

COUNTER JS C.E. JS
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FEES \$ 34.00
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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER NEBRASKA DOCUMENTARY
STAMP TAX

2014-24373

10/31/2014 1:14:47 PM

Lloyd J. Dowding

\$ Ex 23

By: jsatterfie

REGISTER OF DEEDS



EASE



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, # 1230

PAPILLION, NE 68046-2842

402-593-5773

A

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Southport West Partners, LLC**, a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **Owners of Lots 1 thru 5, inclusive of Southport West Replat Five and the Southport West Owners Association**, hereinafter referred to as OWNERS and ASSOCIATION, respectively, and to their successors and assigns, a permanent sanitary sewer easement for the right to construct, maintain and/or operate a sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" & "B"

TO HAVE AND TO HOLD unto said OWNERS AND ASSOCIATION, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the OWNERS AND ASSOCIATION. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the OWNERS AND ASSOCIATION to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the OWNERS AND ASSOCIATION. Improvements which may be approved by OWNERS AND ASSOCIATION include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That OWNERS AND ASSOCIATION will replace or rebuild any and all damage to improvements caused by OWNERS AND ASSOCIATION exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by OWNERS AND ASSOCIATION.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the OWNERS AND ASSOCIATION and any of said construction and work.
- 4) That OWNERS AND ASSOCIATION shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said OWNERS AND ASSOCIATION and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said OWNERS AND ASSOCIATION and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the OWNERS AND ASSOCIATION may 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.

Return to:
First American
13924 60th Cr.
Omaha NE 68144

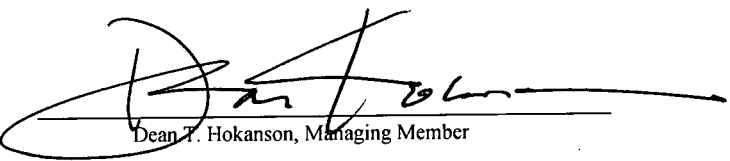
B

- 7) The OWNERS AND ASSOCIATION reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the OWNERS and ASSOCIATION or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the OWNERS AND ASSOCIATION or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the said party of the first part hereby presents this document to be signed by its
respective officers this
31 Day of October, 2014.

Southport West Partners, LLC
(Name of Corporation)

AUTHORIZED OFFICER:



Dean T. Hokanson, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 31st day of October, 2014, before me, a Notary Public
in and for said County, personally came Dean T. Hokanson, Managing Member of Southport West Partners, LLC, a Nebraska Corporation, to me personally known to be the respective officer of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation.

WITNESS my hand the day and year last above written.


NOTARY PUBLIC

Notary Seal

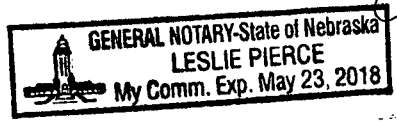
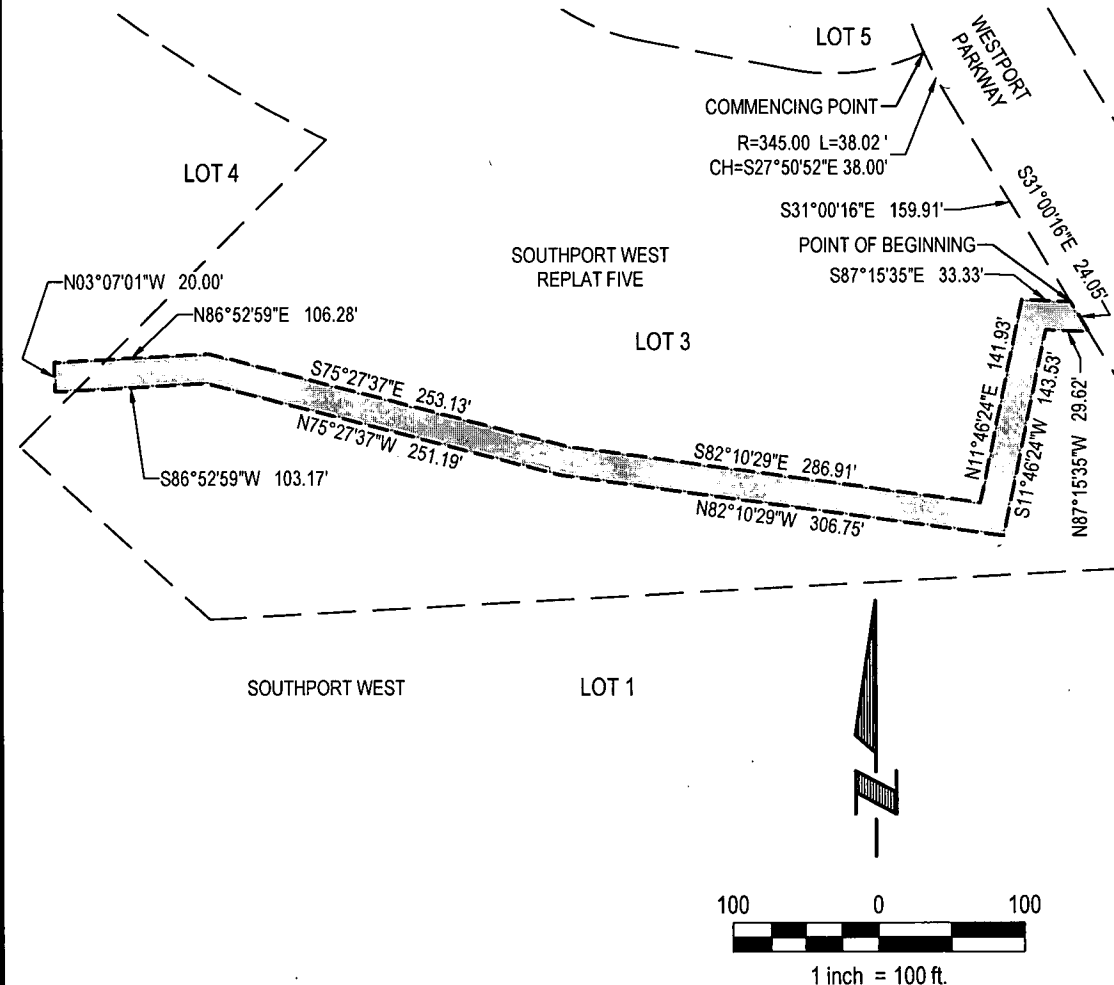


EXHIBIT "A"



LEGAL DESCRIPTION

A 20.0 FOOT SANITARY SEWER EASEMENT LOCATED IN LOTS 3 AND 4 SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5, SAID SOUTHPORT WEST REPLAT FIVE, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 38.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S27°50'52"E (ASSUMED BEARING), A DISTANCE OF 38.00 FEET; THENCE S31°00'16"W ALONG SAID EASTERLY LINE OF LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 159.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S31°00'16"E ALONG SAID EASTERLY LINE OF LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 24.05 FEET; THENCE N87°15'33"W, A DISTANCE OF 29.62 FEET; THENCE S11°46'24"W, A DISTANCE OF 143.53 FEET; THENCE N82°10'29"W, A DISTANCE OF 306.75 FEET; THENCE N75°27'37"W, A DISTANCE OF 251.19 FEET; THENCE S86°52'59"W, A DISTANCE OF 103.17 FEET; THENCE N03°07'01"W, A DISTANCE OF 20.00 FEET; THENCE N86°52'59"E, A DISTANCE OF 106.28 FEET; THENCE S75°27'37"E, A DISTANCE OF 253.13 FEET; THENCE S82°10'29"E, A DISTANCE OF 286.91 FEET; THENCE N11°46'24"E, A DISTANCE OF 141.93 FEET; THENCE S87°15'35"E, A DISTANCE OF 33.33 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 16,558 SQUARE FEET OR 0.380 ACRES MORE OR LESS.



Engineering Answers

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by: Date: 10/28/2014

Job No.: P2000.030.104

SANITARY SEWER EASEMENT

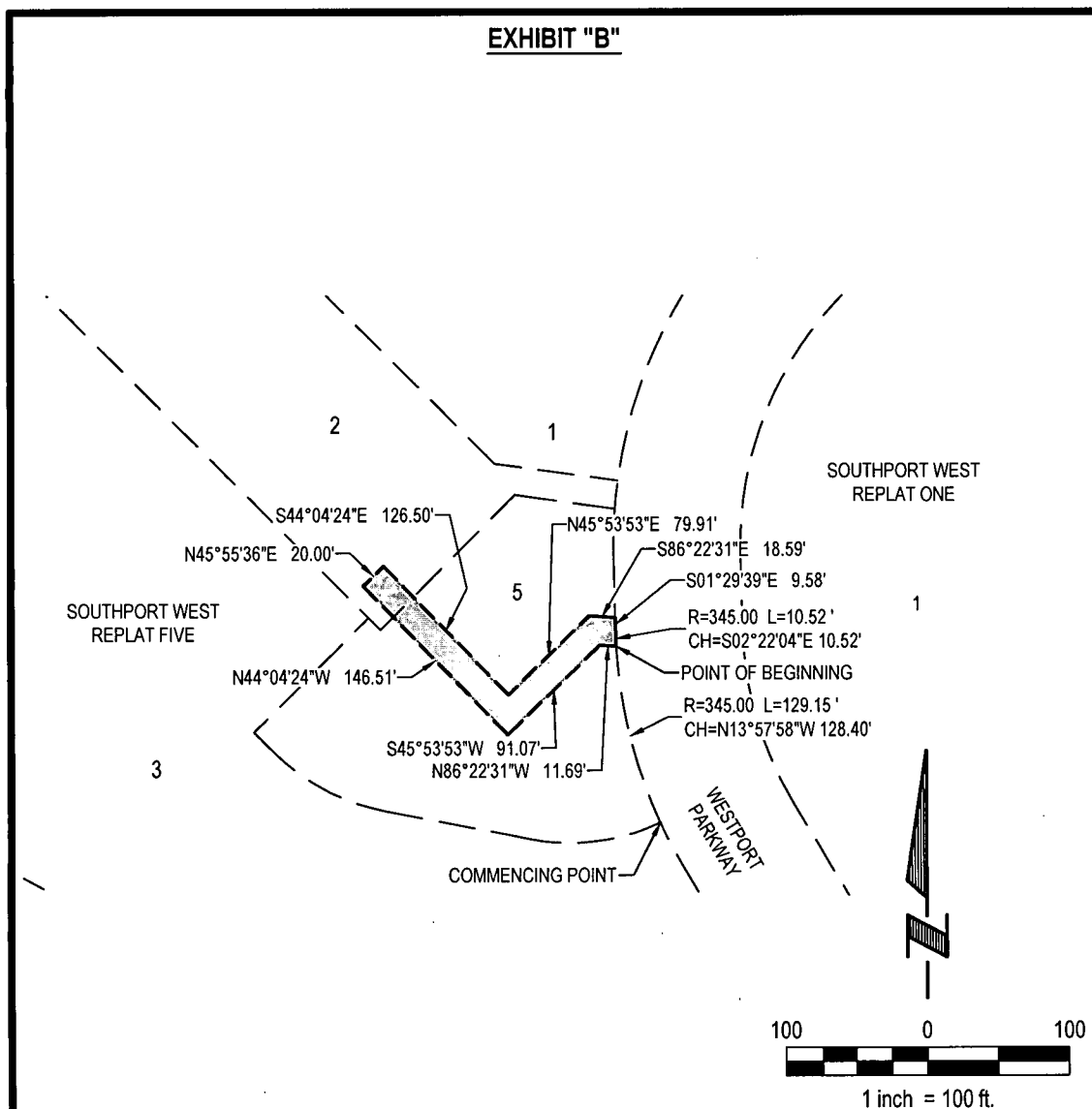
LOTS 3 & 4,

SOUTHPORT WEST REPLAT FIVE

SARPY COUNTY, NEBRASKA

2014-24373 D

EXHIBIT "B"



LEGAL DESCRIPTION

A 20.0 FOOT SANITARY SEWER EASEMENT LOCATED IN LOTS 2 AND 5 SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3, SAID SOUTHPORT WEST REPLAT FIVE, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 129.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N13°57'58"W (ASSUMED BEARING), A DISTANCE OF 128.40 FEET TO THE POINT OF BEGINNING; THENCE N86°22'31"W, A DISTANCE OF 11.69 FEET; THENCE S45°53'53"W, A DISTANCE OF 91.07 FEET; THENCE N44°04'24"W, A DISTANCE OF 146.51 FEET; THENCE N45°55'36"E, A DISTANCE OF 20.00 FEET; THENCE S44°04'24"E, A DISTANCE OF 126.50 FEET; THENCE N45°53'53"E, A DISTANCE OF 79.91 FEET; THENCE S86°22'31"E, A DISTANCE OF 18.59 FEET TO A POINT ON SAID EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S01°29'39"E ALONG SAID EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 9.58 FEET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 10.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S02°22'04"E, A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT SANITARY SEWER EASEMENT CONTAINS AN AREA OF 4,742 SQUARE FEET OR 0.109 ACRES MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by:

Date: 10/28/2014

Job No.: P2000.030.104

SANITARY SEWER EASEMENT

LOTS 2 & 5,

SOUTHPORT WEST REPLAT FIVE

SARPY COUNTY, NEBRASKA