

COUNTER LM C.E. LM  
 VERIFY LM S.D. P  
 PROOF \_\_\_\_\_  
 FEES \$ 23.50  
 CHECK# 42487  
 CHG \_\_\_\_\_ CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2011-23455

09/26/2011 1:30:25 PM

*Clay J. Douding*

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 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 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.

*R-R Fullenkamp Doyle & Johnson  
 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 9<sup>th</sup> day of Sept., 2011.

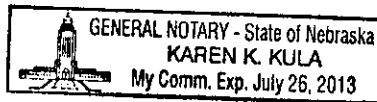
GRANTOR: HEARTHSTONE HOMES, INC.,  
a Nebraska corporation,

By: [Signature]  
Its: Chairman

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF SARPY     )

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

[Signature]  
Notary Public



B

# EXHIBIT "A"

KAYLA DRIVE

S57°56'22"E 7.07'

POINT OF BEGINNING

N77°03'38"E 15.10'

43

R=975.00' L=173.98'  
LC=S07°49'39"E 173.75'

23

R=955.00' L=184.11'  
LC=N08°14'18"W 183.82'

44

5

22

45

4

21

46

3

20

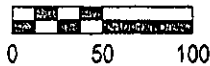
47

2

19

48

1



Scale: 1" = 100'

STOCKMANS HOLLOW REPLAT THREE

49

N02°42'56"W 277.09'

S02°42'56"E 277.09'

68TH STREET

STOCKMANS HOLLOW REPLAT ONE

204

STOCKMANS HOLLOW  
205

S87°18'20"W 20.00'

See Sheet No.: 2 of 2 for Legal Description



**E&A CONSULTING GROUP, INC.**

ENGINEERING • PLANNING • FIELD SERVICES

300 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

Drawn by: WAC

Chkd by: \_\_\_\_\_

Chkd by: \_\_\_\_\_

Job No.: P2006.217.001

Date: 6/29/2011

Sheet No.: 1 of 2

**PERMANENT 20' WIDE SANITARY SEWER EASEMENT**

LOTS 43 THRU 49,

STOCKMANS HOLLOW REPLAT THREE

SARPY COUNTY, NEBRASKA

# EXHIBIT "A"

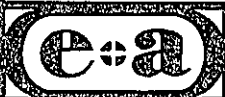
## LEGAL DESCRIPTION

A PERMANENT 20 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SARPY COUNTY S.I.D. 286 AND TO THE CITY OF PAPIILLION LOCATED IN LOTS 43 THRU 49, 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 KAYLA DRIVE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID LOT 43, STOCKMANS HOLLOW REPLAT THREE; THENCE S57°56'22"E (ASSUMED BEARING) ALONG SAID NORTHERLY LINE OF LOT 43, STOCKMAN'S HOLLOW REPLAT THREE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET, A DISTANCE OF 7.07 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOTS 43 THRU 49, INCLUSIVE STOCKMANS HOLLOW REPLAT THREE ON A CURVE TO THE RIGHT WITH A RADIUS OF 975.00 FEET, A DISTANCE OF 173.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°49'39"E, A DISTANCE OF 173.75 FEET; THENCE S02°42'56"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 68TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOTS 43 THRU 49, INCLUSIVE STOCKMANS HOLLOW REPLAT THREE, A DISTANCE OF 277.09 FEET; THENCE S87°18'20"W, A DISTANCE OF 20.00 FEET; THENCE N02°42'56"W, A DISTANCE OF 277.09 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 955.00 FEET, A DISTANCE OF 184.11 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°14'18"W, A DISTANCE OF 183.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KAYLA DRIVE, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 43, STOCKMANS HOLLOW REPLAT THREE; THENCE N77°03'38"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF KAYLA DRIVE, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 43, STOCKMANS HOLLOW REPLAT THREE, A DISTANCE OF 15.10 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 PAPIILLION CONTAINS AN AREA OF 9,248 SQUARE FEET OR 0.212 ACRES, MORE OR LESS.

See Sheet No.: 1 of 2 for Easement Exhibit



**E&A CONSULTING GROUP, INC.**  
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Job No.: P2006.217.001    Date: 6/29/2011    Sheet No.: 2 of 2

**PERMANENT 20' WIDE SANITARY  
SEWER EASEMENT**  
LOTS 43 THRU 49,  
STOCKMANS HOLLOW REPLAT THREE  
SARPY COUNTY, NEBRASKA