

COUNTER LM C.E. LM
 VERIFY JS+ LM DP
 PROOF _____
 FEES \$ 21.50
 CHECK# 42487
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2011-23456

09/26/2011 1:30:26 PM

Clay J. Dowling

REGISTER OF DEEDS



Stamped Copy

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, employee, 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

RTR Fullenkamp, Doyle + Jbeun
 11440 W 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 9th day of Sept., 20 .

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

By: [Signature]
Its: Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

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

Karen K. Kula
Notary Public

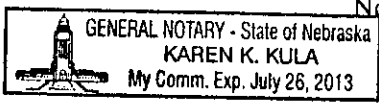
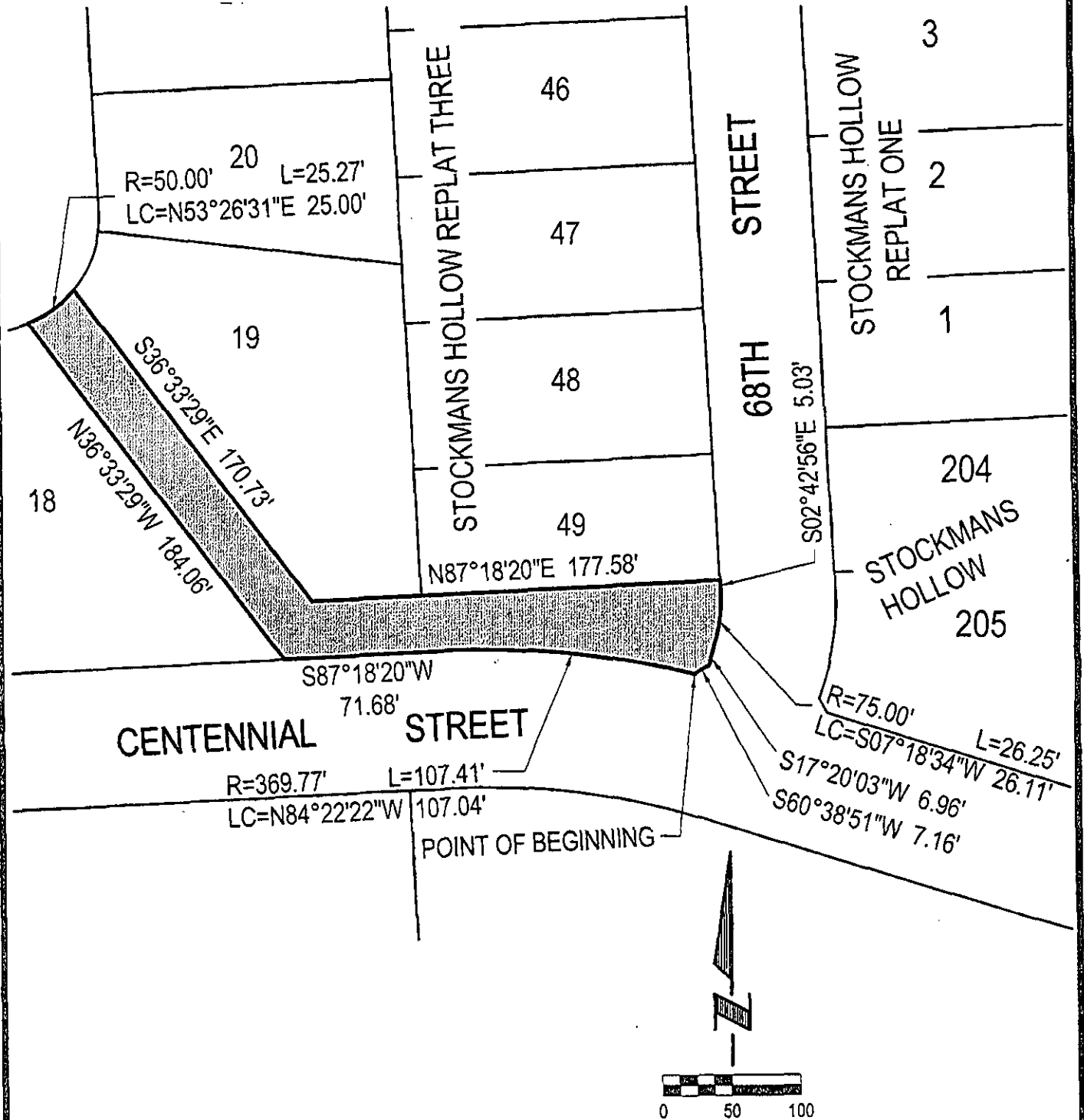


EXHIBIT "A"



See Sheet No.: 2 of 2 for Legal Description

Scale: 1" = 100'

	E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES <small>330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 955-4702</small>	
	Drawn by: WAC	Chkd by: _____
Job No.: P2006.217.001	Date: 6/29/2011	Sheet No.: 1 of 2

PERMANENT SANITARY SEWER, STORM
 SEWER AND DRAINAGE WAY EASEMENT
 LOTS 18, 19 AND 49,
 STOCKMANS HOLLOW REPLAT THREE
 SARPY COUNTY, NEBRASKA

EXHIBIT "A"

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER, STORM SEWER AND DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPILLION LOCATED IN LOTS 18, 19 AND 49, 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 POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD, SAID POINT ALSO BEING THE SOUTH LINE OF SAID LOT 49, STOCKMANS HOLLOW REPLAT THREE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF SAID LOT 49, STOCKMANS HOLLOW REPLAT THREE ON A CURVE TO THE LEFT WITH A RADIUS OF 369.77 FEET, A DISTANCE OF 107.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N84°22'22"W (ASSUMED BEARING), A DISTANCE OF 107.04 FEET; THENCE S87°18'20"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTENNIAL ROAD, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 49, STOCKMANS HOLLOW REPLAT THREE, AND ALSO THE SOUTHERLY LINE OF SAID LOTS 19 AND 18, STOCKMANS HOLLOW REPLAT THREE, A DISTANCE OF 71.68 FEET; THENCE N36°33'29"W, A DISTANCE OF 184.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 69TH CIRCLE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID LOT 18, STOCKMANS HOLLOW REPLAT THREE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 69TH CIRCLE, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 18, STOCKMANS HOLLOW REPLAT THREE ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, A DISTANCE OF 25.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N53°26'31"E, A DISTANCE OF 25.00 FEET; THENCE S36°33'29"E, A DISTANCE OF 170.73 FEET; THENCE N87°18'20"E, A DISTANCE OF 177.58 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 49, STOCKMANS HOLLOW REPLAT THREE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 49, STOCKMANS HOLLOW REPLAT THREE ON THE FOLLOWING DESCRIBED COURSES; THENCE S02°42'56"E, A DISTANCE OF 5.03 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 26.25 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°18'34"W, A DISTANCE OF 6.96 FEET; THENCE S17°20'03"W, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER, STORM SEWER AND DRAINAGEWAY EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPILLION CONTAINS AN AREA OF 9,655 SQUARE FEET OR 0.222 ACRES, MORE OR LESS.

See Sheet No.: 1 of 2 for Easement Exhibit



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

**PERMANENT SANITARY SEWER, STORM
SEWER AND DRAINAGE WAY EASEMENT**
LOTS 18, 19 AND 49,
STOCKMANS HOLLOW REPLAT THREE
SARPY COUNTY, NEBRASKA

Drawn by: WAC Chkd by: _____ Chkd by: _____

Job No.: P2006.217.001 Date: 6/29/2011 Sheet No.: 2 of 2