

COUNTER LM C.E. UM
VERIFY LM + JS D. P
PROOF _____
FEES \$ 24.50
CHECK# 42487
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-23457

09/26/2011 1:30:27 PM

Wayne J. Dowling

REGISTER OF DEEDS



Stamped Copy

[This Space Above Line is for Recording Data]

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HEARTHSTONE HOMES, INC., a Nebraska corporation, (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, 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 PAVILLION (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 maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

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 inspecting, maintaining or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, shall be placed in, on over, or across said easement by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping or road, street or parking area surfacing or pavement. Any such improvements, including 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 inspecting, maintaining, or operating said sanitary sewer.

*RTR Fullenkamp Doyle + Jobeun
11440 W Center Rd
Omaha NE 68144*

3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns.

4. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the 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 will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the 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 set forth herein.

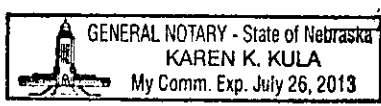
IN WITNESS WHEREOF said Grantor hereunto set its hand this 9th day of Sept., 2011.

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

By: [Signature]
Its: Cynthia

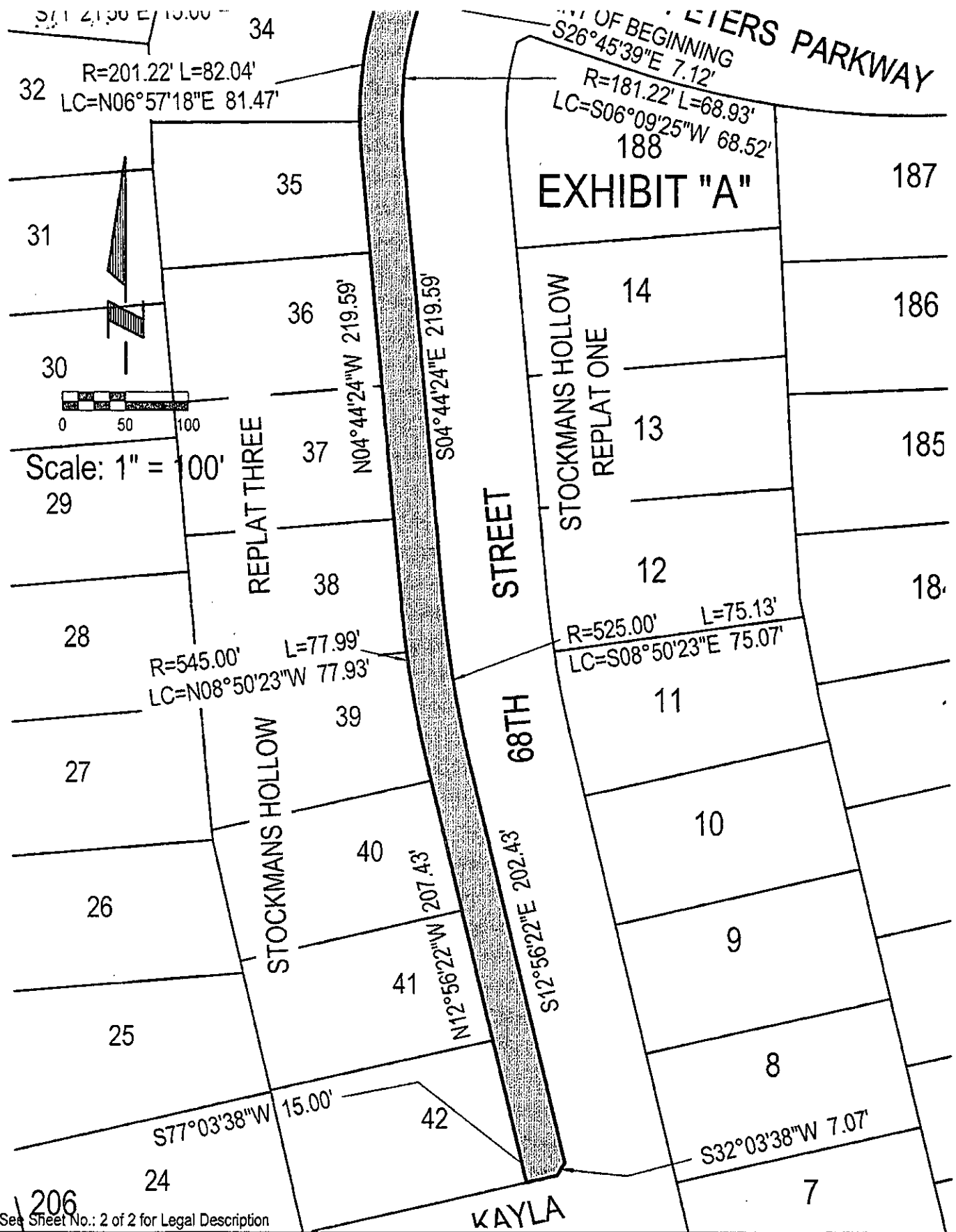
STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

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



[Signature]
Notary Public

B



See Sheet No.: 2 of 2 for Legal Description



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 865-4700

**PERMANENT 20' WIDE SANITARY
 SEWER EASEMENT**
 LOTS 34 THRU 42,
 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.: 1 of 2

EXHIBIT "A"

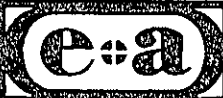
LEGAL DESCRIPTION

A PERMANENT 20 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPILLION LOCATED IN LOTS 34 THRU 42, 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 POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PETERS PARKWAY, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID LOT 34, STOCKMANS HOLLOW REPLAT THREE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOTS 34 THRU 42, INCLUSIVE STOCKMANS HOLLOW REPLAT THREE ON THE FOLLOWING DESCRIBED COURSES; THENCE S26°45'39"E (ASSUMED BEARING), A DISTANCE OF 7.12 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 181.22 FEET, A DISTANCE OF 68.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S06°09'25"W, A DISTANCE OF 68.52 FEET; THENCE S04°44'24"E, A DISTANCE OF 219.59 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 525.00 FEET, A DISTANCE OF 75.13 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°50'23"E, A DISTANCE OF 75.07 FEET; THENCE S12°56'22"E, A DISTANCE OF 202.43 FEET; THENCE S32°03'38"W, A DISTANCE OF 7.07 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF KYLA DRIVE, SAID POINT ALSO BEING OF THE SOUTHERLY LINE OF SAID LOT 42, STOCKMANS HOLLOW REPLAT THREE; THENCE S77°03'38"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF KYLA DRIVE, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF SAID LOT 42, STOCKMANS HOLLOW REPLAT THREE, A DISTANCE OF 15.00 FEET; THENCE N12°56'22"W, A DISTANCE OF 207.43 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 545.00 FEET, A DISTANCE OF 77.99 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°50'23"W, A DISTANCE OF 77.93 FEET; THENCE N04°44'24"W, A DISTANCE OF 219.59 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 201.22 FEET, A DISTANCE OF 82.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N06°57'18"E, A DISTANCE OF 81.47 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF PETERS PARKWAY, SAID LINE ALSO BEING SAID NORTHERLY LINE OF SAID LOT 34, STOCKMANS HOLLOW REPLAT THREE; THENCE S71°21'56"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PETERS PARKWAY, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 34, STOCKMANS HOLLOW REPLAT THREE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 20 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPILLION CONTAINS AN AREA OF 11,607 SQUARE FEET OR 0.266 ACRES, MORE OR LESS.

See Sheet No.: 1 of 2 for Easement Exhibit



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
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**PERMANENT 20' WIDE SANITARY
SEWER EASEMENT**
LOTS 34 THRU 42,
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