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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
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2014-24375

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10/31/2014 1:14:49 PM

Lloyd J. Dowding

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 STORM SEWER & DRAINAGE 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 storm sewer and drainage easement for the right to construct, maintain and/or operate a storm sewer, surface drainage and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A", "B" & "C"

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 storm 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

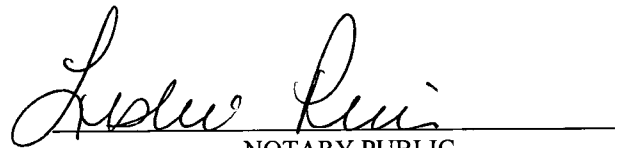
CORPORATE ACKNOWLEDGMENT

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.

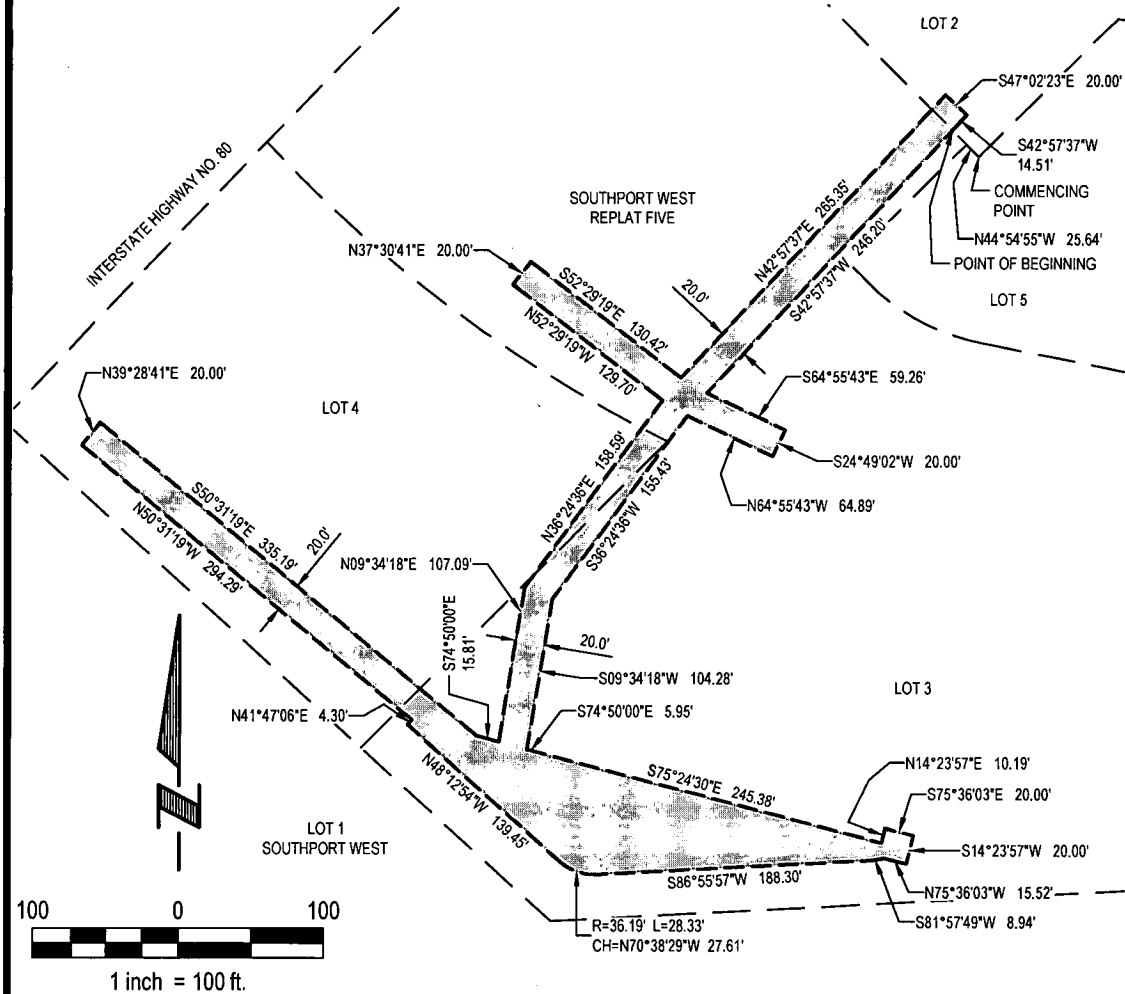
WITNESS my hand the day and year last above written.


NOTARY PUBLIC

Notary Seal



EXHIBIT "A"



LEGAL DESCRIPTION

A 20.0 FOOT STORM SEWER AND DRAINAGE EASEMENT LOCATED IN LOTS 2 THROUGH 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 AS DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SAID LOT 2, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE; THENCE N44°54'55"W (ASSUMED BEARING) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING ALONG WESTERLY LINE OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE, AND THE NORTHERLY EXTENSION, SAID LINE ALSO BEING ALONG THE NORTHERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING; THENCE S42°57'37"W, A DISTANCE OF 20.00 FEET; THENCE S64°55'43"E, A DISTANCE OF 59.26 FEET; THENCE S24°49'02"W, A DISTANCE OF 20.00 FEET; THENCE N64°55'43"W, A DISTANCE OF 64.89 FEET; THENCE S36°24'36"W, A DISTANCE OF 155.43 FEET; THENCE S09°34'18"W, A DISTANCE OF 104.28 FEET; THENCE S74°50'00"E, A DISTANCE OF 5.95 FEET; THENCE S75°24'30"E, A DISTANCE OF 245.38 FEET; THENCE N14°23'57"E, A DISTANCE OF 10.19 FEET; THENCE S75°36'03"E, A DISTANCE OF 20.00 FEET; THENCE S14°23'57"W, A DISTANCE OF 20.00 FEET; THENCE N75°36'03"W, A DISTANCE OF 15.52 FEET; THENCE S81°57'49"W, A DISTANCE OF 8.94 FEET; THENCE S86°55'57"W, A DISTANCE OF 188.30 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 36.19 FEET, A DISTANCE OF 28.33 FEET, SAID CURVE ALSO HAVING A LONG CHORD WHICH BEARS N70°38'29"W, A DISTANCE OF 27.61 FEET; THENCE N48°12'54"W, A DISTANCE OF 139.45 FEET; THENCE N41°47'06"E, A DISTANCE OF 4.30 FEET; THENCE N50°31'19"W, A DISTANCE OF 294.29 FEET; THENCE N39°28'41"E, A DISTANCE OF 20.00 FEET; THENCE S50°31'19"E, A DISTANCE OF 335.19 FEET; THENCE S74°50'00"E, A DISTANCE OF 15.81 FEET; THENCE N09°34'18"E, A DISTANCE OF 107.09 FEET; THENCE N36°24'36"E, A DISTANCE OF 158.59 FEET; THENCE N52°29'19"W, A DISTANCE OF 129.70 FEET; THENCE N37°30'41"E, A DISTANCE OF 20.00 FEET; THENCE S52°29'19"E, A DISTANCE OF 130.42 FEET; THENCE N42°57'37"E, A DISTANCE OF 265.35 FEET; THENCE S47°02'23"E, A DISTANCE OF 20.00 FEET; THENCE S42°57'37"W, DISTANCE OF 14.51 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT STORM SEWER EASEMENT CONTAINS 35,459 SQUARE FEET OR 0.814 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: JRS Chkd by:

Date: 10/28/2014

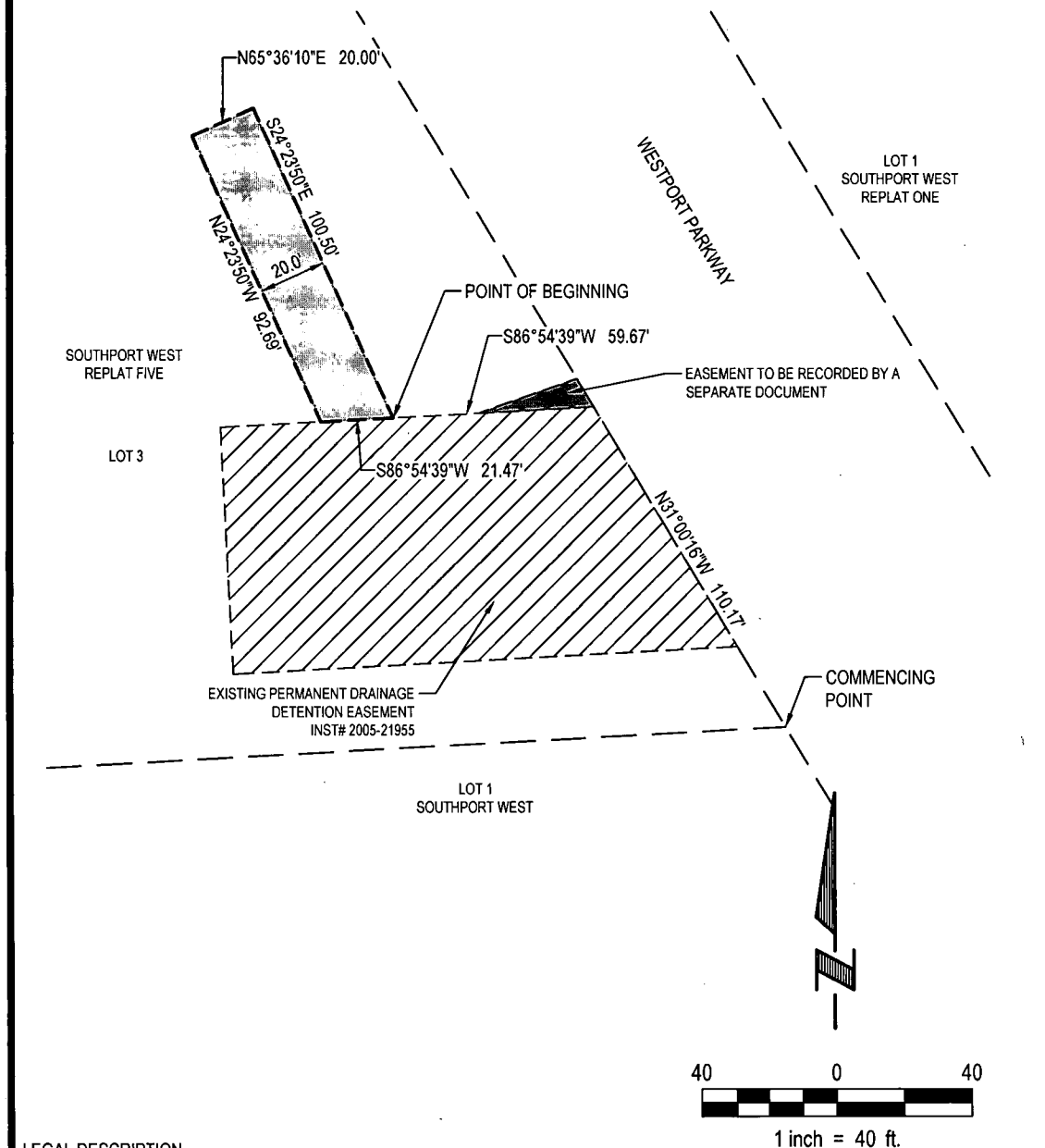
Job No.: P2000.030.104

STORM SEWER AND DRAINAGE EASEMENT

LOTS 2 THROUGH 5, SOUTHPORT WEST REPLAT FIVE

SARPY COUNTY, NEBRASKA

EXHIBIT "B"



LEGAL DESCRIPTION

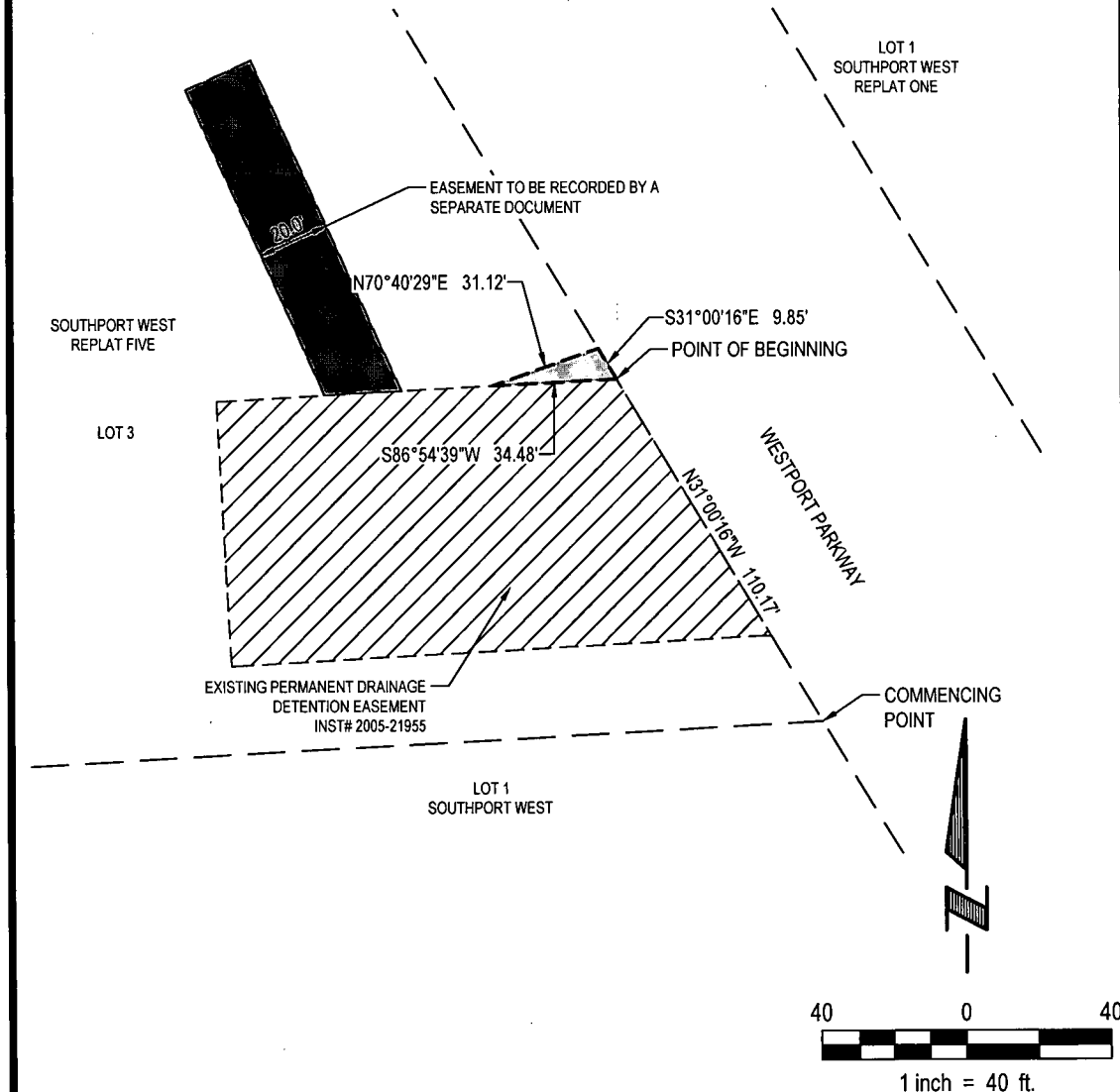
A 20.0 FOOT STORM SEWER AND DRAINAGE EASEMENT LOCATED IN LOT 3, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SOUTHPORT WEST, A SUBDIVISION LOCATED IN SAID SECTION 18, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE N31°00'16"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 110.17 FEET; THENCE S86°54'39"W, A DISTANCE OF 59.67 FEET TO THE POINT OF BEGINNING; THENCE N86°54'39"E, A DISTANCE OF 21.47 FEET; THENCE N24°23'50"W, A DISTANCE OF 92.69 FEET; THENCE N65°36'10"E, A DISTANCE OF 20.00 FEET; THENCE S24°23'50"E, A DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT STORM SEWER EASEMENT CONTAINS 1,932 SQUARE FEET OR 0.044 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700</p>	<p>STORM SEWER AND DRAINAGE EASEMENT LOT 3, SOUTHPORT WEST REPLAT FIVE SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: CJV Chkd by:</p>	<p>Date: 10/28/2014</p>
	<p>Job No.: P2000.030.104</p>	

2014-24375 E

EXHIBIT "C"**LEGAL DESCRIPTION**

A STORM SEWER AND DRAINAGE EASEMENT LOCATED IN LOT 3, 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 AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SOUTHPORT WEST, A SUBDIVISION LOCATED IN SAID SECTION 18, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE N31°00'16\"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 110.017 FEET TO THE POINT OF BEGINNING; THENCE S86°54'39\"W, A DISTANCE OF 34.48 FEET; THENCE N70°40'29\"E, A DISTANCE OF 31.12 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S31°00'16\"E, A DISTANCE OF 9.85 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE AND DETENTION EASEMENT CONTAINS 150 SQUARE FEET OR 0.003 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: CJV Chkd by:
Job No.: P2000.030.104

Date: 10/28/2014

**STORM SEWER AND DRAINAGE EASEMENT
LOT 3, SOUTHPORT WEST REPLAT FIVE**

SARPY COUNTY, NEBRASKA