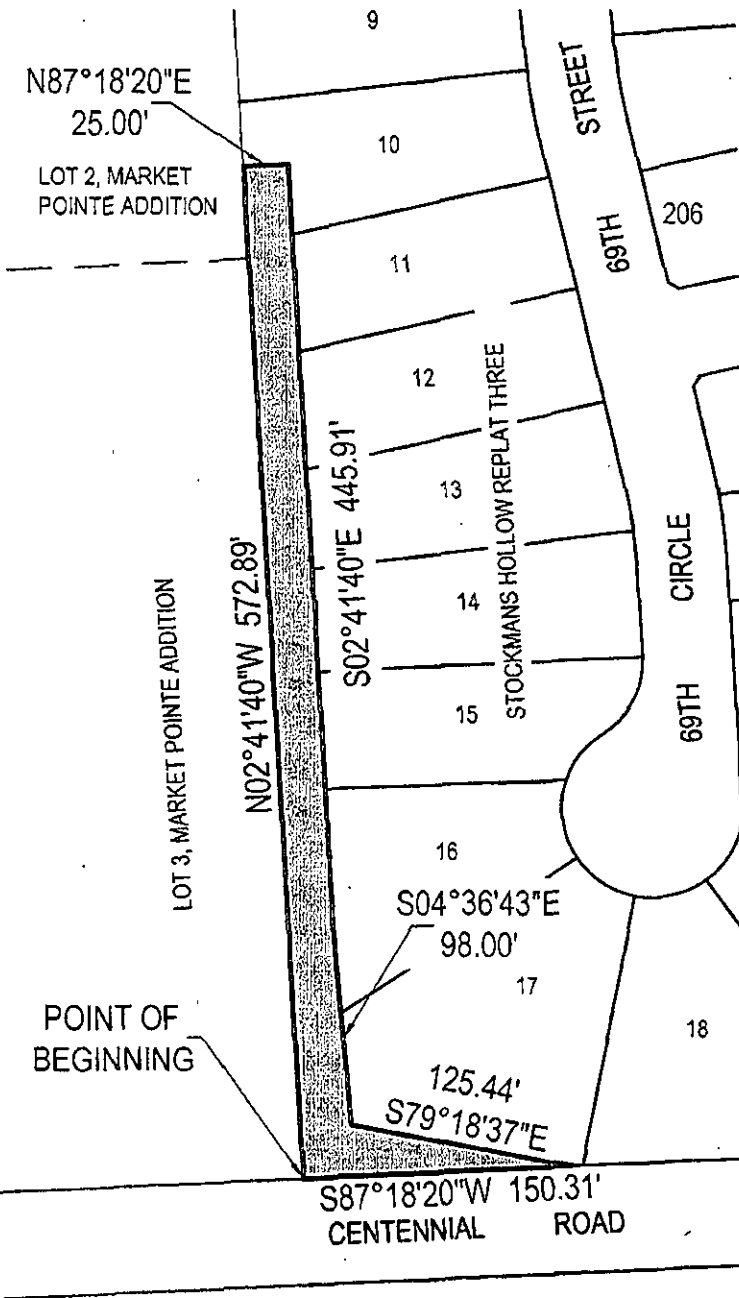
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Sept., 2011 by John J. Smith, Chairman on behalf of HearthStone Homes, Inc., a Nebraska corporation.

Karen K. Kula



Notary Public

# EXHIBIT "A"



Scale: 1" = 100'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
 ENGINEERING • PLANNING • FIELD SERVICES  
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT  
 GRANTED TO S.I.D. 286 AND THE CITY OF PAPILLION  
 LOTS 10 THRU 17, INCLUSIVE,  
 STOCKMANS HOLLOW REPLAT THREE  
 SARPY COUNTY, NEBRASKA

Drawn by: WAC Chkd by: \_\_\_\_\_ Chkd by: \_\_\_\_\_

Job No.: P2006.217.001 Date: 8/01/2011 Sheet No.: 1 OF 2

# EXHIBIT "A"

## LEGAL DESCRIPTION

A PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPIILLION LOCATED IN LOTS 10 THRU 17, INCLUSIVE STOCKMANS HOLLOW REPLAT THREE, A SUBDIVISION LOCATED IN THE EAST 1/2 OF THE NW1/4 OF SECTION 24, TOWNSHIP 14 NORTH RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17, STOCKMANS HOLLOW REPLAT THREE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 3, MARKET POINTE ADDITION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 24, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD; THENCE N02°41'40"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 17, STOCKMANS HOLLOW REPLAT THREE, AND ALSO THE WESTERLY LINE OF SAID LOTS 16 THRU 10, INCLUSIVE, STOCKMANS HOLLOW REPLAT THREE, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 3, MARKET POINTE ADDITION, AND THE EASTERLY LINE OF LOT 2, SAID MARKET POINTE ADDITION, A DISTANCE OF 572.89 FEET; THENCE N87°18'20"E, A DISTANCE OF 25.00 FEET; THENCE S02°41'40"E, A DISTANCE OF 445.91 FEET; THENCE S04°36'43"E, A DISTANCE OF 98.00 FEET; THENCE S79°18'37"E, A DISTANCE OF 125.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 17, STOCKMANS HOLLOW REPLAT THREE, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD; THENCE S87°18'20"W ALONG SAID SOUTHERLY LINE OF LOT 17, STOCKMANS HOLLOW REPLAT THREE, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD, A DISTANCE OF 150.31 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPIILLION CONTAINS AN AREA OF 16,350

SEE SHEET 1 OF 2 FOR EASEMENT EXHIBIT



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PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT  
GRANTED TO S.I.D. 286 AND THE CITY OF PAPIILLION  
LOTS 10 THRU 17, INCLUSIVE,  
STOCKMANS HOLLOW REPLAT THREE  
SARPY COUNTY, NEBRASKA

Drawn by: WAC Chkd by: \_\_\_\_\_ Chkd by: \_\_\_\_\_

Job No.: P2006.217.001 Date: 8/01/2011 Sheet No.: 2 OF 2